

Government of Rajasthan
Directorate of Mines & Geology
Khanij Bhawan, Shastri Circle, Udaipur-313 001
Phones : (0294) – 2415091-95 Fax : (0294)-2410526
email– po.mg@rajasthan.gov.in

No. DMG/F-5(36)2021-22/ 1168


Udaipur, Date : 14/03/2022

e-TENDER NOTICE NO. 14 /2021-22

e-Tenders are invited for the supply of services as mentioned below. Tenders are to be submitted "Online" in two parts i.e. Technical Bid and Financial Bid.

Description	Total Estimated Cost (Rs. in Crore)	Bid Security (Rs. in Lacs)	Tender Fee (Rs.)	Processing Fee (Rs.)
RFP for Selection of Agency for Design, Development, Customization, Implementation, Operation and Maintenance of RajMines (DMG Online Monitoring System)	5.00	10.00	1000/-	1000/-

1. Detailed information / tender document may be seen / downloaded from the website www.eproc.rajasthan.gov.in, www.sppp.rajasthan.gov.in, www.mines.rajasthan.gov.in
2. Tender is to be submitted online on website **www.eproc.rajasthan.gov.in**
3. Last date and time for submission of online tender **11-04-2022** time **6:00 PM**.
4. Technical bid of the tender will be opened online on date **12-04-2022** time **11.00 AM** and financial bid after the evaluation of technical bid, exact date will be intimated online.


Additional Director (Mines-HQ)

2022

Department of Mines & Geology (DMG)

RFP for Selection of Agency for Design,
Development, Customization, Implementation,
Operation and Maintenance of RajMines (DMG
Online Monitoring System)

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Request for Proposal (RFP) for Selection of Agency for Design, Development, Customization, Implementation, Operation and Maintenance of RajMines (DMG Online Monitoring System)

Ref. No.:

Dated: _____

UBN-

Mode of Bid Submission	Online through eProcurement/ eTendering system at http://eproc.rajasthan.gov.in
Procuring Authority	Director Department of Mines and Geology, Khanij Bhawan, Shastri Circle Udaipur (Rajasthan)
Last Date & Time of Submission of Bid	11.04.2022 BY 6:00 PM
Date & Time of Opening of Technical Bid	12.04.2022 at 11:00 AM

RISL Processing Fee: Rs. 1000/- (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:			

Department of Mines & Geology
Khanij Bhawan, Shastri Circle Udaipur (Rajasthan)

E-mail: admhq.mg@rajasthan.gov.in,

Phone: 0294- 2415091-94

Web: <https://mines.rajasthan.gov.in/>, Email: dmgoms.uda.mg@rajasthan.gov.in

**ABBREVIATIONS & DEFINITIONS**

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
BoM	Bill of Material
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Director, DMG in this bidding document.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract/ Project Period shall commence from the date of issue of Work order and six months of operations and maintenance from the date of commissioning.
COTS	Commercial Off The Shelf Software
Day	A calendar day as per GoR/ Gol.
DeitY, Gol	Department of Electronics and Information Technology, Government of India
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.
DMG	Department of Mines & Geology, Government of Rajasthan
ETDC	Electronic Testing & Development Center
FOR/ FOB	Free on Board or Freight on Board
FRA	Forest Right Act



Gol/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
GST	Goods and Service Tax
ICT	Information and Communication Technology.
IFB	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NeGP	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PESA	Provisions of the Panchayats (Extension to Scheduled Areas) Act
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/	The acquisition by purchase, lease, license or otherwise of works, goods or



Public Procurement	services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and "procure" or "procured" shall be construed accordingly
Project Site	Wherever applicable, means the designated place or places.
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. DMG in this RFP document.
RajSWAN/ RSWAN	Rajasthan State Wide Area Network
RISL	RajCOMP Info Services Limited
RSDC	Rajasthan State Data Centre, New IT Building, Jaipur
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
SSDG	State Services Delivery Gateway
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.rajasthan.gov.in/
STQC	Standardisation Testing and Quality Certification, Govt. of India
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number
TPA	Third Party Auditors
WO/ PO	Work Order/ Purchase Order

**1. INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)**

	e-Tender Notice No. 14/2021-22
NIB Reference No.	DMG/F-5(36)2021-22/1168 Dated: 14.03.2022
Name & Address of the Procuring Entity	<ul style="list-style-type: none"> Name:- Director, Department of Mines and Geology Address:- Directorate, Department of Mines and Geology, Khanij Bhawan, Shastri Circle, Udaipur (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none"> Name: Mr. PR Ameta Designation: ADM (E&D) Address: Directorate, Department of Mines and Geology, Khanij Bhawan, Shastri Circle, Udaipur (Rajasthan) Email: po.mg@rajasthan.gov.in
Subject Matter of Procurement	RFP for Selection of Agency for Design, Development, Customization, Implementation, Operation and Maintenance of RajMines (DMG Online Monitoring System)
Bid Procedure	Single-stage: Two part (envelop) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS)-L1
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	<ul style="list-style-type: none"> Websites: http://sppp.rajasthan.gov.in/, http://eproc.rajasthan.gov.in, http://doitc.rajasthan.gov.in, http://risl.rajasthan.gov.in/ Bidding document fee: Rs. 1000.00 (Rupees One Thousand only) in Cash/ Demand Draft in favour of "Additional Director Administration" payable at "Udaipur" or through e-Grass Challan (Budget Head- 0853-00-800-05-00) (For MSME Firm Rs. 500/- only) RISL Processing Fee: Rs. 1000.00 (Rupees One Thousand only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur". Or through e-Grass Challan (Budget Head – 8658-00-102-(16)-[01]
Estimated Procurement Cost	Rs. 5.0 Crores Only including GST
Bid Security and Mode of Payment	<ul style="list-style-type: none"> 2% of Tender value [Amount (INR): 10,00,000/- (Rupees Ten Lacs)] For S.S.I of Rajasthan, 0.5% of the Tender value for all categories and Sick Industries other than S.S.I whose cases are pending with Board of Industrial & Financial Reconstruction, 1% of Tender Value for all categories. Mode of Payment: Banker's Cheque or Demand Draft of a Scheduled Bank or through e-Grass Challan (Budget Head – 8443-00-103-00-00 प्रतिभूति राशि) Bid Security shall be in favour of Additional Director Admin payable at "Udaipur"
Upload Date of RFP	14.03.2022
Period of downloading of Bidding Document (Start/ End Date)	14.03.2022 to 11.04.2022 06:00 PM
Date/ Time/ Place of Pre-bid Meeting	<ul style="list-style-type: none"> Date/ Time of Pre-bid meeting: 22.3.2022 at 12:00 NOON Place: Directorate, Department of Mines and Geology, Khanij Bhawan, Shastri Circle, Udaipur (Rajasthan) Only that bidder is applicable to attend the Pre bid meeting who has deposited the bid document fee successfully (At the time of pre bid



	<p>meeting bidder has to submit the copy of challan or draft in original for bid document fee).</p> <ul style="list-style-type: none"> • Last date of submitting clarifications requests by the bidder: <u>24.03.2022</u> by <u>6:00 PM</u> • Response to queries/clarifications by procuring entity: <u>28.03.2022</u> by <u>06:00 PM</u>
Manner, Start/ End Date for the submission of Bids	<ul style="list-style-type: none"> • Manner: Online at e-Proc website (http://eproc.rajasthan.gov.in) • Start Date: <u>14.03.2022</u> • End Date: <u>11.04.2022</u> By <u>6:00 PM</u>
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*	<ul style="list-style-type: none"> • Start Date: <u>14.03.2022</u> • End Date: <u>22.3.2022</u> till <u>12:00 NOON (FOR TENDER FEE)</u> • End Date <u>11.04.2022</u> till <u>6:00 PM (FOR BID SECURITY & PROCESS. FEE)</u>
Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> • Date: <u>12.04.2022</u> at <u>11:00 AM</u> • Place: Directorate, Department of Mines and Geology, Khanij Bhawan, Shastri Circle, Udaipur (Rajasthan)
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

Note:

- 1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- 2) * In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to as mentioned in NIB, its Bid shall not be considered. The Banker's Cheque/ Demand Draft for Bidding document fees and Bid Security should be drawn in favour of "Additional Director Administration," payable at "Udaipur" from any Scheduled Commercial Bank and RISL processing fees should be drawn in favour of "MD, RISL".
- 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 4) RISL/DMG will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
- 6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)
e-mail: eproc@rajasthan.gov.in
Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
- 7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only

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to help the bidders to prepare a logical bid-proposal.

- 10) The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

sd-
Director
Department of Mines and Geology



2. PROJECT PROFILE & BACKGROUND INFORMATION

2.1 About Department of Mining & Geology, Government of Rajasthan

The Department of Mines and Geology (DMG) of Rajasthan State headquartered at Udaipur, by virtue of consistent and result driven approach has earned a reputation for being amongst the best organized DMGs in the Country. The department has a core team of experienced 146 Mining Engineers, 114 Geo-Scientists It runs a Chemical Laboratory being manned by 9 Scientists and a Drilling division having a team of dedicated drilling engineers with rich field experience. This extensive technical prowess combined with State of the art equipment and modern & latest techniques for new mineral discoveries, mineral exploration, along with Remote Sensing and Geophysical Surveys, Chemical, Ceramic and Ore Dressing Laboratories offer variety of services under one umbrella.

The State of Rajasthan is very rich in Mineral Resources in terms of variety, quality and quantum. The Department of Mines and Geology (DMG) has been formed with the purpose of discovery, development and administration of these mineral resources in the State and has been focusing on multiple core functions:

- Survey and prospecting for new mineral deposits and their conformity evaluation by Geological, Geophysical, Geochemical and Drilling techniques to make them ready for exploitation.
- Mineral administration including grant of mineral concessions, collection of royalty & dead rent, systematic and scientific mining, environment restoration & development, promoting and ensuring mining and mineral movement as per set rules & procedures and to check & stop illegal mining.
- Extend facilities of its well-equipped laboratory to the stake holders of exploration, prospecting and exploitation of minerals.
- Promote public and private sectors to enhance mineral availability in the state to encourage mineral based Industrialization.

2.2 Project Profile

a) Project Background

The Department of Mines and Geology (DMG) of Rajasthan state has its headquarters located at Udaipur (Rajasthan). It comprises a core team of 121 Geo-scientists, 61 Mining Engineers, 9 Scientists in the Chemical Laboratory and 13 engineers in the Drilling Wing. Department has four zone offices at Udaipur, Jaipur, Jodhpur and Kota. The Geology department has same four zone offices and one additional zonal office located at Bikaner. In total

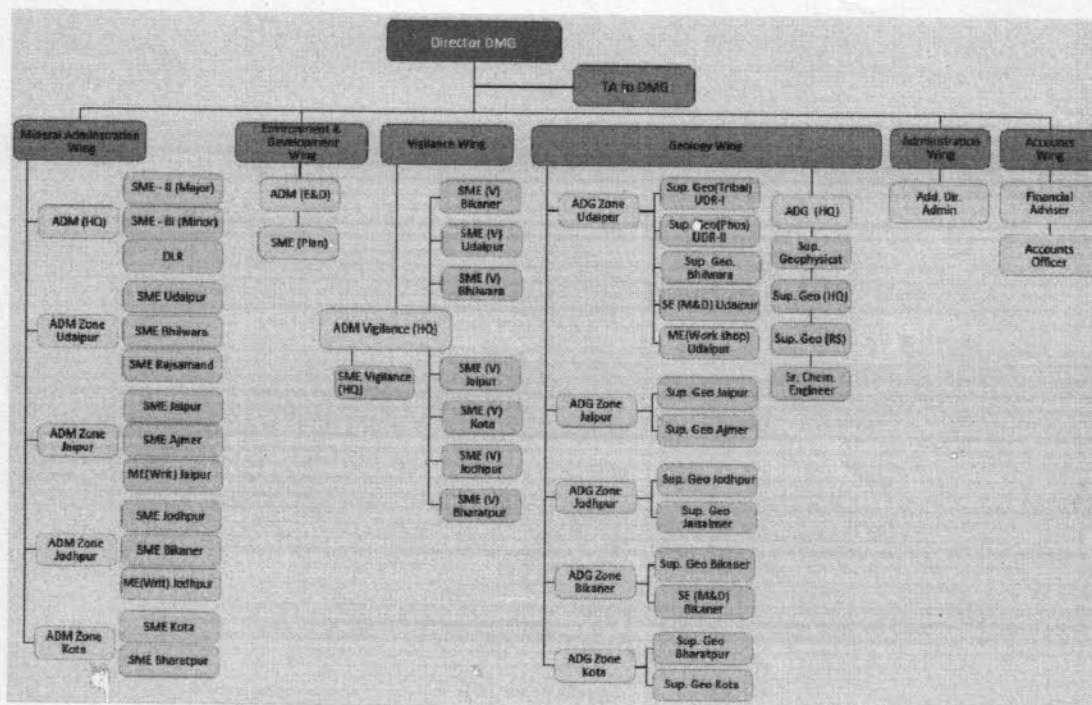
DMG has approx. 150 offices comprising of various field levels: - ADM, SME, ME and Geology wing. The key functions of the Department include searching, prospecting, systematic development of mineral deposits, grant of leases, collection of revenue, dead rent, etc.

In 2017 department has developed and implemented new DMG Online Monitoring System called RajMines which transformed most of the legacy system workflow into online system. The developed online system is stabilized and stakeholders/departmental officers/users are getting benefited in terms of ease of oriented accessibility of services on time.

The existing developed system is a set of Integrated Applications which includes Web Portal, Website, Web Services/ APIs and Mobile Application on Android/IOS Platform which enables an integrated seamless and workflow based online system that provides automation of Major processes and functioning of DMG.

In sequence to above, the department would like to enhance the current system by automation of other important processes and by elimination of gaps in existing system. New system will facilitate the various stakeholders in easy to use, access the departmental services.

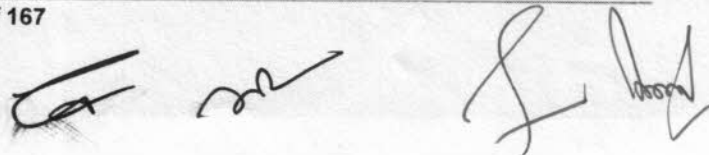
b) Department Structure



c) Department Field Locations

Project would need to be implemented at any field location as informed by the DMG during the course of Implementation. The key locations are mentioned below:-

Offices	Offices
Directorate, Udaipur	ME Sojaticity

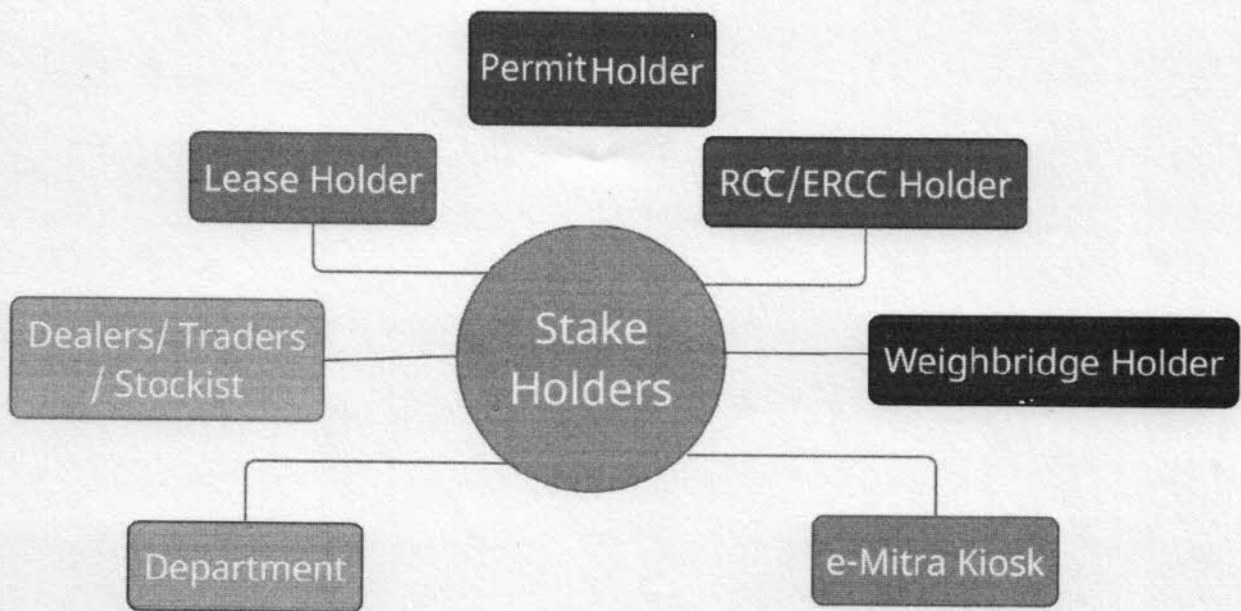




	ME Rajsamand-I
Zonal Office-4	ME Rajsamand-II
ADM Zone Udaipur	ME Sikar
ADM Zone Jaipur	ME Sirohi
ADM Zone Kota	ME Udaipur
ADM Jodhpur	ME Amet
	ME Karauli
Circle Office-9	ME Dungarpur
SME Udaipur	ME Pratapgarh
SME Ajmer	ME Beawar
SME Bharatpur	ME Bijoliya
SME Bhilwara	ME Makrana
SME Rajsamand	ME Ramganjmandi
SME Kota	ME Shri Ganganagar
SME Bikaner	
SME Jaipur	AME Office-16
SME Jodhpur	AME Rishabhdev
	AME Kotputli
ME Office-33	AME Gotan
ME Ajmer	AME Tonk
ME Alwar	AME Churu
ME Banswara	AME Dausa
ME Barmer	AME Neem Ka Thana
ME Bharatpur	AME Nimbahera
ME Bhilwara	AME Balesar
ME Bikaner	AME Baran
ME Bundi-I	AME Roopwas
ME Bundi-II	AME Salumber
ME Chittorgarh	AME Jhalawar
ME Dholpur	AME Sawaimadhopur
ME Jaipur	AME Sawar
ME Jaisalmer	AME Hanumangarh
ME Jalor	
ME Jhunjhunu	
ME Jodhpur	
ME Kota	
ME Nagaur	

d) System Stakeholders

Key stakeholders involved in the project are depicted in the diagram below:-



2.3 Existing System and Available Functionalities-

DMGOMS (Departmental of Mines and Geology Online Management System) also called RajMines which have been started in October, 2017. With this system department has transformed major process into Online System. The current running system is a set of Integrated Applications which includes DMG Web Site & CMS, DMFT Website & CMS, DMG Application for Stakeholders & Officials, Various Web Services/ APIs and Mobile Application on Android/ IOS Platform.

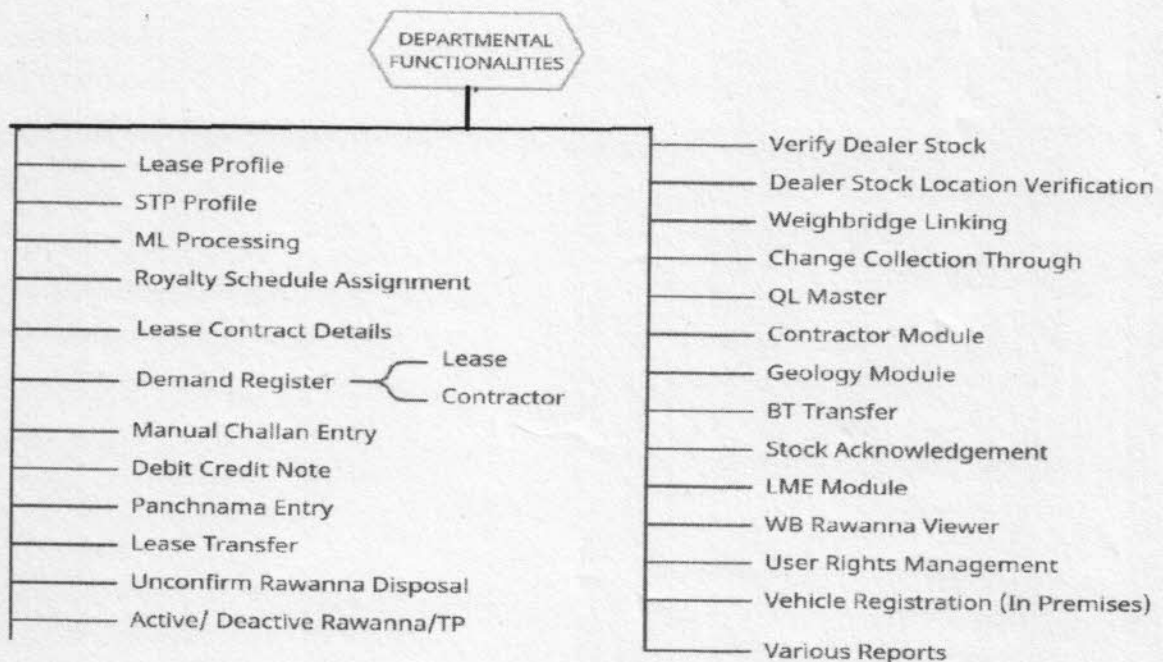
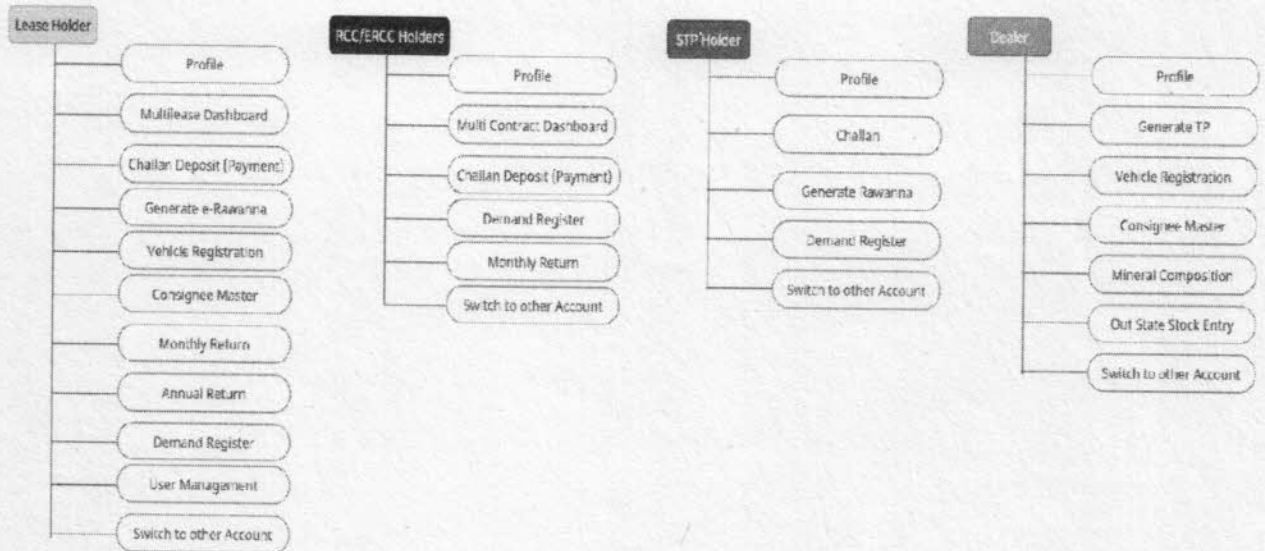
The major key functionalities provided to stakeholder and offices are stated below-

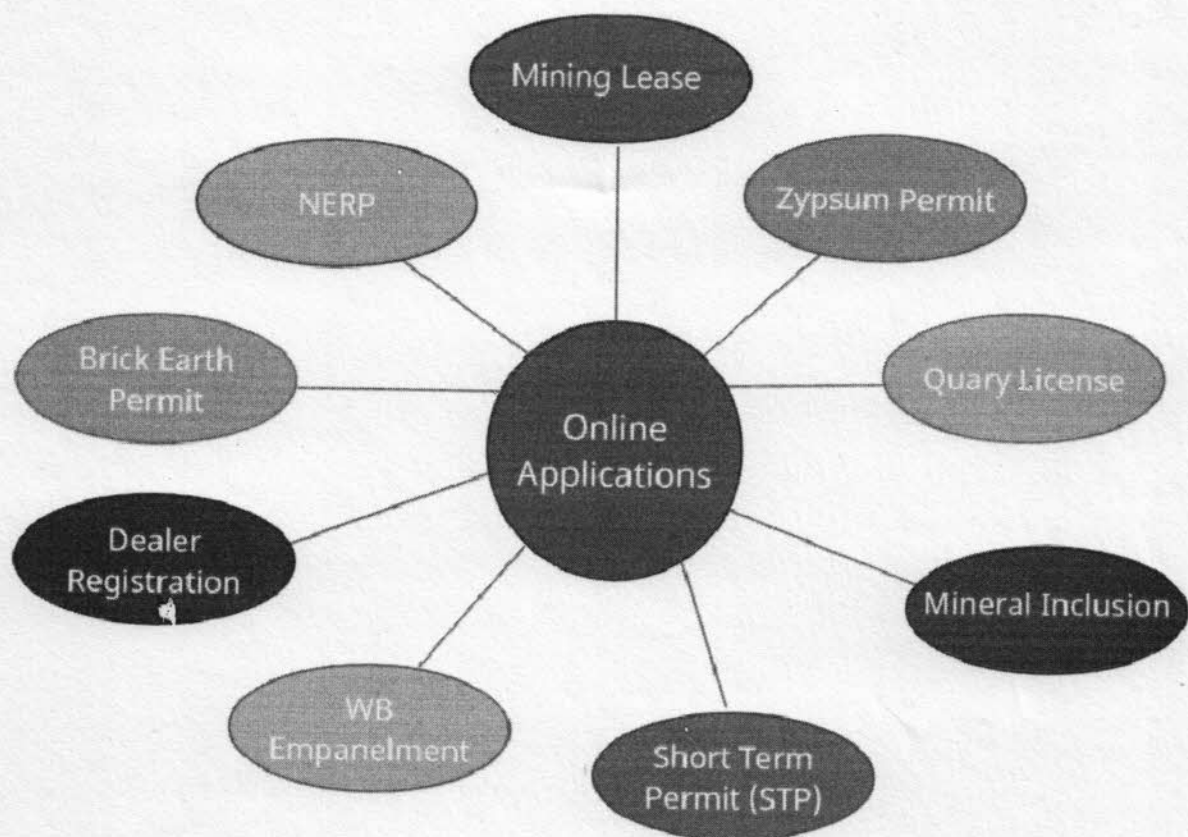
- i. Submission of various applications (i.e. ML on khatedari land, gypsum permit, NERP, STP, dealer registration, lease transfer, mutation and appeal etc.)
- ii. Deposition of various fees through emitra & egras.
- iii. E-Rawanna provision for mineral dispatch from leases.
- iv. E-TP provision for mineral dispatch from dealer/ stockist stock location.
- v. Mobile based App for E-Rawanna and E-TP.
- vi. Weighbridge empanelment and linking.
- vii. Auto Demand Generation.
- viii. Monthly and yearly return submission.
- ix. Dealer registration and stock location creation.
- x. Panchnama entry provision.
- xi. Lease profile creation for new lease.
- xii. Manual challan entry for egras challan.



- xiii. Debit credit note provision.
- xiv. Assessment of mineral royalty schedule according to the assign mineral.
- xv. RCC/ERCC contractor profile creation and area mapping.
- xvi. DMFT Website & Application for Project entry & Monitoring.
- xvii. Various MIS report.

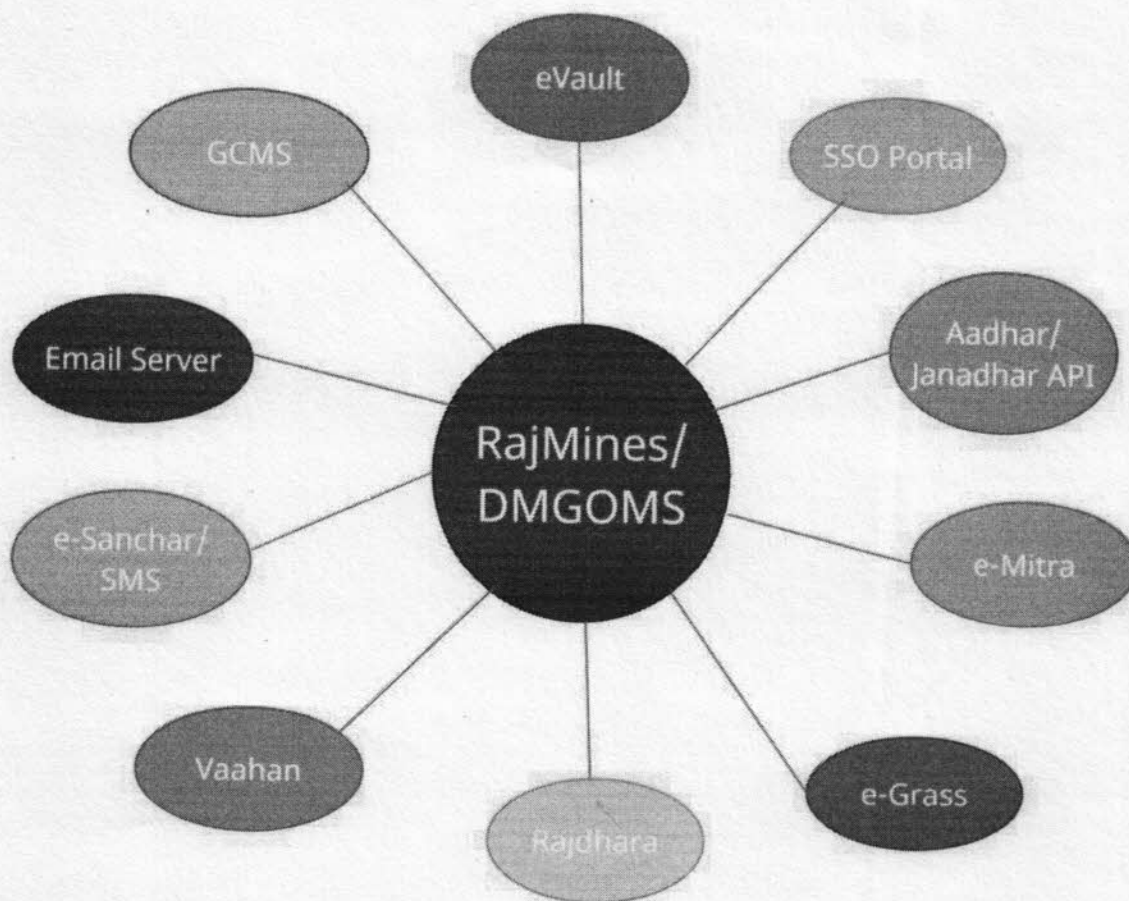
FUNCTIONALITIES TO VARIOUS STACK HOLDERS





Online Applications

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Various Integration

Programming languages and technology used-

S.N.	Description	Languages & Technology
1-	Front-End	HTML, Bootstrap, React, JQuery, CSS
2-	Back-End	Java (Spring MVC) & Asp dot net
3-	Database	Oracle 12c
4-	Web Service	Rest API (Spring)
5-	Mobile Application	Ionic and Angular (Platform-IBM Mobile First Platform)

2.4 Need and expected benefits of IT Enablement:

The evolution of e-Governance has enabled various Government Departments in India for ensuring better governance by leveraging the enormous benefits of Information and Communication Technology. There has been a paradigm shift from the manual process to automated process in the government department for increasing the efficiency.



In this line, the proposed system will address the challenges in implementation of various processes in an efficient manner so as to keep all the concerned stakeholders well informed. At the same time, accelerating the approval process by replacing the manual flow of paperwork with digital workflow and SLA timelines.

Implementation of Best Practices by leveraging the unlimited power of Information and Communication Technologies will result in realization of the following benefits.

- a) GIS based system for scrutiny of applications received for lease.
- b) Seamless flow of information from one hierarchy to another.
- c) Mobile platform for Panchanama and Inspection of mines for real-time monitoring and accessibilities of information.
- d) Making provision in system for following key features.
 - i. Generation of e-Token/Receipt by RCC/ERCC holder.
 - ii. Generation of case receipt for departmental collection.
 - iii. Issuance of online no dues.
 - iv. Monitoring of departmental dues.
 - v. Generation Conveyor belt e-Rawanna
 - vi. Online payment deposit for all kind of users.
 - vii. Monitoring system of actionable/auctioned plots.
 - viii. Actionable/Auctioned plots monitoring
 - ix. Issuance of online no dues.
- e) Promote the transparency in the system by giving access to concern stockholders.
- f) Develop the unified Dashboards with requisite interfaces for each level of users for ease of operations/ utilization of the application effortlessly
- g) Develop textual, graphical and GIS intelligence-based MIS built upon the transactional based processes of various end to end department functionalities for decision making processes.



2.5 Brief Technical Solution Requirements of the Project

- a) Successful Bidder shall study the existing RajMines (DMG Online Monitoring System) system and get the complete KT(knowledge transfer) of existing system as well as conduct the detailed system study of newly proposed modules/functionality that includes requirements analysis, design, development, customization and maintain the integrated DMG applications called RajMines (DMG Online Monitoring System).
- b) Ensure compliance to the phase-wise implementation plan based on milestones/deliverables as per Chapter 4.27 of this RFP.
- c) Successful bidder shall be responsible for providing the best of class technical solution as per the requirements mentioned in the Scope of Work provided in Chapter- 4 of this RFP document.
- d) The resources / manpower deployed by the successful bidder during project implementation/development phase and maintenance phase shall be qualified, experienced, with valid certifications in their respective leading technologies / products. A minimum qualification criterion for key resources is provided in Annexure-10 of this RFP, the bidders are expected to comply with these qualification criteria and deploy resources accordingly. Depending upon the project needs, it is expected that adequate resources shall be deployed by the selected bidder during the entire contract period.
- e) Provision for data migration from existing application / legacy system into new software applications and provision for uploading of scanned files, reports and documents.
- f) Perform Training and capacity building periodically for all staff of Dept. of Mines & Geology and to relevant stockholders.
- g) Provide Operation & Maintenance (O&M) support services as per the agreed SLA for mentioned time from the date of agreement.
- h) For detailed technical solution requirements, bidders may refer to subsequent chapters/ sections of this bidding document.

**PRE-QUALIFICATION/ ELIGIBILITY CRITERIA****3.1 Pre-Qualification Criteria**

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

S.No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932. OR Limited Liability Partnership Firm Registered under Limited liability partnership Act- 2008	- Copy of valid Registration Certificates - Copy of Certificates of incorporation
2.	Financial: Turnover from IT/ ITeS	Average annual turnover of at least Rs 15 Crores from IT/ITes Business (Excluding IT Hardware/ Networking/Pure Manpower Supply) during the last four financial years (FY's 2017 -18, 2018-19, 2019-20, 2020-21) as per last audited balance sheets or statements.	CA Certificate with CA's Registration Number/ Seal
3.	Financial: Net Worth	The net worth of the bidder, as on last financial year (31 st March 2020 or 2021), should be Positive.	CA Certificate with CA's Registration Number/ Seal
4.	Technical Capability	The bidder must have successfully completed at least ONE e-Governance project including Application software development/ customization and Software Support & maintenance services to any state/ central government organization/ PSU's (excluding Banks) only in India not less than the amount Rs. 5 Crores . OR The bidder must have successfully completed at least TWO e-Governance projects including Application software development/ customization and Software Support & maintenance services to any state/ central government organization/ PSU's (excluding Banks) only in India not less than the amount Rs. 8 Crores in total . OR	Project reference as per Annexure-12, Work Order/LOI and Work Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the CA indicating the value of payment received against the work order(s)) (In the above case the value of payment received shall be greater than or equal to the amount mentioned in the eligibility criteria). OR



S.No.	Basic Requirement	Specific Requirements	Documents Required
		<p>The bidder must have successfully completed at least THREE e-Governance projects including Application software development/customization and Software Support & maintenance services to any state/ central government organization/ PSU's (excluding Banks) only in India not less than the amount Rs. 10 Crores in total.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. The date of the orders and completion of a project or go live of the project should remain between 1st Apr. 2017 and last date of bid submission. 2. Projects executed with in the agency's own company, group of companies, Joint Venture companies shall not be considered. 	Work Order + Phase Completion Certificate from the client indicating the amount of payment made against the work order.
5.	Tax registration	<p>The bidder should have a registered number of</p> <ol style="list-style-type: none"> i.) Income Tax / PAN number ii.) GSTN where his business is located <p>Note: Any certificate should belong to a date not later than the last day of bid submission.</p>	Copies of relevant certificates of registration
6.	Certifications	The bidder must possess at the time of bidding, a valid CMMi Level 5 Certification	Copy of a valid certificate
7.	Mandatory Undertaking	<p>"Bidder should: -</p> <ol style="list-style-type: none"> a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c) Not have a conflict of interest in the procurement in question as specified in the bidding document. 	A Self Certified letter as per Annexure-3: Self-Declaration



S.No.	Basic Requirement	Specific Requirements	Documents Required
		d) Comply with the code of integrity as specified in the bidding document."	

Note: The bidder/ firm are requested to kindly adhere to the order of documents as mentioned above.

Also, all the required documents should be properly annexed as indicated above along with an Index Page. Consortium of any form is not allowed

3.2. Technical Evaluation Criteria:

Only bidders who meet all the pre-qualification criteria shall be evaluated for the Technical evaluation.

In order to determine whether the bidders are qualified and whether the technical aspects are substantially responsive to the requirements set forth in the bidding documents, the Tendering Authority will examine the information supplied by the Bidders and shall award points to the bidders on the basis of the following:

The following criteria have to be fulfilled by bidders and shall be used to evaluate the technical bids:

Section No.		Technical Evaluation Parameter	Max Marks
A		Relevant Experience	25
	1.1	Bidder's Average Turn Over from IT/ITeS (Excluding IT Hardware/ Networking/Pure Manpower Supply) for the last four financial years (i.e. FY 2017-18, 2018-19, 2019-20 and 2020-21) <ul style="list-style-type: none"> • ≥ 25 Cr : 5 Marks • ≥ 20 Cr and < 25 Cr : 3 Marks • ≥ 15 Cr and < 20 Cr : 2 Marks 	5
	1.2	Bidder's experience in e-Governance project including Application software development/ customization and Software Support & maintenance services to any state/ central government organization/ PSU's (excluding Banks) only in India (At-least one project should be more than the amount Rs. 3.5 Crores). <ul style="list-style-type: none"> • ≥ 3 Projects: 10 Marks • 2 Projects: 8 Marks • 1 Project: 6 Marks 	10
	1.3	<ul style="list-style-type: none"> • Bidder's experience in Application development for Mines & Geology department or any mineral development corporation for any Central Government / State Government in India (At-least one project should be more than the amount Rs. 1 Crores). • ≥ 2 Project: 10 Marks • 1 Project: 5 Marks 	10



B		Technical Proposal, Presentation and Functional Demonstration	25
	2.1	Functional Demonstration / Presentation of proposed solution on RajMines (DMG Online Monitoring System) and Understanding on scope of project, Project approach, methodology & project Plan.	10
	2.2	Details of any one e-governance project executed with the features of the software platform.	10
	2.3	Detailed approach and strategy for deployment of qualified and experienced manpower for deliverables as per project plan.	5
		Total Marks:	50

Note: Technical Presentation and Hard Copy of a authenticated document detailing the criteria mentioned above shall be submitted by the bidder at the time of presentation.

- Scoring shall be done by the procurement committee on the technical presentation and document submitted for the above mentioned Technical Qualification Criteria.
- Marking for a given criteria may be given based upon sufficient proof towards said criteria on based on demonstration of the same in the presentation.
- Each technical bid will be assigned a technical score out of a 50 marks as per the aforesaid Technical evaluation criteria table. Bidders who score a technical score of 60% and above with a minimum of 60% marks in each of the two sections (A and B) of the Technical Evaluation Criteria will qualify for the financial bid opening and evaluation.

3.3. Additional provisions for qualifications:

In addition to the provisions regarding the qualifications of the bidders as set out in (3.1) above: -

- 3.3.1. The procuring entity shall disqualify a bidder as per the provisions under "Clause: Exclusion/ Disqualification of bids in Chapter-5: ITB"; and
- 3.3.2. The procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.
- 3.3.3. DMG reserves the right to verify all statements, information and documents submitted by the bidder in response to tender document. The bidder shall, when so required by DMG, make



available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of verification by DMG shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of DMG thereunder. If any statement, information and document submitted by the bidder are found to be false, manipulated or forged during verification process, strict action shall be taken as per RTTP Act 2012, procurement rules 2013 and subsequent amendments.



4. SCOPE OF WORK, ROLES AND RESPONSIBILITIES, DELIVERABLES, TIMELINES AND PAYMENT TERMS

4.1. Detailed Scope of work (SoW) for the selected bidder

DMG intends to engage with the competent agency for providing Study, Design, Development, Testing, Integration and Implementation of newly proposed works as per Annexure-1 under RajMines (DMG Online Monitoring System) and Operation, Maintenance & Support of overall RajMines (existing & proposed works) along with required customization/enhancement in Web Site, Application, Web Services/API's & Mobile Application on Android/IOS Platform etc. for the period of four years.

The scope of work for the Selected Bidder during the period of contract / engagement shall broadly include but not limited to the following:-

- a) Detailed System Study, Requirement Analysis, System Requirement Specification and submission of the respective reports.
- b) The Complete project duration is 4 year where the selected bidder shall complete the web/mobile application development as per scope in the period of 18 months in which bidder also provide compressive operation & maintenance (O&M) support service on overall RajMines Project (existing & proposed works)
- c) After the development of new proposed functionalities/modules and go-live (As per Annexure -1 scope) there will be an Operation & Maintenance (O&M) support services for the period of additional 30 months.
- d) Selected Bidder shall deploy the dedicated team for maintenance and support of existing system and new proposed development. The maintenance and support of existing system will include any type of customization or upgradation in existing running system as per department need. The team will also include a Helpdesk person deputed at DMG Udaipur which will be responsible to collect and resolve the stakeholder issue/problems over the call and emails in timely manner.
- e) Detailed System Study and complete understanding of Existing System including customization/enhancement and updation the as per department need.
- f) Dynamically configurable integrated workflow with specific need based configuration & dynamic creation of objects/ fields.
- g) There must be a facility to translate word to enable the functionality in Bi Lingual Language (English & Hindi) in proposed functionality.
- h) Integration with other e-governance applications/modules of the department and applications of other departments.



- i) Development of a comprehensive and exhaustive help for **RajMines** (DMG Online Monitoring System).
- j) Selected bidder shall prepare and submit a Detailed Project Plan towards the implementation of proposed modules and features in a phase wise manner to DMG.
- k) Troubleshoot the reported errors/bugs/issues and fixing on high priority basis.
- l) Ensure the overall smooth and 24x7 functioning of entire RajMines system.
- m) Development will follow all GIGW and Indian government website guidelines.
- n) Software Solution Testing along with reports.
- o) Data migration from legacy applications of DMG
- p) User Acceptance Testing (UAT)
- q) Manage the deployment of **RajMines** application and database at State Data Centre, Jaipur with managing version control, backup, configuration and coordination with Data Center team for smooth deployment.
- r) Security Audit / Safe to Host Certification of complete application and mobile application as per Data Center policy.
- s) Phase wise Go-Live of **RajMines**.
- t) Training and Capacity Building as and when required on **RajMines**

4.2. Detailed System Study & Requirement Analysis

The selected bidder has to conduct a detailed study of services, processes, priority areas, technology, existing application & other systems, people etc. to identify and finalize requirements, development & implementation methodology and strategy.

A. The bidder shall conduct proper study and requirement gathering with the concerned stakeholders and document the requirements as follows:

- a) Conducting a detailed assessment of the functional, technical and operational requirements as per the details mentioned in this bidding document: -
 - i. by interacting with concerned departmental officials, field officials, department decision makers, etc
 - ii. Reviewing the existing systems, databases, web service, applications, and Department websites.
- b) Understand/ assess input data and outputs/ reporting requirements
- c) Comprehensive System study is conducted at shortlisted field locations including subordinate office location and the same will be communicated by DMG.
- d) Collecting existing forms, registers, old maps, papers related to lease holder and reports formats.



- e) Identify the gaps in the existing process and recommending re-engineering of existing process in consultation with DMG.
- f) Assessment of existing applications and third party systems from prospective of integration with core application.
- g) Understand / assess data migration requirement from existing systems to new systems and define strategy to prepare and migrate the legacy data for the use of **RajMines**.
- h) Prepare different use cases scenario
- i) Detailed study of requirements of application components and solutions
- j) Prepare FRS detailing both Functional and Non-Functional requirements
- k) Obtaining Sign-off of FRS from the designated authority

B. Preparation of System Requirement Specification (SRS)

Prepare SRS based on the captured business, functional and technological requirements and undertake the following activities: -

- a) Visiting at least two to three field locations at SME & ME Level and other locations as advised by DMG to understand the functioning thoroughly and detailed working of various wings of the Department and other operational processes.
- b) Independent assessment of the requirements of the concerned department / user group and prepare SRS document.
- c) FRS will be based on detailed study and after consultation with DMG.
- d) Prepare and maintain various design documents based on principles of modular approach to develop secure and scalable application software (Software/Mobile) including:
 - i. Data Flow Diagrams (DFD)
 - ii. High Level Design (HLD)
- e) Obtaining Sign-off of SRS from the designated authority

C. Improvising solution architecture and requirement specifications based DMG requirements to fulfil overall project outcome in reference to efficient, effective & timely implementation of project.

D. Shall adopt an industry standard methodology for Software Engineering, covering the entire SDLC (Software Development Life Cycle)

It is envisaged that the overall requirement would be developed on an incremental basis with the changing scenarios and requirements of DMG.



4.3. Design & Development/Enhancement of modules/ sub modules of Application

- I. The bidder shall prepare & submit System Design Document (SDD) based on principles of enterprise, service oriented architecture and enterprise architecture to provide for secure and scalable application software. The design should be modular and should fit within the core infrastructure of DoIT. Selected bidder shall submit the SDD including:
 - a. Solution Architecture
 - b. Application Architecture
 - c. Network Architecture
 - d. Security Architecture
 - e. Deployment Architecture
 - f. Database Design
- II. The above Architectures/ Design(s) must be compatible and interoperable with existing system.
- III. Bidder should design the Logical Data Model of the Core Database based on the understanding of the information needs of DMG and existing information items. The Logical Data Model shall include the definition of data structure or schema diagram and data dictionaries and metadata developed explaining specific entities, relationships and dimensions identified as a part of the Logical Data Model.
- IV. The Logical Data Model should address the multiple needs of DMG in terms of:
 - a. Retaining a copy of the information content captured as-is
 - b. Arranging the data in the manner that facilitates easy analysis
- V. The bidder shall be responsible to present the demo of prototype of all input screen layout and output reports format etc. to the DMG.
- VI. The bidder shall be responsible for the development of dynamic content and feature rich Web portal for the department and as per the guidelines issued by the Govt. of India and Govt. of Rajasthan for the development of the government websites/ portal like GIGW etc. All the sections of the Web portal should be of dynamic nature and must be supported with a Content Management System (CMS) for easy content management and administration of the same.
- VII. RajMines should support at least Unicode 5.1/ 6.0 standard based Bi-lingual versions for user interface. It is expected to be in Hindi and English (India) languages. The users should see the labels and captions on selected language and additionally be able to feed-in their data in the language of their own choice as per the requirement. Also, the selected bidder must translate, at its own, the equivalent Hindi Captions for the English version (without altering the meaning) of RajMines and the same must be submitted to the DMG for approval before implementation/ uploading or vice-versa.



- VIII. To maintain information security during transaction the developed application should support both HTTP and HTTPS. All internal data communication shall be done through encrypted mode using SSL 3.0 (SSL certificate to be deployed by the bidder on the Web/ Application Server for the entire project duration). SI shall follow the eSAFE: eGovernance Security Assurance FramEwork Guidelines for Implementation of Security Controls issued by the Department of Electronics and Information Technology (DeitY), Ministry of Communications & IT (MCIT), Government of India" which can be downloadable at given below address:

i. https://egovstandards.gov.in/sites/default/files/Published%20Documents/eSAFE-GD210-ImplementationGuidelines_ver1.0.pdf

- IX. The information and forms collected from various sources and the development/enhancement of the web portal and application will have to be converted into appropriate electronic open standard format(s) as mentioned in "Interoperability Framework for E-Governance in India-Draft v0.6 issued by Department of Information Technology (DIT), Ministry of Communications & IT (MCIT), Government of India" issued vide Document No IFEG;01 Version 1.0 May 2012. downloadable at given below address:

i. https://egovstandards.gov.in/sites/default/files/Technical_Standards_for_IFEG_Ver1.0.pdf

- X. Audit trail should be maintained. All deleted & edited records should be traceable and copy of all editions/ deletions should be available with MIS reporting of the same. The audit trail should be preserve in securely and no user other than authorized users should be allowed to view audit record.
- XI. The successful bidder will develop any new application/module with provision of software integration of third party application involving all services and software functionalities as described below:

- a. User Access Control
- b. Dynamic Objects and its field creation
- c. Dynamic creation of respective web pages for each object
- d. Workflow Management
- e. Reports Creation & various export facilities
- f. Web Content Management System
- g. Document Management System
- h. Dash Board
- i. Application Search engine

- XII. User Access Control: The application/module must have integrated user level application security/ monitoring features with the following: -



- i. Definition of Roles and Users
 - ii. Define Role-wise add/ edit/ view/ delete rights for each Entry Form/ Report in all modules
 - iii. Digital Time and User Stamping of each transaction
- XIII. The development should be based upon automated work flow system, open standards and 64-bit architecture. It should also allow designated user to customize workflow as per the operative policies and business rules of DMG.
- XIV. Content Lifecycle Management: The bidder would be required to provide automated facility/ tool to maintain the complete life cycle of all the contents. The functionality should provide at least two features for lifecycle automation as mentioned below:
 - a. The ability to conduct scheduled releases of content and
 - b. The ability to set expiration date for a content element. Both automated processes ensure that content is published and expired on time, without manual intervention.
- XV. The successful bidder will develop/enhance the application with built-in module or provide software integration of third party applications involving all services and software functionalities as described in Annex-1.
- XVI. Version Control & Archiving: The SI would be required to use version control and archiving facility as strict version control is necessary for legal accountability, backup and disaster recovery. A simple but powerful interface must be provided for these features viz. date based snapshots, version comparing etc. Check in and checkout ability is therefore an essential component of content management. Versioning should also allow contributors to know whether they are working with the latest version, and allow them to merge changes made in separate versions when needed.
- XVII. The Web portal & the Application developed should be compatible with all the common web browsers i.e. Web portal & the Application so developed should be browser independent (at least 32bit and 64bit MS-Internet Explorer v8.0, 32bit Google Chrome v15.0/ Mozilla Firefox v3.0, Apple Safari).
- XVIII. Selected bidder will initiate conceptual design of modules finalised in the study phase and involves architectural design, logical design of modules, physical product design and the final design in the subsequent reviews.
- XIX. Selected bidder will include logical design, architectural design, flow charts, decision tree, wire frames and so on in the conceptual design of the modules.
- XX. As the development of **RajMines** will be in phase's manner, the Bidder shall deploy its team in groups and assign the responsibility of system study in such a way that each group will conduct detail system study independent to other software development groups and will ensure that they cover all the milestones of the Project. However, Bidder's core team



- shall review the outcome of system study done by all groups and identify the common processes, inter-linked features & integration requirements for all the modules & features.
- XXI. Selected bidder will initiate development of modules as per the approved design and redevelopment of modules as per subsequent spirals and designs for web as well as mobile app (Android & IOS).
- XXII. Based on the feedback or testing phase, changes in spirals and design document will also be made by the selected bidder with the respective functionalities of module/ sub modules of the application. The version should be maintained by the selected bidders for those documents and the codes since from baseline to finalization.
- XXIII. The bidder is responsible to provide a state of an art technical solution for the technical requirements and scope of work mentioned in the bidding document.
- XXIV. The application software development work should be in compliance to the best practices, applicable industry standards and respective guidelines issued by Department of Information Technology (DIT), GOI and DOIT&C, GOR
- XXV. Bidder would involve competent and qualified personnel for the fulfilment of deliverables mentioned in the bidding document.
- XXVI. The development of various application modules shall be done by selected bidder keeping essence of the objectives of the application.
- XXVII. Wherever required, data migration from any existing systems shall be done with cleansing of data.
- XXVIII. To maintain business continuity the SI shall make use of existing development stack available in RSDC.
- XXIX. The existing Development Stack for design / development, customization and deployment of the solution already available in RSDC are given below:

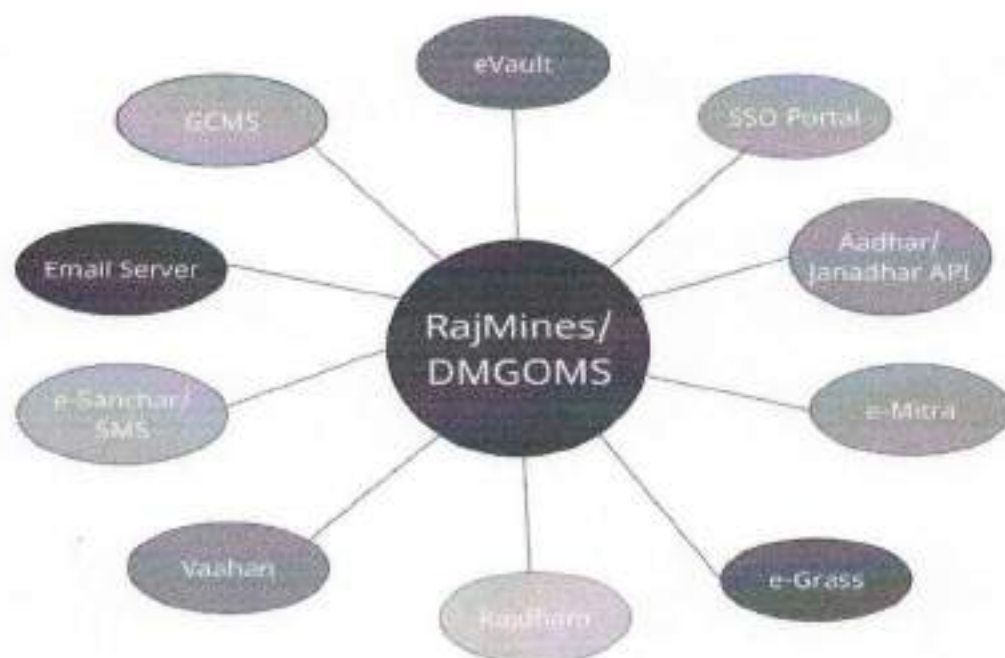
S.No.	Item Description	Product Available
1.	Application Server	IBM WebSphere Application Server / Windows Server / Web logic
2.	Web Server	IBM WebSphere Application Server / Windows Server 2014 / Web logic
3.	GIS	Arc GIS 10.2.3 Enterprise
4.	Database Server	Oracle Server / EXA Data / SQL Server 2014 R2
5.	Document Management System (DMS)	Omnidocs / FileNet
6.	Content Management System (CMS)	Adobe Experience Manager (AEM)/ SharePoint/ IBM Content Management
7.	Programming Language	Java / .NET
8.	Analytics:	A. SAS Analytical Stack f) SAS® Enterprise Content Categorization

S.No.	Item Description	Product Available
		g) Additional SAS® Text Data Language Pack – Hindi h) SAS® Sentiment Analysis i) Additional SAS® Sentiment Analysis Language Pack – Hindi j) SAS Enterprise Miner – Desktop k) SAS Text Miner - Desktop l) SAS Analytics Pro – Desktop m) Platform suite for SAS n) SAS Office Analytics o) SAS add-on / Access Interface to Oracle p) SAS add-on/ Access Engine (ODBC) q) SAS Fraud Framework for Government r) SAS Visual Analytics B. Equipped with big data analytics platform (Hortonworks) with an overall capacity of 1 Petabytes at its State Data Center (SDC). C. Tableau D. Qlick

Note: These components shall be provided by RISL/ RSDC/ DoIT&C/DMG and bidder need not include the cost of these products in the financial bid.

4.4. Integration with other applications/modules:

- a) The selected bidder shall ensure the smooth integration of existing services with RajMines.



- b) The bidder shall be responsible for providing integration support and/ or complete

integration activities for integrating the application's modules/ submodules with other applications/ modules that may be decided in future course of action by DMG during the entire contract period.

c) The bidder shall integrate below services/ applications/ systems with RajMines-

- i. Pollution Control Board department (EC and CTO clearance services)
- ii. BRN (Business Registration Number) Integration
- iii. TCS Integration
- iv. NMET Payment Integration
- v. MSTC (Auctioned information)
- vi. DMG website

New modules shall be designed and developed considering integration possibilities of RajMines with the following tentative list of third party applications/ systems in DMG/DOIT&C/ RISL and shall do the integration as per DMG need:

- i. RAJDHARAA – State Wide Unified GIS platform for the State of Rajasthan.
- ii. GIS map with GPS system to be provided by Government of Rajasthan
- ii. Mobile Service delivery gateway (SMS gateway)
- iii. SSO
- iv. RAAS
- v. Various analytical tools (SAS etc.)
- vi. Rajnet
- vii. State Data Centre
- viii. Rajsampark
- ix. Raj e-sewadwar
- x. E-Office
- xi. Various MIS/applications of DMG/DOIT&C department

The necessary permission from the concerned department regarding the integration will be provided by the department.

- d) The selected bidder shall ensure that all the integration of government applications and third party solutions with developed **RajMines** shall be done through the Enterprise Service Bus (ESB), which shall act for middleware functionality of the application. The access and control to the gateway for this purpose shall be provided by DMG to the selected bidder.
- e) An Enterprise Service Bus (ESB) is a software architecture model used for designing and implementing communication between mutually interacting software applications in a service oriented architecture (SOA).
- f) State Government has implemented IBM integration Service Bus as part of its core infrastructure in RSDC as the middleware bus and would be used in integration of backend application, databases and third party applications.





- g) The integration possibilities/ solutions will be envisaged and deployed gradually during the entire period of contract.
- h) The selected bidder shall provide all necessary support for integrating developed **RajMines** with existing e-governance applications of selected organizations.



4.5. Mobile Application Development:

DMG already have a mobile based application for the Departmental Stakeholders and Officers. This application is developed on Android/ IOS platform by using IBM work light platform, which is available at RSDC. This mobile application has following features as of now-

- Functionality to generate e-Rawanna & e-TP for stakeholders
- To verify/check the details of generated eRawanna and eTP for departmental users.
- Role based functionality.
- Dashboard for quick statistics.

Used tools and technology	
Framework Details	1. Tool: Worklight 2. Ionic Angular 6.3
Deployment	1. Mobile First Platform 6.3

Following is the scope of new mobile app development which will be incremental of existing apps but not limited to:

- Maintain and ensure the smooth functioning of existing mobile application.
- Development of new modules/functionality-

In Stake Holders Profile-

- Application status tracking
- Demand and assessment Information
- Dues, Expiry and other notifications

In Officers Profile-

- Field based Panchnama creation and integration with existing module.
- Mines Inspection Module
- Quick MIS Reports

4.6. Database Design Document

- Selected Bidder shall also maintain a RTM (Requirement Traceability Matrix), ER diagrams and shall provide the same to DMG, as and when requested for.
- RajMines** shall work both in Hindi and English Languages. Labels and Master data shall be inserted in the database in both English and Hindi language. Details of various master data which shall be required in Hindi language shall be finalized during SRS stage.
- Data shall be entered in the **RajMines** primarily in English language. In certain exceptional cases where data is mandatorily shown in Hindi (e.g. Application forms,



Payment Receipts), bidder shall provide the functionality for transliterating the entered English data to Hindi.

- d) The selected bidder shall conduct rigorous testing of the database related changes of **RajMines** thoroughly and conduct unit and integration testing at his end before deploying any versions at RSDC.
- e) The selected bidder would be required to provide version control and archiving facility for database and **RajMines** as strict version control is necessary for legal accountability, and disaster recovery. Versioning should also allow contributors to know whether team is working with the latest version, and allow them to merge changes made in separate versions when needed.

4.7. Master data Collection Templates:

Selected bidder shall prepare master data collection templates and user guidelines in the excel/ CSV / Text/ any other formats as desired by DMG during the design and development phase which can further be used for migration of digitized data of field offices through these templates

Bidder shall deploy the RajMines at RSDC staging servers after completion of every activity for demonstration of the application / UAT to DMG.

4.8. Key Modules

Below list of key modules is an indicative list and will be finalized by DMG during the requirement gathering / SRS phase.

INDICATIVE MODULE Description		
Panchnama App	Auction Monitoring	Mines Inspection App
Mineral Inventory	E-Payment (DMFT/NMET etc.)	KPI Performa
Contractor Module (Token Generation)	Online Cash Receipt	Application Module (LoI/Permit)
Due Module	Conveyor Belt Linking	Redesign of Website & login Dashboard
Mining Plan Submission	MIS & Analytical Reports & Notifications	GIS Mapping

Implementation of these modules will need to be done in phase wise manner as per plan of DMG.



Functional requirements need to be gathered and documented by the selected bidder and key requirements adhere to details in Annexure-1.

4.9. Testing of Developed Modules/ Functionalities:

Testing of developed application majorly covering unit, functional, performance, security, load and integration testing at staging/live RSRDC server and undertake the following activities: -

- A. Prepare & submit Test Strategy, Test Plan and Test Cases to DMG.
- B. Obtaining sign-off on testing approach and plan.
- C. Conducting testing of various components/ modules of the software developed. The bidder shall be required to share the testing documents and standards with the designated third party auditor (TPA), wherever applicable/ required.
- D. Execute and perform various applications/ modules/New feature testing like performance, load, security, quality testing etc.
- E. Preparing separate test cases & test result for interlinked / interdependency of existing modules and ensure the proper functioning and performance before final deployment at live server.

**A. User Acceptance Testing (UAT)**

Selected Bidder shall give a detailed demonstration of different module-wise functionalities of developed **RajMines** to DMG after deploying the **RajMines** at RSDC staging servers. Once the changes suggested by DMG in the application are done, bidder shall deploy the modified version of the application (Herein referred as Beta version) for User Acceptance Testing at RSDC. Department shall conduct functional testing of **RajMines** once the Beta version of the application is deployed at RSDC.

The selected bidder shall also be responsible for:

- a) Prepare detailed UAT plans, schedules, procedures and formats
- b) Preparation and submission of detailed UAT plans/ schedules/ procedures/ formats.
- c) Obtaining sign-off on testing approach and plan from the designated authority.
- d) Performing Hardware and Software Testing: Conducting and demonstrating testing of various components/ modules of the software developed.
- e) The bidder shall be required to share the testing documents and standards with the designated software testing team, wherever applicable/ required.
- f) Rectifying the issues/ bugs as well as impact on existing system (if any) reported during the testing up-to the satisfaction of DMG.
- g) Undertake the change management and maintain a log of resolution of bugs reported by using any tool like Bugzilla, etc.
- h) All the costs towards testing & commissioning to be borne by the selected bidder.

B. Performance Testing

- b) Bidder shall do the performance/ Load testing of the application using the HP Load runner tool available with DoIT&C/ RISL/DMG for minimum of 500 concurrent users.
- c) Response time for any pages/ requests should not be greater than 10 seconds and hardware utilization for application/ web server and database server should not be more than 60%. Minimum hardware which shall be provided for the performance testing is given below

Application/ Web Server- 16 Cores, 64 GB RAM

Database Server- 16 Cores, 64 GB RAM

- d) Final approval/user acceptance of the **RajMines** and system shall be given by DMG. This is the responsibility of the Selected Bidder to obtain the UAT approval from DMG.

**4.10. Security Audit / Safe to Host Certification of Developed Modules:**

The Selected Bidder shall get the Safe to Host Certification of complete RajMines system (website/application/mobile app etc) after each phase or as per the requirement of RSDC (including all the pages) from the Cert-in empanelled vendors/ third party external agency selected by DoIT&C/RSDC and when required and undertake the following activities:

- a) Ensure developed application is free from Vulnerability / bugs / defects etc. mandatory for clearing Security Audit / Safe to Host Certification as per the direction of DMG/RSDC.
- b) Share all the relevant documents like FRS / SRS / Test Cases as required by the third party external agency.
- c) Incorporate desired changes in the developed application software suggested by the third party external agency.
- d) Based on the audit reports submitted by the TPA, the selected bidder shall make the required changes to the website/ application at no extra cost and subsequently final spiral and design documents will be submitted to DMG/RSDC for sign off.

4.11. Deployment & Configuration

- a) The selected bidder shall deploy the build of changes of RajMines at the RSDC server after passed test results and integrate the solution with the infrastructure at RSDC to host the application.
- b) The Selected Bidder shall be responsible to coordinate with RSDC team/operator to host, install and configure RajMines at RSDC, Jaipur. Selected bidder shall comply with the policies of RSDC.

4.12. System Integration and commissioning (Go live)

- a) Selected Bidder shall deploy RajMines and configure it with middleware and third party tools like Content Management System, Document Management System (provided by RSDC / DoIT&C/RISL/DMG) to meet the functional requirements. Only after the Go-live of the **RajMines**, the entire infrastructure would be deemed to have been commissioned
- b) Selected Bidder should provide all related documents viz. user manual (Role wise), training dockets, any other documents required by DMG as mentioned in this RFP document.



4.13. Assistance to Third Party Auditor (TPA)

DMG may appoint Third Party Auditor (TPA) at its own cost to conduct the technical review and audits of work performed by Selected Bidder. Selected Bidder shall provide access of the systems as required by TPA for conducting the audits etc. Selected Bidder shall resolve the Gaps/ issues identified by the TPA after consultation with DMG..

4.14. Data Migration

- a) DMG has an old Online Application and selected Bidder will need to migrate the required legacy data into **RajMines** (if required).
- b) Selected bidder shall coordinate with the field locations / administrative department wings for migrating legacy data from the old/existing online application.
- c) DMG shall provide the database schema and sample data to the selected bidder.
- d) Selected bidder shall prepare the migration scripts and migrate the sample data provided by the Department and create user rights for the Departmental users.
- e) DMG shall validate the sample data entered in the system and after their written approval, selected bidder shall migrate the complete data in the application.
- f) Selected Bidder shall ensure 100% accuracy in the migration of data and in case if any issues/ mismatched found in the migrated data, it shall be corrected by the Selected Bidder on immediate basis.

4.15. Implementation and Support:

- a) The bidder shall be responsible for implementation/ deployment of enhanced modules/ new developed modules/ any other required changes in the application during entire period of the contract.
- b) The bidder shall coordinate and provide support to all stakeholders of the project for successful implementation.
- c) The selected bidder has to deploy required onsite resources to provide support and maintenance of the application.
- d) The selected bidder shall follow the phase wise development and deployment strategy and ensure the execution of each activity like design, development, testing, go-live etc. in timely manner. Phase wise module's development and deliveries are stated below. Priority of modules may be change as per need of DMG but same will be conveyed to bidder well in advance.



#	Name of Module	Required Functionalities description
Phase -1		
1	Vigilance Module	Mobile based Panchnama Creation
2	KPI Performa	Need to transform department KPI Performas into digital form. Also, required various reports and analytical graphs to monitor the progress.
3	E-payment Module	a) NMET Payment Provision. b) Payment provision in applicant login (to deposit advance royalty/premium/dead rent/dmft etc..). c) Online payment provision on departmental website. d) New DMFT PD account integration for online payment.
4	GIS Mapping Module	Online application Scrutiny
5	E-Rawanna Module	eRawanna cancellation Process.
6	Contractor Module	a) Online application for RCC/ERCC Registration, processing and issuance of certificate is to be online as per RMMCR, 2017 Rule 35 to 44. b) Online receipt/token generation by RCC/ERCC against the rawanna at their contractor naka.
Phase -2		
1	Mines Inspection	Mobile based Mines Inspection
2	Application Module	Issuance of Online Lol and Permits
3	Auction Monitoring Module	Provision to monitor the status and stages of actionable/auctioned Plots and Blocks.
4	Weighbridge Module	Enhancement in Weighbridge services and GPS integration.
5	Mineral Inventory	District wise mineral inventory system and integration with Rajdhara.
6	Activity & logs Report	User wise activity and log history.
7	Assessment Module	Provision for Royalty Assessment of Leases as per MMCR, 2017 Rule(46)
Phase-3		
1	Departmental Dues monitoring module	Module to monitor departmental Dues & Recovery
2	Online Cash Receipt	Provision to generate online Cash receipt at Royalty Collection check-posts
3	Conveyor belt integration	Integration of Conveyor belt for e-Rawanna generation
4	LIS Module	a) Mineral wise CTO Provision. b) Auto mapping of Lease and ERCC Contract. c) Integration with Pollution control board d) Royalty Schedule Management



5	Demand Module	a) Issuance of online No-dues certificate for Stake Holders. b) Simplification of Demand Register
6	Redesign of Website & login Dashbord	Redesign & Redevelopment of Mines website & stakeholders dashboard with graphical User interface and notifications system.
7	MIS & Analytical Reports & Notifications	a) Various new reports i.e. Pending demand, Pending assessment, Pending return, Production report, Production & Dispatch report, Office wise targets & revenue graph etc. as per DMG requirements. b) Notification : Lease Expiry/Dead Rent Revised/Dues/CTO limit/CTO & EC and Mining Plan expiry/FD & BG expiry/RCC-ERCC Contract Expiry etc. as per DMG requirements.
8	Mining Plan Submission	Provision to submit Minting Plan. It can be approved/rejected/ query by the the concerning officer.

Note: The details of each modules & features / process mentioned above shall be gathered by the selected bidder and shall obtain approval of DMG including the additional requirements as per Annexure-1 (Functional Requirement Specifications). The Bidder may also prioritize the development of application modules as per the requirement dependency but subject to approval of DMG. The bidder shall refer it for effort estimation and financials.

4.16. Training and Capacity Building:

- The bidder shall be responsible for providing training for new modules and enhanced functionalities to the officials/locations selected by DMG.
- The bidder shall provide resources (Trainers) for onsite or offsite training as and when required to make field officials well conversant with the functionalities, features and processes. The schedule of the training programs shall be intimated to the selected bidder in advance at least 4-7 days before from the date of the training program.
- The bidder shall be responsible for preparing Training manuals for all the modules and shall update the training manuals and user manual of the application every month by incorporating the enhancements in each module.
- DMG may engage the bidder as and when required for providing training support during any VC/ training session scheduled for the stakeholders at various levels.
- Training of trainers (ToT) models for the training may be followed if required by DMG.
- The training locations in Rajasthan, batch size, mode of training (Onsite/ Offsite), duration etc. will be decided with the DMG, Rajasthan as and when required.
- The bidder shall submit details of each conducted training session including Attendance record sheet of attendee.(in Hard Copy)


h) DMG/DoIT&C will arrange infrastructure for training.

4.17. Provide Operations & Maintenance Services (O&M):

Selected Bidder shall provide FMS for a period of four years including following major activities but not limited to:-

The bidder shall manage complete operations and maintenance of the developed application and ensure that the developed application is bug/ error free, running smoothly and simultaneously incorporate necessary changes in the application functionality as approved by DMG. During this phase the bidder is also responsible for complete knowledge transfer to DMG team. Broad activities would include: -

- (a) The bidder shall provide the minimum dedicated manpower onsite mentioned in the scope at DMG Department for day-to-day operations and maintenance of the overall project as per the awarded scope of work. The bidder, if required, with prior permission from DMG, may also deploy additional manpower for smooth functioning of the project and at no extra cost.
- (b) The bidder, with the help of the deployed manpower, shall be responsible for: -
 - i. End to end management of the helpdesk by logging and resolving the complaints of the various locations to ensure that the solution is functioning as intended and that all the problems associated with the operations are resolved satisfactorily.
 - ii. Overall administration, operations, monitoring, maintenance, MIS generation etc. of the Application software and to ensure the desired uptime. This would also include bug fixing, content management (content collection, translation, conversion, upload), database management, minor changes to the application software, reply to the queries/ feedback/ suggestions/ complaints from all the stakeholders.
 - iii. The bidder shall maintain version control and archives of source code, web site content and database.
 - iv. Coordinate with State Data Centre team and deployment of RajMines system build at regular interval.
 - v. Download definitions/ patches/ updates/ service packs of the deployed third party tools/ middle ware Software, this includes infrastructure at RSDC Jaipur.
 - vi. The bidder make use of existing helpdesk management system (web enabled with SMS and email based alert system) available at RSDC, GOR, for Helpdesk Call Management and SLA Reporting. Any additional licenses required for the IT Helpdesk shall be provided by the RISL/DoIT&C/DMG.
 - vii. During and after the end of the project period, the bidder shall refrain from canvassing DMG Department / RISL/ GoR and any of its associates with any claim for employment of the bidder's personnel deployed under the project.
 - viii. The staff provided by the bidder will perform their duties in accordance with the





instructions given by the designated officers of DMG from time to time. DMG will examine the qualification, experience etc. of the personnel provided before they are put on positions. The bidder has to take approval from DMG for the proposed staff before their deployment. DMG reserve the right to reject the personnel, if the same is not acceptable, before or after commencement of the awarded work/ project.

- ix. At no time, the provided manpower should be on leave or absent from the duty without prior permission from the designated nodal officer of DMG. In case of long term absence due to sickness, leave etc. the bidder shall ensure replacements and manning of all manpower posts by without any additional liabilities to DMG. Substitute will have to be provided by the bidder against the staff proceeding on leave/ or remaining absent and should be of equal or higher qualifications/ experience.
- x. The proposed services shall be normally manned from 9:30 AM to 6:30 PM but may vary as per the requirement throughout the project period or as decided by DMG.

A. New Development and Enhancement during period of contract:

During the Operations & Maintenance Support phase, the bidder shall be responsible for doing any kind of new development including:

- i. Addition of new functionalities/ features/ modules envisaged by the procuring entity in the existing application
- ii. Third-party Application integration
- iii. Modification/ up-gradation/ enhancement in the Process or functionality to fix some complex problem requests or defect fixing to upgrade the application performance.
- iv. Business Intelligence Analytics & MIS Reports as per new format defined by procuring entity as per their requirement
- v. The deployed resources shall work under the guidance of Office-In-Charge DMG and shall undertake all the above mentioned activities and beyond as per the requirement of DMG.
- vi. It is envisaged that the new requirements during the O&M phase would be developed on an incremental basis with the changing scenarios and requirements of DMG. The Bidder shall employ an AGILE methodology of application/ module development. Methodology of SPRINT development and approval shall broadly include the following steps:
 - a) At the initial level of each SPRINT process the bidder is expected to map all the current requirements of DMG through various meetings and convert these requirements into SPRINT documents mentioning the approximate timelines for release of each points in the SPRINTs
 - b) The SPRINT document shall be reviewed by the DMG for finalization of the time period for each activity mentioned in the SPRINT

- c) After finalization of the SPRINT, the bidder shall carry out necessary activities (including thorough testing) required for the SPRINT release within the stipulated timeframe
 - d) The SPRINT shall be released within the stipulated time period and the status of each point shall be updated to DMG for necessary verification.
 - e) DMG shall conduct verification/ UAT of each requirements mentioned in the SPRINT and shall point out the failure points in the SPRINT
 - f) All the failed/ rejected points in a particular SPRINT shall automatically be included in the immediate next SPRINT for necessary rectification
 - g) The above process shall be followed for finalization and release of all subsequent SPRINTs during the entire project tenure
- vii. To perform the aforesaid tasks. The bidder shall provide onsite technical support team of minimum required technical qualifications and experience as mentioned in the RFP.
- viii. Also, it would be the responsibility of the bidder to retain the deployed manpower for the entire Contract/ Project duration or in the event of a resource leaving the employment with the bidder, the same shall be notified well advance in time to DMG and thereafter be immediately replaced with another resource of equivalent minimum qualifications and experience.
- ix. As Hindi is Official Language of the Government of Rajasthan, the bidder has to appoint personnel having proficiency with Hindi language.
- x. The bidder has to conduct requisite sessions of complete knowledge transfers during the O&M phase to DMG team which covers the logical concepts, technology/ code, security parameters etc. of the developed system.
- xi. For documentation, development, designing, testing, database administration, deployment or any other activity of SDLC, the selected bidder may maintain sufficient manpower any time considering scope of the work and SLAs defined in the RFP without any additional cost to DMG. The bidder has to provide details of each manpower to be deployed onsite/offsite for the project in the format given at Annexure-10.

The selected bidder has to deploy the minimum following technical manpower of required experience and qualification at onsite as per Annexure-10 for the initial 18 months of contract period for New Development & Support on existing RajMines System:

S.No.	Description	Quantity
1	Senior Technical Project Manager	1
2	Technical cum Project Lead	1



3	Senior Software Developers (At least 1 Mobile App Developer)	4
4	Software Developers (At least 1 mobile App developer)	3
5	Full Stack Developer (Development+ Designing+ Testing etc)	1
6	Database Administrator	1
7	Test Engineer	1
8	Web Designer	1
9	Helpdesk Engineer/ Customer Support Engineer	1

Note: Wherever referred, Senior Technical Project Manager, Technical cum Project Lead, Senior Software Developers (At least 1 Mobile App Developer) belongs to Senior Resource Category, Software Developers (At least 1 mobile App developer), Full Stack Developer (Development+ Designing+ Testing etc), Database Administrator, Test Engineer & Web Designer belongs to Junior Resource Category and Helpdesk Engineer/ Customer Support Engineer belongs to Support Resource Category.

However, the selected bidder has to deploy the following technical manpower of required experience and qualification at onsite as per Annexure-10 for next 30 months of contract period for O&M Support on RajMines System (Existing & Newly Developed):

S.No.	Description	Quantity
1	Technical cum Project Lead	1
2	Senior Software Developers (At least 1 Mobile App Developer)	2
3	Full Stack Developer (Development+ Designing+ Testing etc)	1
4	Helpdesk Engineer/ Customer Support Engineer	1

Note: If selected bidder unable to meet the delivery of the given requirement in given time frame, may have to increase the additional suitable resources as per the project needs without additional cost involved.

Support & Maintenance Reports

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

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

#	Activity	Deliverable	Frequency	Time Frame
•	SLA Support & Maintenance (User)	Log reports of help desk, Incident Ticket / Call resolved, unresolved and escalated issues	Weekly (Online through email etc.)	Weekly
		Consolidated Report on Calls / Tickets Logged, Resolved and Escalated	Monthly (In Hardcopy)	Within 1 Week of end of each Monthly
•	Availability of Onsite Team	Attendance Report of Onsite team deployed at DMG duly approved by designated authority	Monthly (In Hardcopy)	Within 1 Week of end of each Monthly
•	Availability of RajMines	Uptime report from EMS indicating uptime and downtime of RajMines	Monthly (In Hardcopy)	Within 1 Week of end of each Monthly

**4.18. Help Desk Support**

The Selected Bidder shall deploy 1 Helpdesk Engineer/ Customer Support Engineer at Citizen Call Centre (CCC) DMG Udaipur during the office hours for complete contract period and the payment will be made by the selected bidder to Helpdesk Engineer/ Customer Support Engineer. Additional cost of the usage of toll free number, same can be paid by the selected bidder at actual.

Selected Bidder should be able to perform following:-

- a) Handle teething issues of the departmental users, lease holders or as communicated by DMG.
- b) Be accessible to all the project locations and their end-users on telephone/ e-mail.
- c) Prompt Reply to the queries/ feedback/ suggestions/ complaints from all the stakeholders.
- d) Allow creation of a ticket for any problem faced by user and same should be closed by them after the resolution of the problem.
- e) Escalate the problem to higher designated authority in case of approval issues.

Upon review of the quarterly performance of the calls being logged at Help desk with respect to the functioning of the RajMines, the number of help desk executives can be increased or reduced as well.



4.19. Project Duration

The total contract period for the project is four years which shall commence at the deployment of team and initiating the project after signing MoU between DMG & bidder. Initial 18 months will be towards Design, Development, Customization, Testing, Integration with other applications, Deployment & Training of newly proposed functionalities/modules of **RajMines**(DMG Online Monitoring System) with operation & maintenance (O&M) support to overall RajMines System(Existing & Newly developed) and thereafter Operation & Maintenance (O&M) support period of 30 months will be provided by the selected bidder for existing RajMines system and newly developed modules/features.

- a) Selected bidder will be responsible to scale up the Support and Maintenance team as and when required to ensure smooth project execution throughout the duration.
- b) Selected bidder needs to appoint a single point of contact (SPOC) for the entire duration of the project (development, implementation & maintenance). This SPOC will be to act as a liaison between DMG and bidder in order to resolve the issues / or to address the concerns raised by DMG. Also, escalation contacts apart from SPOC shall be provided to DMG to ensure timely resolution of the issue.

Operation & Maintenance (O&M) support period can be increased as per existing rates of Support & Maintenance of **RajMines** for maximum 12 months after mutual agreement of DMG & Bidder.

4.20. Roles & Responsibilities of Stakeholders:

- a) Responsibilities of DMG
 - i. Coordination with all the stakeholder involved for successful implementation of the enhanced feature and new modules
 - ii. Provide administrative support to the bidder
 - iii. To ensure active participation from the departmental users.
 - iv. To identify and appoint overall nodal officer and appointing module wise additional nodal officer for facilitating the project execution.
 - v. Review and approve project management plan and deliverables of the implementation agency/ system integrator
 - vi. Explain the functional requirements and provide required inputs/formats/documents/data in detail to the bidder
 - vii. Monitoring of the contract from time to time and conduct review meetings at defined regular intervals to monitor the overall progress of the project.
 - viii. Provide feedback on changes to be in the solution to improve usability of the application software.



- ix. To ensure close coordination of all the participants and the external agencies involved in the project.
- x. To provide necessary permission and approval of DoIT&C/other government department/agency for integration purpose.
- xi. To provide necessary administrative support for deployment at RSDC Jaipur.
- xii. Oversee the proposed training plan.
- xiii. Approval of change management upon requests received from bidder
- xiv. To ensure timely project milestones sign offs
- xv. Review milestones achieved and approve payments to the Selected Bidder as per SLA.
- xvi. Provide any other help/ assistance/ co-ordination required for successful implementation and operations of the work/ project.
- xvii. Provide necessary seating arrangements, electricity, internet connection to the development and support team
- xviii. Overall Project Management

b) Responsibilities of the Selected Bidder:

- i. To design, develop, test, and implement a secure, scalable solution in secure manner and in line with IT Architecture and IT policy of Govt. of Rajasthan.
- ii. Adopting open, interoperable standards by following international and national industry and govt. standards.
- iii. To perform activities in time bound manner as defined in the scope of the work and the RFP.
- iv. To coordinate with all stakeholders of the project as per DMG directions
- v. Achieved milestones, Deliver the deliverables (Softcopies & Hardcopies) and get sign off within the timelines defined in the RFP.
- vi. Adhere timelines and maintain the SLA mentioned in the RFP
- vii. Prepare risk management plan and implement the plan whenever the risk occurred during the project.
- viii. Providing necessary computer hardware/laptops
- ix. To establish development environment for the developers/support team and providing all necessary computer hardware or software infrastructure to the deployed team.
- x. Submit softcopies and hardcopies of the all project related documents to DMG.

4.21. Project Deliverables, Milestones and Timelines

In view of the volume and complexity of the Project, Selected Bidder is expected to carry out all ground work for implementation including documentation, coordination with DMG and other



stakeholders of the project, site survey etc. These reports or deliverables are to be submitted timely by Selected Bidder to the DMG to ensure the timely and smooth execution of project. However, Selected Bidder has to prepare and submit any required information in form of Reports / excel sheet / document desired by DMG related to the project other than defined hereunder in the table as per the phases mentioned below:-

Deliverable linked to Project Activity

S.No.	Milestone	Deliverable (Reports/ Documents)	Time Schedule
1	<ul style="list-style-type: none"> ✓ Agreement Signing ✓ Onsite Support Team Deployment 	<ul style="list-style-type: none"> → Signed Agreement → Deployment of minimum 1/3 of a team for existing project support 	→ T = T0* +30 Days
2	<ul style="list-style-type: none"> ✓ KT of existing system ✓ Onsite Development Team Deployment ✓ Kick-of the project 	<ul style="list-style-type: none"> → Complete KT(Knowledge Transfer) → Deployment/ Joining Report of Team → Support & Maintenance on existing project 	→ T1 = T + 30 days
PHASE-1			
3	Undertake activities Mentioned in Scope of Work Section 4.1 – 4.2. (Phase-I Development & Deployment)	<ul style="list-style-type: none"> → SRS & FRS Document → Approval of FRS & SRS by DMG 	→ T2 = T1+ 30 Days
	Undertake activities Mentioned in Scope of Work Section 4.3 – 4.16. (Phase-I Development & Deployment)	<ul style="list-style-type: none"> → Configuration & Deployment document with source code in two sets of DVDs along with source code and/or license of third party API/any other software used → Test Cases & Test Report → Report on Beta Testing of the software - Test Strategy, Test cases and Test Results → UAT Report → Safe to Host Certificate. → Role wise User Manual/Guide. → Training conducted report with participant attendance and feedback → Go-Live Report → Monthly Attendance Report of Onsite Deployed Manpower 	→ T3 = T2+ 90 Days



S.No.	Milestone	Deliverable (Reports/ Documents)	Time Schedule
	Undertake activities Mentioned in Scope of Work Section 4.17 – 4.18 (Comprehensive O&M Support for Existing System & Deliverable of Phase-I)	<ul style="list-style-type: none"> → Half yearly satisfactory performance reports including report on Bugs/ Problems/ Complaints reported and resolved/ Attendance Report of onsite deployed manpower & System Uptime report → SPRINT document with defined responsibilities and timeline of completion for each enhancement/ requirement and bugs being reported (In case of new Development during O&M period of existing system)) in every month (by 15th of each month) 	<ul style="list-style-type: none"> → Within 30 days of passing of each half year starting from the date of commissioning → Once every month (by 15th of each month)
PHASE-2			
4	Undertake activities Mentioned in Scope of Work Section 4.1 – 4.2. (Phase-II Development & Deployment)	<ul style="list-style-type: none"> → SRS & FRS Document → Approval of FRS & SRS by DMG 	→ T4 = T3+ 30 Days
	Undertake activities Mentioned in Scope of Work Section 4.3 – 4.15. (Phase-II Development & Deployment)	<ul style="list-style-type: none"> → Configuration & Deployment document with source code in two sets of DVDs along with source code and/or license of third party API/any other software used → Test Cases & Test Report → Report on Beta Testing of the software - Test Strategy, Test cases and Test Results → UAT Report → Safe to Host Certificate. → Role wise User Manual/Guide. → Training conducted report with participant attendance and feedback → Go-Live Report 	→ T5 = T4+ 150 Days



S.No.	Milestone	Deliverable (Reports/ Documents)	Time Schedule
		→ Monthly Attendance Report of Onsite Deployed Manpower	
	Undertake activities Mentioned in Scope of Work Section 4.17 – 4.18 (Comprehensive O&M Support for Existing System & Deliverable of Phase-I & Phase-II)	→ Half yearly satisfactory performance reports including report on Bugs/ Problems/ Complaints reported and resolved/ Attendance Report of onsite deployed manpower & System Uptime report → SPRINT document with defined responsibilities and timeline of completion for each enhancement/ requirement and bugs being reported (In case of new Development during O&M period) in every month (by 15th of each month)	→ Within 30 days of passing of each half year starting from the date of commissioning → Once every month (by 15 th of each month)
PHASE-3			
5	Undertake activities Mentioned in Scope of Work Section 4.1 – 4.2 (Phase-III Development & Deployment)	→ SRS & FRS Document → Approval of FRS & SRS by DMG	→ T6 = T5+ 30 Days
	Undertake activities Mentioned in Scope of Work Section 4.3 – 4.16 (Phase-III Development & Deployment)	→ Configuration & Deployment document with source code in two sets of DVDs along with source code and/or license of third party API/any other software used → Test Cases & Test Report → Report on Beta Testing of the software - Test Strategy, Test cases and Test Results → UAT Report → Safe to Host Certificate. → Role wise User Manual/Guide. → Training conducted report	→ T7 = T6+ 150 Days



S.No.	Milestone	Deliverable (Reports/ Documents)	Time Schedule
		with participant attendance and feedback → Go-Live Report → Monthly Attendance Report of Onsite Deployed Manpower	
	Undertake activities Mentioned in Scope of Work Section 4.17 – 4.18 (Comprehensive O&M Support for Existing System & Deliverable of Phase-I, Phase-II & Phase-III)	→ Half yearly satisfactory performance reports including report on Bugs/ Problems/ Complaints reported and resolved/ Attendance Report of onsite deployed manpower & System Uptime report → SPRINT document with defined responsibilities and timeline of completion for each enhancement/ requirement and bugs being reported (In case of new Development during O&M period) in every month (by 15th of each month)	→ Within 30 days of passing of each half year starting from the date of commissioning → Once every month (by 15 th of each month)
6	Undertake activities Mentioned in Scope of Work Section 4.1 – 4.18 (Comprehensive O&M Support for Complete RajMines System (Existing & Phase-I, Phase-II, Phase-III Development) for total duration of 30 months)	→ Comprehensive O&M Support → Half yearly satisfactory performance reports including report on Bugs/ Problems/ Complaints reported and resolved & System Uptime report → Attendance Report of onsite deployed manpower → Sign-off from DMG on Knowledge Transfer Satisfaction Report	→ T8 = T7+ 30 Months → Within 30 days of passing of each half year starting from the date of commissioning → Once every month (by 15 th of each month) → Once in a month during the last 6 months (by 15 th of each month)

*T0= Date of Letter of Intent



Please Note: formats of all the deliverables shall be proposed by bidder which shall be further approved by DMG.

- a) It may be also be noted that the time schedule for each milestone (abide by 4.19 & 4.20) shown in the table above would be enforced independently. Any delay in the approval of the deliverable(s) submitted by the selected bidder to DMG shall not account for the delay on selected bidder part. Certain key deliverables are identified for each of the parts/stages, which are mentioned hereunder.
- b) DMG shall constitute a committee on the basis of modules to be developed and will evaluate the progress/work done by the selected bidder on the regular interval basis. This committee will be responsible for finalizing the requirement and ensure the execution as per the given requirements.
- c) The selected bidder has to design, implement and obtain approval from DMG on the detailed plan of implementation to execute several activities in parallel, adopts critical path method and commits additional resources to activities falling behind schedule so as to keep up with the overall deadline of implementation as mentioned above. The time specified for delivery and other activities as mentioned in the table above shall be deemed to be the essence of the contract and the selected bidder shall arrange adequate number of qualified resources / manpower and provide the required services within the specified period.



5. INSTRUCTION TO BIDDER (ITB)

5.1 Sale of Bidding/ Tender Documents

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

5.2 Pre-bid Meeting/ Clarifications

- a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- b) A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the I.B and to clarify doubts of potential Bidder in respect of the procurement and the records of such conference shall be intimated to all Bidders and where applicable, shall be published on the respective websites.
- c) The period within which the Bidder may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -
 - a. Last date of submitting clarifications requests by the bidder: as per NIB
 - b. Response to clarifications by procuring entity: as per NIB
- d) The minutes and response, if any, shall be provided promptly to all Bidders to which the procuring entity provided the bidding documents, so as to enable those Bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.
- e) The prospective bidders have to submit their queries in the format given at Annexure-11.

5.3 Changes in the Bidding Document

- a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder,



modify the bidding documents by issuing an addendum in accordance with the provisions below.

- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the Bidder sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
- d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:

Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

5.4 Period of Validity of Bids

- a) Bids submitted by the Bidder 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 Bidder 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) Bidder 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.

5.5 Format and Signing of Bid

- a) Bidder must submit their bids online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.



- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c) A Single stage-Two part/ cover system shall be followed for the Bid: -
- 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
Fee Details		
1.	Technical Bid Cover letter, Bidding document Fee (Tender Fee), RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission • Scanned copy of Fee Receipt/DD/Banker Cheque Along with Annexure-7 (Technical Bid cover letter)
2.	Bid Security	Proof of submission (PDF)
Eligibility Documents		
3.	Bidder's Authorisation Certificate	As per Annexure-2 and copy of PoA/ Board resolution stating that Auth. Signatory (DSC holder) can sign the bid/ contract on behalf of the firm.
4.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	All eligibility documents as per PQ Eligibility criteria in chapter-3
5.	Mandatory Undertaking	A Self Certified letter as per Annexure-3: Self-Declaration
Technical Documents		
6.	Covering letter of the bid	Annexure -7
7.	Tender form	Annexure-13
8.	Certificate of Conformity/No deviation	Annexure-14
9.	Project references for pre-qualification and Technical Evaluation Criteria	Annexure-12
10.	Qualification and Experience of the required resources.	Annexure-10

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

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



2.	Financial Bid- Format	As per BoQ format available on e-Procurement portal (Annexure 4)
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- f) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the bidder.

5.6 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.

5.7 Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

5.8 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) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.



- d) The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - 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/ work 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.
- j) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- k) No interest shall be payable on the bid security.
- l) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
 - i. the expiry of validity of bid security;
 - ii. the execution of agreement for procurement and performance security is furnished by the successful bidder;



- iii. the cancellation of the procurement process; or
- iv. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

5.9 Deadline for the submission of Bid

- 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 Bidder 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 Bidder 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.

5.10 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 processes further.

5.11 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 Bidder 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 Bidder 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 Bidder 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 Bidder who have submitted the prescribed fee(s) to RISL/DMG).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
- bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
 - bid is valid for the period, specified in the bidding document;
 - bid is unconditional and the bidder has agreed to give the required performance security; and
 - Other conditions, as specified in the bidding document are fulfilled.
 - 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.

5.12 Selection Method:

Bidder would be selected on the basis of Least Cost Based Selection Method (LCBS) i.e. L1 method as specified in "**Financial Evaluation Criteria**" of clause titled "**Evaluation & Tabulation of Financial Bids**", wherein an eligible bidder with adequate technical competence and the most competitive (lowest or L1) rates / quote would be selected for the implementation of the project.

5.13 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.

5.14 Evaluation & Tabulation of Technical Bids

The bid evaluation committee will evaluate all bids and shortlist the bidders who have qualified as per the eligibility criteria.

The objective of the Technical Bid evaluation is to short list bidders who have the technical competency/ experience/ skills / financial strength that are essential to roll out the project.

A. Determination of Responsiveness

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



out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

B. Non-material Non-conformities in Bids

- a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, VAT/ CST/ GST clearance certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

C. 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 Bidder against the criteria for qualification set out in the bidding document.
- b. The members of bid evaluation committee shall give their recommendations below the table as to which of the Bidder have been found to be qualified in evaluation of Technical Bids and sign it.
- c. The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- d. The Bidder who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

5.15 Evaluation & Tabulation of Financial Bids

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

- a) For single part/ cover Bid system, where Bid is received in single cover along with requisite bid security, processing fee or user charges and price of bidding documents within specified time, it shall be considered for financial evaluation by the Bids evaluation committee;

OR



- For two part/ cover Bid system, the financial Bids of the Bidder who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the Bidder or their representatives who choose to be present;
- b) the process of opening of the financial Bids shall be similar to that of technical Bids.
 - c) the names of the Bidder, the rates given by them and conditions put, if any, shall be read out and recorded;
 - d) conditional Bids are liable to be rejected;
 - e) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
 - f) the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order. In case quality is also criteria and the combined score of technical and financial evaluation is considered.
 - 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.

5.16 Correction of Arithmetic Errors in Financial Bids

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

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

**5.17 Price/ purchase preference in evaluation**

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

5.18 Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The 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.

5.19 Exclusion of Bids/ Disqualification

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



- ii. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - iii. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - iv. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - v. 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;
 - vi. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
- i. communicated to the concerned bidder in writing;
 - ii. published on the State Public Procurement Portal, if applicable.

5.20 Lack of competition

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only in such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
- 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 Bidder; 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 of the procuring entity, clearly including views of the accounts/ finance member of the committee.



- c) The procuring entity competent to decide a procurement case, as per delegation of financial powers, shall decide as to whether to sanction the single bid or re-invite bids after recording its reasons for doing so.
- 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.

5.21 Acceptance of the successful Bid and award of contract

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid 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 Bidder 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, 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 Bidder who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance securities obtained.

5.22 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 Bidder.

5.23 Right to vary quantity

If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.

5.24 Performance Security

- a) Prior to execution of agreement, Performance security shall be solicited from all 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) The amount of performance security shall be 2.5% of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 0.5% 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 1% of the amount of supply order.
- c) The provision specified in point (b) above is according to amendment made in RTPP rule 75 dated 12.01.2022. If amount of performance security is revised in future then the bidder has to submit the difference amount of performance security separately.
- d) Performance security shall be furnished in any one of the following forms: -
 - i. Bank Draft or Banker's Cheque of a scheduled bank;
 - ii. 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;
- iii. 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;
 - iv. 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.
- e) Performance security furnished in the form specified in clause [b.] to [e.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- f) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
- i. When any terms and condition of the contract is breached.
 - ii. When the bidder fails to make complete supply satisfactorily.
 - iii. if the bidder breaches any provision of code of integrity, prescribed for Bidder, specified in the bidding document.
- g) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- h) No interest shall be payable on the PSD.

5.25 Execution of agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
- b) The successful bidder shall sign the procurement contract within a period specified in the bidding document or where the period is not specified in the bidding document then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement



process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.

- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

5.26 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: -
- impede enforcement of any law;
 - affect the security or strategic interests of India;
 - affect the intellectual property rights or legitimate commercial interests of Bidder;
 - 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 Bidder related to the procurement process in such manner as to avoid their disclosure to competing Bidder or to any other person not authorised to have access to such information.
- c) The procuring entity may impose on Bidder 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.

5.27 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 -
- at any time prior to the acceptance of the successful Bid; or
 - 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 Bidder 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.

5.28 Code of Integrity for Bidder

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity include provisions for: -
 - i. Prohibiting
 - a. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - b. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - c. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - d. improper use of information shared between the procuring entity and the Bidder with an intent to gain unfair advantage in the procurement process or for personal gain;
 - e. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 - f. 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;
 - g. any obstruction of any investigation or audit of a procurement process;
 - ii. disclosure of conflict of interest;



- iii. Disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
 - i. exclusion of the bidder from the procurement process;
 - ii. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - iii. forfeiture or encashment of any other security or bond relating to the procurement;
 - iv. recovery of payments made by the procuring entity along with interest thereon at bank rate;
 - v. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - vi. Debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

5.29 Interference with Procurement Process

A bidder, who: -

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

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

5.30 Appeals

- a) Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:



- i. Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings:
- ii. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be :
First Appellate Authority: Additional Chief Secretary, Mines & Geology, GoR
Second Appellate Authority: Finance Department, GoR
- f) Form of Appeal:
 - i. Every appeal under (a) and (c) above shall be as per Annexure-8 along with as many copies as there are respondents in the appeal.
 - ii. 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.
 - iii. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- g) Fee for Appeal: Fee for filing appeal:
 - i. 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.
 - ii. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:



- i. 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.
 - ii. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - a. hear all the parties to appeal present before him; and
 - b. peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - iii. 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.
 - iv. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

5.31 Stay of procurement proceedings

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

5.32 Vexatious Appeals & Complaints

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

5.33 Offenses by Firm/ Company

- a) Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having



committed the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) For the purpose of this section-
- 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 offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

5.34 Debarment from Bidding

- a) A bidder 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 Bidder" above, it may debar the bidder for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from



participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.

- e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

5.35 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 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 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 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 bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.
- g) The Contract Monitoring Committee shall give final approvals on proposed Major Developmental Change Requests (if any) based on the man-month rates and effort estimation, during the course of the project contract.
- h) In case the, the services provided by the selected bidder found satisfactory during the contract period, Procuring Entity may increase the contract period for maximum 12 months upon mutual acceptance and do this at the same rate and terms & conditions of Support and Maintenance of RajMines (DMGOMS).



6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

Definitions

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

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



Note: The bidder shall be deemed to have carefully examined the terms & conditions and the scope of work and services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the scope of work and services etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

6.1. Contract Documents

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

6.2. Interpretation

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

6.3. Language

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



- b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6.4. Joint Venture, Consortium or Association

- a) For this contract joint venture, consortium, or association is NOT allowed.

6.5. Eligible Services, Goods and Related Services

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

6.6. Notices

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

6.7. Governing Law

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

6.8. Scope of Supply

- a) Subject to the provisions in the bidding document and contract, the services, goods and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the



Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.

- c) The bidder shall not quote and supply hardware/ software that is likely to be declared as End of Sale in next 6 months and End of Service/ Support for a period of 5 Years from the last date of bid submission. OEMs are required to mention this in the MAF for all the quoted hardware/ software. 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.

6.9. Delivery & Installation

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

6.10. Supplier's/ Selected Bidder's Responsibilities

- a) The Supplier/ Selected Bidder shall supply all the services, goods and related services included in the scope of supply and scope of work in accordance with the provisions of bidding document and/ or contract.
- b) The supplier/ selected bidder will ensure the compliance of Finance Department, Government of Rajasthan Circular F2.(1)/Fin/SPFC/2017 dated 30.04.2018 strictly.

6.11. Purchaser's Responsibilities

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

6.12. Contract Price

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

6.13. Contract Price Validity Period

The rate quoted by the bidder mentioned in the tender shall remain firm and fixed during contract period.

6.14. Recoveries from Supplier/ Selected Bidder

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

6.15. Taxes & Duties

- a) The TDS, GST etc., if applicable, shall be deducted at source/ paid by DMG as per prevailing rates.
- b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.



- c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 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.

6.16. Copyright

The copyright in all drawings, design documents, source code and other services/materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the DMG.

6.17. Confidential Information

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



- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

6.18. Sub-contracting

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

6.19. 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/ purchase committee whether the article supplied conforms to the specifications shall be final and binding on the supplier/ selected bidder.
- b) Technical Specifications and Drawings
 - i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
 - ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - 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.

- d) The supplier/ selected bidder must certify that all the goods are new, unused, and of the agreed make and models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- e) The supplier/ selected bidder should further warrant that the Goods shall be free from defects arising from any act or omission of the supplier/ selected bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.

6.20. Insurance:

- a) The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.
- b) The goods will be delivered at the FOR destination in perfect condition.
- c) The items/equipments supplied/handed over by GoR under the Contract may be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather during entire project period. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.
- d) Successful bidder shall be responsible during entire contract period to take care of any loss or injury due to accident caused by any equipment installed on pole by the successful bidder, including pole/tower and shall be solely responsible for paying all kinds of compensation and damages due to loss of life or property and would be responsible for any civil or criminal case arising there from.

6.21. Rejection:

- a) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.
- b) If, however, due to exigencies of user department work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.



- c) The rejected articles shall be removed by the supplier/ bidder/ selected bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the selected bidder's risk and on his account.
- d) The manpower deputed by the supplier shall be reviewed by the purchaser in terms of its qualification, experience, efficiency, cooperation, discipline and performance and services. The purchaser, upon finding any deficiency in any of the parameter, may reject any of the manpower by giving 15 days' time, as decided by the purchaser, which the selected bidder has to replace within the given time frame

6.22. Extension in Delivery Period and Liquidated Damages (LD)

- a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.
- c) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/ selected bidder.
 - i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.
 - ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.



- iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
- When delay has occurred due to delay in supply of drawings, designs, plans etc. if the user department or DMG was required to supply them to the supplier of goods or service provider as per terms of the contract.
 - When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the DMG as per terms of the contract.
- iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
- v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
- vi. If user department or DMG is in need of the good and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d) In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or services calculated phase-wise which the supplier/ selected bidder has failed to supply/ install/ complete :-

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

- Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.
- The maximum amount of liquidated damages shall be 10% of the contract value.



- iii. *The percentage refers to the payment due for the associated works/ goods/ service.

6.23. Authenticity of Equipment:

- a) The selected bidder shall certify that the supplied goods are brand new, genuine/ 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 and services be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
- c) Goods and Services 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.

6.24. Patent Indemnity:

- a) The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -
- I. the installation of the Goods/Delivery of services by the supplier/ selected bidder or the use of the Goods/Services in the country where the Site is located; and
 - II. the sale in any country of the products produced by the Goods.
- b) 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/ selected bidder, pursuant to the Contract.
- c) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- d) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- e) The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.
- f) The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

6.25. Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and
- b) The aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the total contract value/amount/charges paid to the Supplier/ selected bidder until the time such claim was brought about, provided that this limitation shall not apply; i) to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement, and ii) any damages payable due to the Gross Negligence or Wilful Misconduct of the Supplier/selected bidder. For the purpose of this clause, Gross Negligence or Wilful Misconduct shall mean;



"Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property or a mistake made in good faith.

"Willful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.

The above provision does not limit either Parties rights provided under applicable laws of Govt. of India.

6.26. Change in Laws & Regulations

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

6.27. Force Majeure

- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, due to rains at identified locations, quarantine restrictions, and freight embargoes.



- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the purchaser in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by purchaser, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the DMG, the DMG may take the case with the supplier/ selected bidder on similar lines.

6.28. Change Orders and Contract Amendments

- a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
 - i. 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 supplier/ selected bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.
- c) In case, a new functionality/major developmental changes is being incorporated in the **RajMines** as per need of purchaser, Selected Bidder shall identify the effort (in man-month) required for delivering those major changes(s)/functionalities. Rates for the man month shall be the composite man-month rates quoted by the Selected Bidder in the financial bid. Changes shall however be carried by the Selected Bidder after the approval of effort estimates by DMG.
- d) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.



6.29. Termination

a) Termination for Default

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

b) Termination for Insolvency

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

c) Termination for Convenience

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



the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- a. To have any portion completed and delivered at the Contract terms and prices; and/or
- b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

6.30. Exit Management

a) Preamble

- i. The word 'parties' include the procuring entity and the selected bidder.
- ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.
- iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

b) Transfer of Assets

- i. The selected bidder may continue work on the assets for the duration of the exit management period which may be as decided by purchaser period from the date of expiry or termination of the agreement, if required by DMG to do so. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.
- ii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the DMG as desired by the procuring entity during the exit management period.
- iii. DMG during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide DMG or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
- iv. Upon service of a notice, as mentioned above, the following provisions shall apply: -
 - a. In the event, if the assets which to be transferred to DMG mortgaged to any financial institutions by the selected bidder, the selected bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All



documents regarding the discharge of such lien and liabilities shall be furnished to DMG or its nominated agencies.

- b. All title of the assets to be transferred to DMG or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder.
- c. That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected bidder to DMG.
- d. That the products and technology delivered to DMG during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in the this bidding document without prior written notice and approval of DMG. Supplied hardware, software & documents etc., used by selected bidder for DMG shall be the legal properties of DMG.

c) Cooperation and Provision of Information during the exit management period

- i. The selected bidder will allow DMG or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable DMG or its nominated agencies to assess the existing services being delivered.
- ii. The selected bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the selected bidder. DMG or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected bidder shall permit DMG or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by DMG or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.

d) Confidential Information, Security and Data

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

- i. Documentation relating to Intellectual Property Rights;
- ii. Project related data and confidential information;



- iii. All current and updated data as is reasonably required for purposes of DMG or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by DMG or its nominated agencies; and
 - iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable DMG or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to DMG or its nominated agencies, or its replacement operator (as the case may be).
 - v. Before the expiry of the exit management period, the selected bidder shall deliver to DMG or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.
- e) Transfer of certain agreements
- i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party lessors, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by DMG or its nominated agencies, or its replacement operator.
 - ii. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to DMG or its nominated agencies, and/ or any replacement operator in order to inventory the assets.
- f) General Obligations of the selected bidder
- i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to DMG or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.
 - ii. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.
- g) Exit Management Plan
- i. The selected bidder shall provide DMG or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the



following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.

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

6.31. Settlement of Disputes

- a) General: If any dispute arises between the selected bidder and DMG during the execution of a contract that it should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier / selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier / selected bidder.



b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision if the amount of the claim is more than Rs 50,000. The empowered standing committee shall consist of following members

- | | |
|--------------------------------|------------|
| 1. Director, DMG | : Chairman |
| 2. Financial Advisor | : Member |
| 3. Addl. Director Mines (HQ) | : Member |
| 4. Addl. Director Geology (HQ) | : Member |
| 5. Officer In charge | : Member |
| 6. Technical Officer | : Member |
| 7. DLR/ALR | : Member |

c) Procedure for reference to the Standing Committee: The supplier / selected bidder shall present his representation to the Managing Director, DMG along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and services from the supplier / selected bidder shall prepare a reply of representation and shall represent the DMG's stand before the standing committee. From the side of the supplier / selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier / selected bidder and DMG.

d) Any other dispute arising out of the contract or unresolved dispute shall be as per the provisions of Arbitration & Conciliation Act, 1996 and respective amendments of this act.



7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

7.1 Payment Terms and Schedule

- a) Payment schedule - Payments to the bidder, after successful completion of the target milestones and delivery of the specified project deliverables as per clause no. 4.3 – 4.16 of Chapter-4, would be made as under: -

Deliverable linked to Project Activity:

S.No.	Milestone	Deliverable (Reports/ Documents)	Time Schedule	Payment Schedule
1	✓ Agreement Signing ✓ Onsite Support Team Deployment	→ Signed Agreement → Deployment of minimum 1/3 of a team for existing project support	→ T = T0* +30 Days → T1 = T + 30 days	
2	✓ KT of existing system ✓ Onsite Development Team Deployment ✓ Kick-of the project	→ Complete KT(Knowledge Transfer) → Deployment/ Joining Report of Team → Support & Maintenance on existing project		



3	<p>Undertake activities Mentioned in Scope of Work Section 4.1 – 4.2.</p> <p>(Phase-I Development & Deployment)</p> <p>Undertake activities Mentioned in Scope of Work Section 4.3 – 4.16.</p> <p>(Phase-I Development & Deployment)</p> <p>Undertake activities Mentioned in Scope of Work Section 4.17 – 4.18</p> <p>(Comprehensive O&M Support for Existing System & Deliverable of Phase-I)</p>	<p>→ SRS & FRS Document</p> <p>→ Approval of FRS & SRS by DMG</p> <p>→ Configuration & Deployment document with source code in two sets of DVDs along with source code and/or license of third party API/any other software used</p> <p>→ Test Cases & Test Report</p> <p>→ Report on Beta Testing of the software - Test Strategy, Test cases and Test Results</p> <p>→ UAT Report</p> <p>→ Safe to Host Certificate.</p> <p>→ Role wise User Manual/Guide.</p> <p>→ Training conducted report with participant attendance and feedback</p> <p>→ Go-Live Report</p> <p>→ Monthly Attendance Report of Onsite Deployed Manpower</p> <p>→ Half yearly satisfactory performance reports including report on Bugs/ Problems/ Complaints reported and resolved/ Attendance Report of onsite deployed manpower & System Uptime report</p> <p>→ SPRINT document with defined responsibilities and timeline of completion for each enhancement/ requirement and bugs being reported (In case of new Development during O&M period of existing system) in every month (by 15th of each month)</p>	<p>→ T2 = T1+ 30 Days</p> <p>→ T + 6 Months (T= Date of Lol issued)</p> <p>→ Within 60 days of passing of each half-year starting from the date of commissioning</p>	<p>23 % of Quoted price(in Financial Bid Table 1 S.No.1) for Study, Design, Development, Customization, Integration, Testing, Deployment, Go-Live of New Works/Modules as per scope of works</p> <p>AND</p> <p>Operation & Maintenance Support service of Complete RajMines (Existing + New Development)</p> <p>Note- Paid as per modules Delivered after making adjustments for penalties as per SLA/ Performance</p>
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4.	<p>Undertake activities Mentioned in Scope of Work Section 4.3 – 4.16.</p> <p>(Phase-II Development & Deployment)</p> <p>Undertake activities Mentioned in Scope of Work Section 4.17 – 4.18.</p> <p>(Comprehensive O&M Support for Existing System & Deliverable of Phase-I & Phase-II)</p>	<p>→ Configuration & Deployment document with source code in two sets of DVDs along with source code and/or license of third party API/any other software used</p> <p>→ Test Cases & Test Report</p> <p>→ Report on Beta Testing of the software - Test Strategy, Test cases and Test Results</p> <p>→ UAT Report</p> <p>→ Safe to Host Certificate.</p> <p>→ Role wise User Manual/Guide.</p> <p>→ Training conducted report with participant attendance and feedback</p> <p>→ Go-Live Report</p> <p>→ Monthly Attendance Report of Onsite Deployed Manpower</p> <p>→ Half yearly satisfactory performance reports including report on Bugs/ Problems/ Complaints reported and resolved/ Attendance Report of onsite deployed manpower & System Uptime report</p> <p>→ SPRINT document with defined responsibilities and timeline of completion for each enhancement/ requirement and bugs being reported (In case of new Development during O&M period) in every month (by 15th of each month)</p>	<p>→ T + 12 Months (T= Date of Lol issued)</p> <p>→ Within 60 days of passing of each half-year starting from the date of commissioning</p>	<p>23 % of Quoted price(in Financial Bid Table 1 S.No.1) for Study, Design, Development, Customization, Integration, Testing, Deployment, Go-Live of New Works/Modules as per scope of works</p> <p>AND</p> <p>Operation & Maintenance Support service of Complete RajMines (Existing + New Development)</p> <p>Note- Paid as per modules Delivered after making adjustments for penalties as per SLA/ Performance</p>
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5.	<p>Undertake activities Mentioned in Scope of Work Section 4.3 – 4.16</p> <p>(Phase-III Development & Deployment)</p> <p>Undertake activities Mentioned in Scope of Work Section 4.17 – 4.18</p> <p>(Comprehensive O&M Support for Existing System & Deliverable of Phase-I, Phase-II & Phase-III)</p>	<p>→ Configuration & Deployment document with source code in two sets of DVDs along with source code and/or license of third party API/any other software used</p> <p>→ Test Cases & Test Report</p> <p>→ Report on Beta Testing of the software - Test Strategy, Test cases and Test Results</p> <p>→ UAT Report</p> <p>→ Safe to Host Certificate.</p> <p>→ Role wise User Manual/Guide.</p> <p>→ Training conducted report with participant attendance and feedback</p> <p>→ Go-Live Report</p> <p>→ Monthly Attendance Report of Onsite Deployed Manpower</p> <p>→ Half yearly satisfactory performance reports including report on Bugs/ Problems/ Complaints reported and resolved/ Attendance Report of onsite deployed manpower & System Uptime report</p> <p>→ SPRINT document with defined responsibilities and timeline of completion for each enhancement/ requirement and bugs being reported (In case of new Development during O&M period) in every month (by 15th of each month)</p>	<p>→ T + 18 Months (T= Date of Lol issued)</p> <p>→ Within 60 days of passing of each half-year starting from the date of commissioning</p>	<p>24 % of Quoted price(in Financial Bid Table 1 S.No.1) for Study, Design, Development, Customization, Integration, Testing, Deployment, Go-Live of New Works/Modules as per scope of works</p> <p>AND</p> <p>Operation & Maintenance Support service of Complete RajMines (Existing + New Development)</p> <p>Note- Paid as per modules Delivered after making adjustments for penalties as per SLA/ Performance</p>
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6.	Undertake activities Mentioned in Scope of Work Section 4.1 – 4.18 (Comprehensive O&M Support for Complete RajMines System (Existing & Phase-I, Phase-II, Phase-III Development) for total duration of 30 months)	<ul style="list-style-type: none"> → Comprehensive O&M Support → Half yearly satisfactory performance reports including report on Bugs/ Problems/ Complaints reported and resolved & System Uptime report → Attendance Report of onsite deployed manpower → SPRINT document with defined responsibilities and timeline of completion for each enhancement/ requirement and bugs being reported (In case of new Development during O&M period) in every month (by 15th of each month) → Sign-off from DMG on Knowledge Transfer Satisfaction Report in every month during the last half year (by 15th of each month) 	→ Within 60 days of passing of each half-year starting from the date of commissioning	<p>Remaining 30% of Quoted price(in Financial Bid Table 1 S.No.1) for Study, Design, Development, Customization, Integration, Testing, Deployment, Go-Live of New Works/Modules as per scope of works</p> <p>AND</p> <p>Operation & Maintenance Support service of Complete RajMines (Existing + New Development)</p> <p>Amount will be equally spread over 30 months payable half yearly.</p> <p>Note: O&M Cost will be paid half-yearly after making adjustments for penalties as per SLA/ Performance</p>
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Please Note: formats of all the deliverables shall be proposed by bidder which shall be further approved by DMG

- A. The bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- B. Due payments shall be made promptly by the DMG, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the DMG has accepted it.
- C. Due payments shall be made promptly by the purchaser.
- D. The currency or currencies in which payments shall be made to the bidder under this Contract shall be Indian Rupees (INR) only.

- E. All remittance charges will be borne by the bidder.
- F. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- G. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- H. Any delay in the approval of the deliverable(s) submitted by the selected bidder to Department shall not account for the delay on selected bidder's part.
- I. Taxes, as applicable, at the time of billing will be deducted/ paid as per the prevalent rules and regulations.

Acceptance Testing and Certification

- a) The primary goal of Acceptance Testing and Certification is to ensure that the Project (including all the project components as discussed in the scope of work) meets requirements.

7.2 Service Level Standards/ Requirements/ Agreement

- a) **Purpose & Duration of SLA:** The SLA purpose is to enforce a contract between the selected bidder and DMG. The SLA would come into effect during following
 - i. The period of Study, Design, Development, Customization, Integration, Testing, Deployment, Go-Live of New Works/Modules as per scope of works and Operation & Maintenance Support service of Complete RajMines (Existing + New Development)
 - ii. The successful bidder has to comply with Service Level Agreements (SLAs) to ensure adherence to project timelines, quality and availability of services. The successful bidder has to ensure high performance and continuous fine-tuning of RajMines.

- b) **Service Window:**

RajMines shall be available 24*7 after their respective go-live(s).

- c) **Hours of Operation (Help Desk):**

Hours of Helpdesk operation: 8.00 AM to 6:00 PM as per working days of DMG.

The problems encountered during the usage of the **RajMines** would be reported at the Helpdesk established by the selected bidder as designated by DMG at CCC. This would enable the Helpdesk staff to log complaints and take action as per the severity of the reported problem.

- d) **Dependencies:** The dependencies on the performance of services beyond the control of either party and where default is due to reasons beyond the control of the selected bidder or due to reasons attributable to DMG or third parties, the selected bidder would not be penalized. For example, if uptime of a particular equipment/ application is desired and this is due to non-availability of power (which is out of scope of work of the selected bidder), then the time period during which a service was unavailable due to non-availability of power would be removed while calculating the uptime.
- e) **Monitoring & Evaluation:** The selected bidder shall provide and make use of following system for monitoring and evaluation

Sr. No	Service Levels	Monitoring System
1	Down Time of RajMines	Through EMS application available at RSDC
2	Non Availability of Manpower	Attendance Register at each project location
3	Delay in performing software support like upload content/ defect fixing/ changes etc.	Through a web base/phone line call log available at CCC.

- f) **Review Committee and Review Mechanism:** The designated review committee/ members, on a quarterly basis, shall review and discuss the services delivery and performance standard compliance of the selected bidder. The review would include but not be limited to: -
- Service provided during the review period
 - Major** incidents during the review period
 - Problems that remains outstanding
 - Review of Change requests/Variation and progress for enhancements
 - Future events or business developments that will affect the Service
 - Review any potential changes required to the SLA
 - Agree items for submission to the executive decision making
 - Review schedules for Services provided.
- g) **Penalty Clauses:** If the selected bidder fails to deliver the required services due to reasons attributable to him like non-functioning of the software, non-accessibility of **RajMines**, non-availability/attrition of the technical personnel/ operational manpower, etc.





the cumulative penalty, as applicable, would be imposed as mentioned below while processing the payment for respective milestone.

A. Penalty on Non Availability/ Non Accessibility of the application:

- The bidder shall also ensure that the application should be accessible and available for 24X7.
- In case of Non Availability/ Non Accessibility of the application, penalty shall be deducted as follows:

Overall Non-Availability/ Non-accessibility	Penalty in % of the half yearly payable amount	
	PBH	NPBH
upto 2 Hr	No Penalty	No Penalty
upto 4 Hrs	2 %	1 %
upto 8 Hrs	6 %	5%
upto 12 Hrs/ 1 Day	10%	9%
> 12 Hrs/ 1 Day	10% and additional 10% per additional 12 Hrs/ 1 Day downtime (subject to max 50%)	9% per day and additional 9% per additional 12 Hrs/ 1 Day downtime (subject to max 50%)
Note: Down-time of more than 48 hours in any quarter may be treated as breach of contract. Also, the penalty defined in this section shall be used only when the software/ application is not accessible/ functional/ active but the hardware is functional at the respective site.		

- Note:** a. Prime Business Hours (PBH): 05:00 AM to 09:00 PM (16 Hours)
b. Non-Prime Business Hours (NPBH): 09:00 PM to 05:00 AM (8 Hours)

B. Penalty on Delay in Completion of Assigned Tasks in SPRINT/ Issue/ Bug Sheet:

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

Delay in implementation of Required Changes in the Software/ Application/ Delay in accomplishment of tasks mentioned in SPRINT/Issue/Bug Sheet in a Quarter	Penalty in % of the half-yearly payable amount
Upto 1 day	2 %
Upto 3 days	5 %



Upto 5 days	10 %
> 5 Days	10% and additional 10% per additional 12 Hrs/ 1 Day delay (subject to max 50%)
Note: In case of delay in implementation of required changes/ new deployment, the delay shall be counted from the end of the decided timelines for completion of the changes.	

C. Penalty for non-timely performing software support service like Update Content Management on RajMines / Defect fixing/Change Management (Application Software) .

Sr. No	Time	Penalty
1	Upto 2 Day	No Penalty
2	>2 Day	Rs. 1000 per incident per day

D. Penalty for replacement / Exit of a resource

- Replacement of resources shall generally not be allowed. The replacement of resource by bidder will be allowed (with penalty) only in case, the resource leaves the organization by submitting resignation with the present employer. If any resource is changed/ replaced with the approval of Purchaser, no penalty will be levied.
- In case of continuous/ severe illness of the resource, the bidder is allowed (without penalty) to replace the resource.
- In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the resource without any penalty for replacement/exit.
- The replaced resource will be accepted by the purchaser (DMG) only if he/she fulfils the minimum eligibility criteria as per RFP and is found suitable to the satisfaction of the purchaser. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the purchaser (DMG). The supplier will have to replace a resource within 15 days or any other period specified by the bidder and same is approved by DMG.
- Penalty for attrition of key resources during the project duration: Selected Bidder shall make sure that the key personnel involved in the development, operation and maintenance of the System/ platform are designated to the project for the entire project duration. In case, any key person listed below has to leave the project, the following penalties shall be applicable:



Sr. No	Resource Type	Penalty (in Rs.)
1	Senior Resource	50,000/- on second change and thereafter on every change
2	Junior Resource	30,000/- on second change and thereafter on every change
3	Help Desk/Support team	15,000/- on second change and thereafter on every change

E. Penalty on absence of Resources

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

S. No.	Description	Penalty on non-availability of resource per day per person (in Rs.)
1	Senior Resource	7500/-
2	Junior Resource	3500/-
3	Support Resource	1500/-

- Penalty would be deducted from the applicable payments. All applicable penalties will be in addition to liquidated damages as described in Section below.
- Every resource shall be eligible for 18 leaves per year (proportionately divided for period of engagement in case not engaged for whole year). However, leave is not a right and, as per requirement of the project, project OIC may deny leave(s) to a particular resource(s).
- In case of matters of priority or urgency as defined by DMG or any officer authorized by DMG for support/ maintenance/ development/ update in online module, any kind of leaves will not be sanctioned and the applicable manpower has to work in such situation(s) of priority/urgency.
- If any resource have leave balance at the end of calendar year (As on 31st Dec.), the leaves upto 9 will be carry forwarded in the next subsequent year of the contract duration.



1. The maximum total penalty in any half-year (excluding non-availability of deployed manpower/ resources/ personnel) shall not be more than 20% of the total amount due for the quarter beyond which the tendering authority will be free to initiate action as per RFP terms and condition for breach of SLA. The tendering authority may also forfeit the PSD and also debar the Bid Winner from bidding (for all types and form of bids) for at least three years in DMG.
2. In all cases penalty shall not be more than 10% of the related cost of component/ service.

7.3 Change Requests/ Management

- a) An institutional mechanism will be set up for taking decisions regarding requests for changes. The Purchase Committee will set up a Change Control Committee with members from the procurement agency and the bidder. If it is unable to reach an agreement, the decision of the Purchase Committee will be final.
- b) DMG may at any time, by a written order given to the bidder, make changes within the general scope of the Agreement in any one or more of the following: -
 - ✓ Requirements of service to be provided under the Agreement are to be specifically developed and rendered for DMG.
 - ✓ The method of deployment
 - ✓ The place of services to be provided by the bidder.
- c) The change request/ management procedure will follow the following steps: -
 - ✓ Only the new functionality/development shall be including in change request. Any other major/minor changes/customization related to existing system or within the scope (as per annexure-1) will not be related as change request and no additional cost will be charged for this by Bidder.
 - ✓ 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 DMG.
 - ✓ Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated effort, changed schedule & cost impact will be analysed and documented by the bidder.
 - ✓ Implementation of the change - The change will be implemented in accordance to the agreed cost, effort, and schedule by the bidder.
 - ✓ Verification of the change - The change will be verified by DMG on implementation of the change request.

- ✓ Approval or disapproval of the change request – Contract Monitoring committee will approve or disapprove the change requested including the additional payments for new 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 specialization, the quoted man-month rate shall be used. Efforts of support staff shall not be taken into consideration for this purpose.
- d) All changes outside the scope of services agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by bidder only after securing the express consent of DMG. In the event that the consent of DMG is not received then the change will not be carried out.
- e) While approving any change request, if required, DMG may ask the bidder to deploy the required resources on-site.
- f) If any such change outside the scope of services agreed to herein causes an increase or decrease in cost of, or the time required for, bidder's performance of any provisions under the Agreement, equitable adjustments shall be made in the Agreement Price or Delivery Schedule, or both, and the Agreement shall accordingly be amended. Any claims by firm for adjustment under this must be asserted within 30 (thirty) days from the date of bidder receiving the DMG change order (The cost of change order for extra work outside the defined scope shall not exceed to 5% of tender cost.) which shall not be unreasonably withheld or delayed.

7.4 Special Conditions of the Bid

- a) Price Validity- The quoted rate will remain unchanged during the entire contract period. However the Contract may be extended further for another One (01) Year on the basis of same terms and conditions.
- b) In-house development model
 - i. The selected Resources will be deployed at DMG, Udaipur or the location decided by DMG in Rajasthan with all the technical infrastructure needed to execute the complete project (Development, Operation & Maintenance). However an internet connectivity support may be provided to the selected bidder from DMG but in case of unavailability of this support from DMG side, the selected bidder has to arrange the internet from their side.
 - ii. The Resource has to follow the working hours, working days and public Holidays of Government of Rajasthan. However resource shall be available



on a holiday if so is required by the purchaser. No extra payments will be made for working on extended hours / Saturdays / Sundays / Holidays to meet the committed/required time schedules

- iii. For special events like Site Visit, Non-availability of Bio-metric application etc, the resources would be responsible to submit written application and take approval from OIC for those particular days.
- c) Resource shall get prior approval of purchaser before leaving headquarter, even if it is on a holiday

7.5 Quality of Services

- a) In case negative feedback is received repeatedly verbally or in writing against any of the resources deployed, the purchaser may issue written notice to the bidder for a suitable replacement.
- b) In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline and performance), the Purchaser on their own discretion may decide to replace the specific resource and issue written notice to the bidder for a suitable replacement.
- c) The selected agency shall be responsible to replace the resource(s) (of equivalent qualifications or above) within 30 days, unless otherwise applicable LD will be imposed as per RFP.
- d) The outgoing resource would complete the knowledge transfer with the replaced resource as per the satisfaction of the purchaser (DMG).

ANNEXURE 1 – INDICATIVE REQUIREMENTS & TECHNICAL SPECIFICATIONS/ STANDARDS:

Department has identified the key requirements for the proposed development in RajMines(DMG Online Monitoring System) which will be executed and delivered by the selected bidder during the contract period of the project. Functional requirement stated below are indicative while detail will be gathered by the selected bidder during the SRS phase of the project. These indicative functional requirements are given here for a reference to selected bidder. The indicative scope of work would include the Web & Mobile Interface/API/Micro services/ MIS Reports /Integration with other application /Architectural issue/Deployment issue/Restructuring/Re-Engineering/Re-designing/ Customization & Modification in existing RajMines/Inter operability issue/Compatibility issues etc. Selected bidder should independently design / customize the solution which will support the business operations of the department. All new features will be addition to existing RajMines Application & Mobile App.

Solution to be delivered by selected bidder would meet the overall expected outcome of the project. Selected bidder shall improvise its solution architecture and requirement specifications as per need of DMG for the effective & timely implementation of the project.

#	Name of Module	Description
1	Vigilance Module	Mobile based Panchnama
2	Mines Inspection	Mobile based Mines Inspection
3	KPI Performa	Provision for online KPI Performas along with required reports/dashboard and analytical graphs to monitor the progress.
4	E-Payment Module	a) NMET Payment Provision. b) Payment provision in applicant login (to deposit advance royalty/premium/dead rent/dmft etc.). c) Online payment provision on departmental website. d) New DMFT PD account integration for online payment.
5	Departmental Dues module	Online monitoring of departmental Dues & Recovery
6	Online Application Module	Provision for Issuance of Online Lol and Permits
7	Application Scrutiny Module	GIS based Online application Scrutiny.
8	Contractor Module	a) Online application for RCC/ERCC Registration, processing and issuance of certificate is to be online as per RMMCR, 2017 Rule 35 to 44. b) Online receipt/token generation by RCC/ERCC against the



		rawanna at their contractor naka.
9	Auction Monitoring Module	Provision to monitor the status and stages of actionable/auctioned Plots and Blocks.
10	Online Cash Receipt	Provision to generate online Cash receipt at Royalty Collection check-posts for quarry license and other payments.
11	Mineral Inventory	District wise mineral inventory system with digitization of mineral map and integration with Rajdhara.
12	E-Rawanna linking with Conveyor Belt	E-Rawanna generation with Conveyor Belt.
13	LIS Module	a) Mineral wise CTO Provision. b) Auto mapping of Lease and ERCC Contract. c) Integration with Pollution control board d) Royalty Schedule Management
14	Demand Module	a) Issuance of online No-dues certificate for Stake Holders. b) Simplification of Demand Register
15	Assessment Module	Provision for Royalty Assessment of Leases as per MMCR,2017 Rule(46)
16	Mining Plan Submission	Provision to submit Mining Plan. It can be approved/rejected/ query by the concerning officer.
17	Weighbridge Module	Enhancement in Weighbridge services and GPS integration.
18	DMFT Application	Online proposal submission, issuance of sanction order, generation of Utilization certificate and various reports.
19	E-Rawanna Module	eRawanna cancellation Process.
20	Activity & logs Report	a) User wise activity and log history. b) OTP based authentication in important activities.
	Redesign of Website & login Dashboard	a) Redesign & Redevelopment of Mines website with public domain information. b) Redesign of Officer's & Stakeholder's dashboard with Graphical User Interface and notifications system.

MIS, Dashboard, Analytical Reports & Notifications	<p>a) Various new reports i.e. Pending demand, Pending assessment, Pending return, Production report, Production & Dispatch report, Office wise targets & revenue graph etc. as per DMG requirements.</p> <p>b) Notification : Lease Expiry/Dead Rent Revised/Dues/CTO limit/CTO & EC and Mining Plan expiry/FD & BG expiry/RCC-ERCC Contract Expiry etc. as per DMG requirements.</p> <p>c) Dashboard features as per the stakeholder of application system.</p>
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Brief details of the Scope of -**1. Mobile based Panchnama:**

Presently the field vigilance officer use a manual panchnama book to create panchnama during visit in field and after that the details of panchnama entered into existing online Panchnama module within the predefined period.

Integrated Mobile App (Android/iOS) to be designed and developed through which user can create a panchnama directly from mobile application during the field visit with following functionalities-

- i) Functionality to capturing GPS location of panchnama site.
- ii) Provision of photo capturing.
- iii) Send panchnama details through SMS/email to concern.
- iv) Multi-office role.
- v) Integration with existing web based panchnama module.
- vi) Offline capability (Sync data when network available).



2. Mobile based Mines Inspection:

At present some standard manual printed format and checklist is available in offices for the mines inspection. Officials have to fill the offline checklist & forms during visit and submits the manual report in office.

Above process need to be transform into mobile based online system with following major features-

- i) Auto Inspection schedules and notification or it can also be scheduled by higher authority.
- ii) Generation of Pre-analysis report for the scheduled leases.
- iii) Real time inspection data of site visits with ability to capture GPS position of pole/pillars boundary, photos of pillars, lease etc..
- iv) Functionality to upload various documents during site visit.
- v) Provision to check random e-Rawanna of the lease.
- vi) Offline capability (Sync data when network available).
- vii) Generation of Inspection report.
- viii) Integration with existing RajMines web application for further processing.
- ix) Show inspection (pin map) on GIS/Rajdhara system.
- x) Various MIS report.

3. KPI Perform:

Department have some standard format to monitor the progress of subordinate offices. All the offices fill the progress reports in prescribed formats defined by department and sent to head office where head office compile all the reports and after reconciling create a final report. This is very cumbersome and time consuming activities.

Above complete offline process of KPI performas needs to transform into online mode which have various reports and analytical graphs to monitor the progress.

4. Payment provision for new applicant and provision at website for all stakeholder:

- a) **NMET Payment Provision:** Bidder shall integrate the NMET P.D. Account with RajMines application and provide the payment deposition functionality in existing challan register module. Also, manage all the collection and deduction on dispatch in demand register.
- b) In the existing system, most of revenue is being receiving through online system where registered stakeholder can deposit the various kind of fees after login into the RajMines application. But in the Applicant profile, there is no provision to create challan/payment for all these kind of fees. Also the amounts of illegal activity (panchnama) cases are being deposited through manual process.

The selected bidder shall study the above test case and develop the provision for challan creation and payment deposition for new applicant into application profile and also need to develop the payment provision on departmental website for all users and stakeholders.

- c) **DMFT PD account Integration:** Bidder shall integrate the New 33 DMFT PD Accounts with RajMines application and provide the payment deposition functionality in existing challan register module. Also, manage all the collection and deduction on dispatch in demand register.

5. Departmental dues Monitoring:-

To monitor and effective management of various dues and recovery of the departmental stakeholders, bidder shall develop a system for Dues & Recovery Cases which include case entry, court

cases, status updation, manage recovery, manage case history, litigation details etc.. The system will be managed and monitored through various levels i.e. SME/Zone/ Head Office. The module includes various form, MIS reports and workflow which will be envisaged during the detailed system study.

6. Application Module:

In the existing system, the most of applications are being received online and also processed through work flow based online management system. In this sequence, the process of Loi and Permit issuance is also required to be made online. This is a part of existing ML processing system. It would also include digital/OTP based signature & approval functionalities.

7. GIS based Application Scrutiny:

In the existing system, the application demarcation done on GIS based Rajdhara platform. After demarcation the application applied area is superimpose on the above Rajdhara platform.

During the demarcation process all the details related to applied area like nearby leases, nearby applied applications, distances between leases and applied area gaps, distance from forest and details of nearby other resources etc information is required for analysis purpose.

Based on above information a standard checklist scrutiny report is prepared through manual process for the next step of application processing. Bidder shall integrate/create required Rajdhara API to generate above scrutiny report online and making whole process online.

8. Contractor Module :

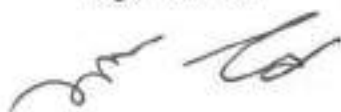
- a) Process of application receiving for RCC/ERCC Registration with further processing and issuance of certificate is to be online as per RMMCR, 2017 Rule 35 to 44.
- b) Online Receipt/ Token generation for RCC/ERCC contractor: In the current RajMines system mineral is dispatched through e-rawanna from the lease and there are two provisions are available for royalty collection-
 - 1- Departmental collection (called paid rawanna) : Royalty amount is automatically deducted through RajMines application (By the department) in advance during rawanna generation.
 - 2- Collection through RCC/ERCC (called unpaid rawanna): In this provision e-Rawanna is generated without any royalty deduction but lease holders are required to make the payment to RCC/ERCC Contractor at naka site. Upon the payment, contractor issue a receipt/token slip from receipt book against the e-Rawanna. The receipt book is a printed book issued by department.

As per the requirement, the bidder will have to create an online provision for point-2 in which the unpaid e-Rawanna will be automatically linked with the concerning contractor and displayed on the contractor's login/dashboard where upon the payment contractor will issue an online generated receipt/ token slip against the e-Rawanna from the naka site.

9. Auction Monitoring Module-

As per the current scenario, the subordinate offices prepare the proposal for the actionable Plots/Blocks and forward it to Head Office. On this proposal Head Office takes decisions and issues the NIB accordingly. Thereafter these plots are auctioned & monitored till the Loi issued.

Above mentioned process which includes preparation of proposal, forwarding of proposal, issuance of NIB, Monitoring of Successful/ Unsuccessful auctions and various stages until LOI issued need to be online under this module.



**10. Online Cash Receipt-**

Provision to generate Cash receipt through online system at Royalty Collection check-posts. The bidder shall develop the Web/Mobile based provision to generate receipt. It required detailed system study as per on DMG needs.

11. Mineral Inventory-

To be developed a module to get district mineral inventory data (i.e. existing mineral & resources, new exploration & minerals etc.) with digitization of mineral maps. It will integrate with Rajdhara and available in public domain for investors.

12. E-Rawanna linking with Conveyor belt

Bidder shall provide best fit solution to link Conveyor belt with existing e-Rawanna system. Bidder shall develop a generalized & interpretable micro service based solution which supports third party software integration.

13. LIS Module

Bidder shall incorporate following new functionalities in existing LIS (Lease Information System) Modules-

- a) Mineral wise CTO Provision.
- b) Auto mapping of Lease and ERCC Contract.
- c) Integration with Pollution control board
- d) Royalty Schedule Management

14. Demand Module

Bidder shall enhance existing modules of RajMines by including following new functionalities-

- a) Issuance of online No-dues certificate for Stake Holders.
- b) Simplification of existing Demand Register

15. Assessment Module

In existing system provision for Monthly & Yearly return is already available for Lease holders. The provision of royalty assessment is required to be incorporated after feasibility study. Module will cover the provision of MMCR, 2017 Rule(46).

16. Mining Plan Submission

Bidder shall develop the provision to submit Mining Plan through existing RajMines application with functionality of approved/rejected/query by the concerning office.

17. Weighbridge Module

The scope include enhancement in existing Weighbridge services and provide necessary integration of GPS hardware for existing weighbridge rawanna/tp software. GPS hardware is not in the scope of bidder.

18. DMFT Application:

Selected bidder has to manage and maintained DMFT application during the contract period. New functionalities to submit the proposal, issuance of sanction order and generation of Utilization Certificate to be developed and incorporate in existing DMFT application.

19. E-Rawanna Module (Provision for rawanna cancellation)

In the existing e-Rawanna system the confirmed e-rawanna cannot be cancelled once it is generated. In case of no dispatch/typographical error during data entry/System fault etc, provision to be made for rawanna cancellation considering the impact of/with other associated interlinked processes.

**20. Activity & logs Reports**

Provision to get user wise activity and logs reports and provide OTP based authentication for important activities decided by DMG.

21. Redesign of Website & login Dashboard

Redesign & Redevelopment of Mines website & stakeholders dashboard with graphical User interface and notifications system.

22. MIS & Analytical Report & Notifications

- a) Various new reports i.e. Pending demand, Pending assessment, Pending return, Production report, Production & Dispatch report, Office wise targets & revenue graph etc. as per DMG requirements.
- b) Notification : Lease Expiry/Dead Rent Revised/Dues/CTO limit/CTO & EC and Mining Plan expiry/FD & BG expiry/RCC-ERCC Contract Expiry etc. as per DMG requirements.

Selected Bidder is expected to undertake detailed Functional requirement specifications for various modules of RajMines and should adhere to the relevant policies of DoIT&C and policies specified by DeITy, Government of India for Web Application development.

The solution architecture, deployment architecture and security architecture provided in the RFP is indicative and purely for understanding of the Selected bidder; however, Selected bidder will have to use the software development stack inclusive of Software solution, middleware, database, etc. mentioned in chapter 4.13 of this RFP.

Database used for both Web Application and Mobile Application shall be the same. Application shall be bilingual (English and Hindi). The users should see the labels and captions on selected language and additionally be able to feed-in their data in English language. Also, the SI must translate, at its own, the equivalent Hindi Captions for the English version (without altering the meaning) of the Software solution and the same must be submitted to DMG for approval before implementation/ uploading or vice versa.

Software solution will consist of different modules as mentioned above and shall have a 3-Tier architecture broadly comprising of following layers:

- a. **Presentation layer:** It will provide a graphical way for users to interact with the application. This will be top layer comprising all input form and reports. This layer will be accessible through different devices like Computers, PDA. User interfaces are implemented using different technologies to render and format data for users and to acquire and validate data coming in from them. This interface will be designed on user role base authentication. User interface of all modules will support Unicode based Bi-lingual versions (English and Hindi).
- b. **Business layer:** It will facilitate communication between user interfaces and database through predefined business rules of application modules. This layer will provide middle ware supported application and tools. Business layer will comprise of following components:
 - **Business Rules:** It will define the business rules and support the business processes and workflow. This layer will automate the processes. Each module will have well-defined business logic and components for implementation of business rules and performance of business tasks.

- **Web Services:** Web services will provide a standard means of interoperating between different software applications / modules. Web services share business logic, data and processes through an interface.
- a. **Database Layer:** Third layer, database abstraction layer is an application programming interface which unifies communication between user interface(s) and business layer(s). It will act on the queries submitted through business rule / layer defined in the middleware and presentation layer. The application and the services will be accessing data stored at RSDC.

Based on high level requirements of services envisaged for RajMines under current scope of project, the following requirements are mentioned below:-

a) **Solution Level Requirements**

Requirements
<ul style="list-style-type: none">• A configurable solution to dynamically create objects / entities and their fields/attributes and relation between these objects/entities etc. using graphical user interface (GUI) as per the requirements finalized during SRS / FRS.• Design solution for configurable and customizable user interfaces, and provide flexibility to decide which fields/attributes will be displayed in which order on the add/edit/read screens of these objects/entities.• Provide users / user groups with rights - Create, Read, Update, and Delete (CRUD) on the objects/entities and their fields/attributes etc. as per the requirements.• Ensure easy customizable configuration by the system administrator on the application work flow and its interface etc.• Provide flexibility to modify the user interface including objects, fields etc. to meet line department change requests.• Dynamically create reports by selecting related objects/entities and then drag & drop of the fields/attributes.

b) **User Interface Requirements**

Requirements
Dept. of Mines & Geology web and mobile application platform / System shall have a responsive User Interface (UI) which shall meet following criteria:- <ul style="list-style-type: none">• UI shall render in personal computers, Desktops, Laptops, Tablets (Windows / Android) and Smartphone (Android)• Dept. of Mines & Geology platform/System can be viewed directly on the



well-known browsers like Google Chrome, Firefox, Safari and Internet Explorer

c) General System Requirements

Requirements

- Role based access to staff, employees, officials, contractors, etc. with single sign on /Unique Id.
- RajMines shall be a single unified solution which may require integration of multiple applications through Single-sign on.
- Complete Lease Life Cycle management from Application to Termination.
- Availability of audit trails for each individual user including administrator.
- Can be deployed in a load balancing (hardware/ software) environment and can be scaled based on the load.
- Shall have a customizable dashboard for each type of users i.e. (Department Users etc.)
- Personalized and customizable login screen for different users viz. Administrator/Senior Officials, etc.
- Integration with Biometric machines, Bar Code Scanners, Bar Coded I-Cards/ Library Cards, SMS and Payment Gateway.
- Develop web services for integration with IVRS application (to be developed by DMG separately). Details for this shall be finalized during SRS stage.
- System shall be database independent.
- System should be based on Object-oriented, modular and scalable architecture, designed as platform independent.
- The GUI of the system should adhere to industry-accepted practice, which is to be followed by the underlying platform.
- The system should support industry standard wherever applicable.
- The software should provide well defined and easy-to-use tools for operation and maintenance activities like backup and restoration.
- The software should provide facilities for detailed logs, audit trails and other major user activities.
- The system should have the management information system feature of providing on-line and off-line statistical information for monitoring the overall performance of the system.



- All such functions/data parameters, which may undergo changes from time to time during the life of the software, should be kept in 'User Table' so that the user can modify these.
- All screens of the system should have a consistent look. Every screen should have date, time and station name, application name etc.
- The product shall have an open API for integration and customization of further modules with reference to the client requirements.
- Software threat concerns (virus attack, unauthorized login, hacked user name and password, unauthorized network access, unauthorized access to data, loss of data integrity, unauthorized tampering with network resources) need to be addressed.
- GUI with customizable forms to enter mines demographic data, lessee details, mineral status etc. as a part of mine history information.
- The RajMines should have the facility of processing of GIS maps with updated coordinates of the locations.
- The software architecture should be scalable so that any expansion in terms of number of lessees / users is easier and cost-effective. In case of server failure, the software should be able to handle major tasks and store the information in the local disk, which can be transferred to server end upon link restoration. The software should be able to take care of the redundancy in servers.
- The software should support browser-based access.
- Support the normal network protocol stack, consisting of publicly available and non-proprietary communication and database protocols.
- Allows access only after authorization using login process.
- Server applications to generate usage reports based on parameters.
- The software shall have capability to work in a PKI environment for issuing digitally signed including e-Sign to the users at other remote location.
- The complete telemedicine software should be of client-server architecture and should be browser based.
- Database has to be on RDBMS structure.
- RajMines shall be layered and module based.
- Customization of menus and format as per user requirement.
- Database capability / Support for storing multiple mines information with unique identification.
- Database capability / Support for multiple lessees under each mine with



unique identification.

- Database capability / Support for multiple remote locations with unique identification.
- Database capability / Support for multiple rawanna generation for each mining location / lease with a unique identification.
- Server should have provision for data backup.
- Web Application developed should be compatible with all the common web browsers at least MS-Internet Explorer, Google Chrome and Mozilla Firefox

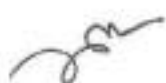
d) Mobile Application**Requirement**

Specification for the Mobile Application

- Design the User Interface and User Experience to ensure that the service is user friendly.
- Structure overall content to make it screen reader friendly.
- Design of consistent visual elements and Mobile Apps architecture that is scalable and expandable.
- Resolution independent Mobile Apps that will automatically expand/compress itself as per the screen resolution.
- Having some way for users to provide feedback on the mobile apps, a quick way to report bugs or errors.
- Delivery should be in the form of a four published mobile applications on each platform in the market place (Play store)
- Integration with existing systems in governmental entities like SSO etc.
- The developed Mobile app should consider the performance measures in terms of memory, CPU consumption.
- The user experience must be highly intuitive with push notifications and smooth transitions between the Mobile App and 3rd party payment services.
- The solution architecture should be able to address the future scalability requirements, in terms of both application (to add new services) and infrastructure and backend (adding more users).
- The solution architecture should be highly available and in harmony with the existing backend systems. The solution should enforce network level security, traffic to be encrypted using secured connectivity. The mobile app should use token based authentication that is integrated with the existing systems authentication services. The users can login through Single Sign On Government of Rajasthan.
- The Apps should provide an update feature in case of newly published version.

The mobile application should be built on android platform. Mobile Application will have following major (indicative) functionalities:

- Random and auto Inspection assignment





- Panchnama creation and cases
- Lease information
- Dashboard
- MIS
- Status of pending activities/ notifications visible user / lessee-wise

The **RajMines** developed should be compatible with all the common web browsers at least MS-Internet Explorer, Google Chrome and Mozilla Firefox.

Integration with E-mail Gateway, SMS Gateway and Payment Gateway

E-mail gateway: Selected Bidder shall provide an interface for e-mail solution of **RajMines** with the newly built software solution.

SMS Gateway: The Software solution shall be integrated with MSDG Gateway of Rajasthan, for automatically sending the required details/ information through SMS to the designated officers of DHFW and other stakeholders. Selected Bidder would be responsible for preparing interfaces for integration with the MSDG Gateway and the proposed Software solution.

Payment Gateway: Selected Bidder shall integrate the payment gateway(s) of various banks/ Aggregators as decided by DMG, with the proposed Web Portal / Application software, as required for **RajMines** for facilitating online payments.

e) MIS Reports

Requirements

SI/IA shall develop a set of automated MIS reports as per the requirements and also provide to create customised reports option for the senior officials in the Dept. of

Indicative MIS reports / Graphical dashboards:-

- Lease information / District wise
- Mineral production & Dispatch
- Rawanna
- Pending Demand
- Pending Assessment
- Pending Return
- Targets & revenue
- Report on business rules / users



f) Dashboard:

Requirements
Each user of Department of Mines & Geology, employees, lease holders etc. should have a customized dashboard view on logging into the system either on web or mobile with key sections as follows
<ul style="list-style-type: none">• Activities pending• Activities assigned• Activities completed• Targets & revenue• Inspection• Panchnama Cases and Revenue• MIS Reports• Link to allowable modules/activities based on rights of the particular User

g) System Management and User Management

Requirement Description
Access
The Dept. of Mines & Geology System/platform should be accessible to <ul style="list-style-type: none">• Lease Holders• Contractors• Lease Applicants• Employees / Staff of DMG• Weighbridge• Software Developer• Dealer/Stockiest
User management
The system should extends the existing user management
The system should allow (admin user) creation and management of user with relevant details
The system should allow to create unique user name only
The system should provide feature to search a valid user name
The system should provide facility to block or unblock any office user
The system should allow admin user to create/modify user and roles and privileges
The system should provide facility to create user role as per the follows <ul style="list-style-type: none">• Office user at head office with a user role• Principal Secretary / Secretary Department of Mines & Geology



- Employees of Department of Mines & Geology
- Administrative Department officials
- Field location staff
- Office clerks
- Contractors
- Registered User
- Applicant
- Dealer/Stockiest
- Weighbridge Holder
- Any other as specified by the DMG

Assign Role to user

The system should allow system to assign user role to each user,

h) Additional requirements / System wide functionalities:

Additional Requirements
System Wide Functionalities
<ul style="list-style-type: none">• RajMines shall be modular in design and shall be designed using test driven development (TDD) methodology and reusable programming techniques for ease of maintenance.• RajMines shall have the capability to format output to support HTML, XML, text for data exchange/integration with various entities involved in the process.• RajMines shall have the capability to complete all requests (e.g., store, retrieve, update, etc.) without any data loss• RajMines shall maintain an audit log in of each transaction• RajMines shall have the capability to define and modify access privileges.• RajMines shall use open systems, follow the guideline for coding standards, standard-based architecture to meet functional requirements and to inter-operate with existing information systems.• Data inputs to the RajMines shall be validated prior to being processed.• Input data shall be validated for out of range values, missing or incomplete data, and unauthorized or inconsistent control data.• RajMines shall prevent unauthorized users from accessing the system.• Registered users in RajMines shall be allowed to log-on only to those functions which they are authorized to access and use.• The password management system shall require the use of quality (i.e. difficult to guess) passwords.• RajMines shall adhere to the integration requirements – Payment gateway, SMS gateway, E-mail solution, Single Sign On, etc.

i) Proposed Deployment Architecture

RajMines shall be deployed at RSDC. Selected Bidder shall deploy the application and configure it with middleware and third party tools Content Management System, Document Management System etc. (provided by RSDC/ DoIT&C) to meet the functional requirements.

Hosting of **RajMines**, web server, and application server shall be provisioned in redundant high-availability mode with application load balancers (to be provided by RSDC) and switches to avoid any failover. Database servers shall also be provisioned in redundant, high-available mode. The SI will make necessary changes in the **RajMines** in accordance to the requirements so that both the server should be up and running 24X7.

Selected Bidder may be asked to deploy **RajMines** on RSDC cloud if the same is operational.

The traffic from all the project locations would arrive at the central site i.e. RSDC, Jaipur.

**j) Proposed Security Architecture**

Envisaged security architecture for the **RajMines** is as provided below:

- I. **User Level Security:** Restricted areas of the application should only be accessible through pre-defined user access rights.
- II. **Database Level Security:** Other than built in database access logic in **RajMines**, provision to control direct access to database server by any unauthorized user shall be done. Only authorized database administration users with assigned privilege shall be allowed to access database.
- III. **HTTP and HTTPS:** Customized **RajMines** should support both HTTP and HTTPS (5 128 bit SSL certificate to be deployed by the Selected Bidder on the Servers for the entire project duration).
- IV. **Application Level Security:** Application shall have Role based access, encryption of user credentials and storing of user credentials for users in separate repositories. Application level security controls should be provisioned in the application for following:-
 - Prevent SQL Injection Vulnerabilities for attack on database
 - Prevent XSS Vulnerabilities to extract user name password
 - Secure Authentication and Session Management control functionality shall be provided
 - Prevent Security Mis-configuration Vulnerabilities
 - Prevent Failure to Restrict URL Access Vulnerabilities (By providing authentication and authorization for each sensitive page, use role-based authentication and authorization and make authentication and authorization policies configurable)
 - Prevent Insufficient Transport Layer Protection Vulnerabilities
 - Prevent invalidated Redirects and Forwards Vulnerabilities
- V. **Apart from the above**
 - To customize Dept. of Mines & Geology Platform/ System, SI shall make use of **eSAFE: e-Governance Security Assurance Framework Guidelines for Implementation of Security Controls** issued by the Department of Electronics and Information Technology (DeitY), Ministry of Communications & IT (MCIT), Government of India*.

k) Approach and Methodology to be followed

The Selected Bidder is expected to use industry standard design documents/ templates, best practices for coding during designing, development, customization of **RajMines**.

DMG has no technology preference and the **RajMines** may be customized / developed / deployed on the stack given in the scope of work.

l) Data Sizing, Named Users & Concurrency of Data

RajMines shall be accessed by all the stakeholders as mentioned and the estimated current number of users will be 5000. Estimated total number of users using the **RajMines** could rise up to 10,000 in next three years.

I. Technical Specifications & Standards:

1. Application Design & Development

- a) **Compliance with industry standards:** Solution shall be compliant with latest industry standards wherever applicable. This will apply to all the aspects of solution including but not limited to design, development, security, installation, and testing.
- b) **Platform Flexibility:** Open Standards and Interoperability (Usage of standard APIs) shall be considered Web-centric, multi-tier architecture shall be used.
- c) **Compliance to SOA and EAI:** Application shall be based on Service Oriented Architecture (SOA) and EAI. All modules of the application shall expose key functionality through Software APIs in form of SOAP & WS-* or JSON & REST etc. so that they can be consumed by other applications.
- d) **User Interface:** The application's UI should be based on HTML5 standard or better and should be compatible with all devices like Desktop, Smartphone and tablet etc. The application interface should be responsive and required.
- e) **Error Handling:** Ensure applications execute proper error handling so that errors will not provide detailed system information, deny service, impair security mechanisms, or crash the system.
- f) **Rich User experience:** The solution should have capability where any services like Payment Gateway, the mobile devices for queries/ reporting and providing day-to-day approvals by competent authorities as per authorized workflow for different kind of requests; and external entities like bank, departments and others can invoke this framework by passing the required parameters and specifying the desired output.
- g) **The mobile application must be compatible with latest IOS and android platforms available since 2021.**

2. Technology Standards

- a) **Browser Compatibility:** The Application should support common web and mobile browsers like Google Chrome, Internet Explorer, Firefox, Safari and Opera Mini etc.
- b) **Bi-Lingual Support:** Application shall support at least Unicode 5.1/ 6.0 standard based Bi-lingual versions for user interface. It is expected to be in the Hindi and English (India) languages.
- c) **Anywhere Access:** Application shall be deployed on state government datacentre to enable anytime, anywhere access and to address auto-sync/save, efficiency, peak load handling issues. The application should also function on the low bandwidth (64 Kbps/ GPRS).
- d) **Scalability, Reliability and Flexibility:** The technology must be scalable with Department's emerging requirements and must continue to be reliable as the information handling needs of the government increases. The architecture must be scalable and flexible for modular expansion.
- e) **Interoperability:** The system should be interoperable and should comply with open standards for easy integration. The entire system/ subsystem should be interoperable, in order to support information flow and integration. Operating systems and storage technologies from several suppliers must interact well with each other.
- f) **Single Sign On (SSO):** Government of Rajasthan, as part of its IT Architecture, the application will be accessible through SSO ID.



g) Presentation Layer: The presentation layer i.e. User Interface would be used for the receiving and delivery information for to and from the end-user of the application. It should be responsive.

h) Workflow System: Workflow would be used with the automation of procedures where documents, information or tasks are passed among participants according to a defined set of rules to achieve, or contribute to an overall business goal. A workflow system would manage and monitor the state of activities in a workflow, such as the processing and approval of various application forms, and determines which new activity to transition to according to defined processes.

3. Security Standards

a) Application Access: Ensure applications processing data properly for authenticated users (through central authentication systems), specifically: SSO Login. Establish authorizations for applications by affiliation, membership, or employment, rather than by individual. If individual authorizations are used, these should expire and require renewal on a periodic (at least annually) basis.

b) Review: Conduct code-level security reviews with professionally trained peers for all new or significantly modified applications; particularly, those that affect the collection, use, and/or display of confidential data. Conduct annual security tests of Internet applications.

c) Security: application shall support both HTTP and HTTPS (SSL certificate shall be provided by Purchaser).

d) In addition to above, all required security standards will be followed as per the IT architecture and IT policy of Rajasthan.

4. Quality Management Standards

a) All project deliverables will be subject to a review and approval process and will be signed off by the purchaser.

b) Peer reviews will be held for business design and technical design documents, and code-walkthroughs for non-generated code.

c) Defining a test strategy has been scheduled in the Business Design phase. This strategy will include the development of test scenarios, test cases and a detailed test plan.

d) An acceptance test task is included in the work plan to enable the business area to test the final product in a production-like environment prior to implementation. The initial requirements for this acceptance test will be documented during the business design.

e) All system and application deliverables will be signed off prior to migration to production.

Note:

- i. The shared functional requirements in this document are tentative and shall be finalised during the study phase. However, the improvement with respect to usability and cater new functional requirements, the system shall be improved gradually during the entire period of contract.
- ii. Expected peak concurrent users:
Considering 10 mins/ visit, a user may visits 6 times in an hour. To get the target number of 2000 visits/ visitors per hour the concurrent users for
 - a. Citizen/ Maker category: 300
 - b. Departmental Officers (Reviewers/ Approvers): 33
- iii. The entire application should come with the following environment:



1. Production (Active- Active Nodes)
2. DR environment
3. UAT/ Pre-production Environment
4. Development/Staging/ Test Environment

iv. Addition to above the design and architecture of the application should be done considering IT Policy and Architecture of DOIT&C. In case of any change in the specifications and standard based on the policy of DOIT&C and RSDC, the selected bidder has to comply those standards and specifications without any extra cost.



ANNEXURE-2: BIDDER'S AUTHORIZATION CERTIFICATE

To,

Director

Department of Mines and Geology,

Khanij Bhawan, Shastri Circle

Udaipur (Rajasthan)

Reference: NIB No. : _____ Dated: _____

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: SELF-DECLARATION**

To,

Director
Department of Mines and Geology,
Khanij Bhawan, Shastri Circle
Udaipur (Rajasthan)

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

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

To,

Director
Department of Mines and Geology,
Khanij Bhawan, Shastri Circle
Udaipur (Rajasthan)

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, Minimum Qualification criteria of resources, 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 as mentioned in the financial bid (BoQ).

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

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

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

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

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

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

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

Date:

Authorized Signatory

Name:

Designation:

**Financial Bid Format****Indicative Financial Bid Format**

- This is an indicative BoQ. The BoQ available at e-procurement portal shall be considered as final.)
- Bidder has to quote compulsorily in all items otherwise complete bid will be rejected.
- GST shall be paid on actuals as per prevailing rates.
- This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.
- The Bidders needs to submit their Financial Proposal at e-procurement website as per the below mentioned templates:

Table-1

Tender Inviting Authority: Director, DMG Udaipur						
Name of Work: RFP for Selection of Agency for Design, Development, Customization, Implementation, Operation and Maintenance of RajMines (DMG Online Monitoring System)						
NIT Ref. No.:						
Bidder Name :						
1	2	3	4	5	6	7
S · N o ·	Description	Unit	Qty	Total Price In Figures (in INR) (excluding GST) (A)	Applicable GST (B)	Total (A+B)
1	Study, Design, Development, Customization, Integration, Testing, Deployment, Go-Live of New Works/Modules as per scope of works AND Operation & Maintenance Support service of Complete RajMines (Existing + New Development) (Total duration 4 Years)	Lumpsum	1			
Total Project Cost in Figures						
Total Project Cost in Words						

**Table-2**

1	2	3	4	5
S.NO	Description of Resource (Onsite)	Unit	Qty	Per Unit Price per month (in INR) (inclusive of all taxes, levies, and duties applicable but excluding GST)
1.	Senior Technical Project Manager	Man Month	1	
2.	Technical cum Project Lead	Man Month	1	
3.	Senior Software Developers (Atleast 1 Mobile App Developer)	Man Month	4	
4.	Software Developers (Atleast 1 mobile App developer, 1 DBA)	Man Month	3	
5.	Full Stack Developer (Development+ Designing+ Testing etc)	Man Month	1	
6.	Database Administrator	Man Month	1	
7.	Test Engineer	Man Month	1	
8.	Web Designer	Man Month	1	
9.	Helpdesk Engineer/ Customer Support Engineer	Man Month	1	
Total in Figures				
Total in Words				

Table-3

Major Developmental Change Request				
1	2	3	4	5
S. No	Description	Unit	Qty	Total Price In Figures (in INR) (inclusive of all taxes, levies, and duties applicable but excluding GST)
1	Major Developmental Change Request (Man Per Month)	Number	1	
Total in Figures				
Total in Words				



NOTE:

1. The quoted rates in the table No. 2,3 are for reference purpose only for additional requirement if any in future.
2. The quoted rates in the table No. 2 ,3 shall not be used for evaluation of this tender.
3. The quoted rates in the Table No.1 shall be used for evaluation of this tender.

**Annexure-5: BANK GUARANTEE FORMAT**(to be submitted by the bidder's bank)**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 Udaipur and payable at par at Udaipur, Rajasthan)

To,

Director
Department of Mines and Geology,
Khanij Bhawan, Shastri Circle
Udaipur (Rajasthan)

Reference: NIB No. : _____ Dated: _____

Dear 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, Department of Mines and Geology, Khanij Bhawan, Shastri Circle Udaipur (Rajasthan) (herein after referred to as DMG) by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Udaipur irrevocable and operative till the bid validity date(i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum of <Rs. _____ (Rupees <in words>)> to the DMG as bid security amount.

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



- charges and expenses caused to or suffered by or that may be caused to or suffered by the DMG shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the DMG and it is further declared that it shall not be necessary for the DMG to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the DMG may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
 5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
 6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
 7. The right of the DMG 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 there under.
 9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
 10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date (Signature)
Place (Printed Name)
(Designation)



(Bank's common seal)

In presence of:

WITNESS (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 DMG
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:

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

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

To,

Director
Department of Mines and Geology,
Khanij Bhawan, Shastri Circle
Udaipur (Rajasthan)

Reference: NIB No. : _____ Dated: _____

Dear Sir,

1. In consideration of the Department of Mines and Geology ~~Info Services Limited~~ (hereinafter called "DMG") having agreed to exempt M/s _____ (hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No. _____ dated _____ made between the DMG through _____ and _____ (Contractor) for the work _____ (hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (rupees _____ only), we _____ (indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of _____ Contractor(s) do hereby undertake to pay to the DMG an amount not exceeding Rs. _____ (Rupees _____ only) on demand.
2. We _____ (Indicate the name of Bank), do hereby undertake to pay Rs. _____ (Rupees _____ only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the DMG. Any such demand made on the bank by the DMG shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the DMG and We _____ (Indicate the name of Bank), bound ourselves with all directions given by DMG regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
3. We _____ (indicate the name of Bank), undertake to pay to the DMG 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 DMG under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the DMG certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.



5. We(indicate the name of Bank) further agree with the DMG that the DMG shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the DMG against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the DMG or any indulgence by the DMG to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. The liability of us..... (Indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We..... (Indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the DMG in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the DMG. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for the DMG to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the DMG may have obtained or obtain from the contractor.
10. We..... (Indicate the name of Bank) verify that we have a branch at Udaipur. We undertake that this Bank Guarantee shall be payable at any of its branch at Udaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

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

Signature

(Name & Designation)

Bank's Seal

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

Signature

(Name & Designation)



ANNEXURE-6: DRAFT AGREEMENT FORMAT (to be mutually signed by bidder and procuring entity)

This Contract is made and entered into on this _____ day of _____, 2016 by and between Department of Mines and Geology (DMG), having its head office at Khanij Bhawan, Shastri Circle Udaipur (Rajasthan) (herein after referred to as Purchaser/DMG) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

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

Whereas,

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

And whereas

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

And whereas

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

And whereas

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

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

1. The NIB Ref. No. _____ dated _____ and RFP document dated _____ issued by DMG 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 DMG to M/s.....at the rates set forth in the LOI no. _____ dated _____ will duly supply the said articles/ services set forth thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexure and Technical Bid along with subsequent clarifications submitted by supplier.
3. The DMG do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the DMG 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 LOI i.e. _____ and completed by supplier within the period as specified in the RFP document.
5. The selected bidder shall submit the CVs (Annexure-9) of all resources before deploying physically and also ensure that all the resources are having suitable eligibilities as per Annexure-10.
6. In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or services calculated phase-wise which the supplier/ selected bidder has failed to supply/ install/ complete : -

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

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
 - ii. The maximum amount of agreed liquidated damages shall be 10% of the contract value.
 - iii. *The percentage refers to the payment due for the associated works/ goods/ service.
 - iv. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - v. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of supplier.
7. This agreement is being executed on behalf of M/s (Concerned Department)....., to procure defined goods and services, DMG is acting merely as a Pure agent who neither intends to hold or holds any title to the goods and services are required to be delivered in the name M/s (Concerned Department).....along with invoices of supplied items, although payment will be made by DMG on behalf of said department.
 8. 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 _____, 2019.

Signed By:	Signed By:
() Designation: Company:	() Managing Director, DMG
In the presence of:	In the presence of:
() Designation: Company:	() Designation:
() Designation: Company:	() Designation:



ANNEXURE-7: COVERING LETTER FOR TECHNICAL BID

Date:

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

Full name of authorized representative:

To,

Director
Department of Mines and Geology,
Khanij Bhawan, Shastri Circle
Udaipur (Rajasthan)

Reference: NIB No. : _____ Dated: _____

Dear Sir,

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

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

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

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

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

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

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



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

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

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

Witness Signature:

Witness Name:

Witness Address:

**ANNEXURE-8: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012**

Appeal Noof

Before the (First/ Second Appellate Authority)

1. Particulars of appellant:

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

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

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

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

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

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

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

7. Prayer: <please specify>

Place

Date

Appellant's Signature

**ANNEXURE-9: FORMAT FOR CVs**

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

**ANNEXURE-10- QUALIFICATION AND EXPERIENCE OF THE REQUIRED RESOURCES**

S.No.	Resource	Desirable Qualification and Experience
1.	Senior Technical Project Manager	<ul style="list-style-type: none"> • B.E/ B.Tech / MCA / MSc in Computer specialization in computers or equivalent as well as preferably a management degree. • Fluency in English/ Hindi • Minimum 10 years experience of managing large software development projects and must have core development skills as full stack developers. • Including 2 years of experience in a CMMI Level 3 Firm • The candidate must have independently handled at least two large projects on all aspects from concept stage to implementation. They should be strong in the assessment of project needs and their resolutions, system integration, quality assurance besides handling project teams. They should be aware of software, mobile and telecom technology tools and deployment issues. The candidates should have strength in technology, domain and application development and process leadership quantities to lead a team. • Candidate shall have a valid & relevant certificate.
2.	Technical cum Project Lead	<ul style="list-style-type: none"> • B.E/ B.Tech / MCA / MSc in Computer specialization in computers or equivalent as well as preferably a management degree. • Having Minimum 7 years of post-qualification relevant work experience in design and development of customized IT applications & having experience working through the design, development, release (SDLC) cycle delivering software application projects • Including minimum 4+ years of experience in managing a team size of more than 15 developers in the capacity of Team Leader / Project Manager • At Least 2 years of experience in a CMMI Level 3 Firm • Must have good understanding of Government Processes and IT automation initiatives in e-Governance Domain • PMP Certification
3.	Senior Software Developer	<ul style="list-style-type: none"> • B.E/ B.Tech / MCA / MSc specialization in computers or equivalent as well as preferably a management degree. • Fluency in English/ Hindi • Minimum 5 years experience of managing large software development projects. The candidate must have independently handled at least two large projects on all aspects from concept stage to implementation. They should be strong in the assessment of project needs and their resolutions, system integration, quality assurance besides handling project teams. They should be aware of software, mobile and telecom technology tools and deployment issues.



S.No.	Resource	Desirable Qualification and Experience
		<ul style="list-style-type: none">• Candidate shall have a valid & relevant certificate.
4.	Software Developer	<ul style="list-style-type: none">• B.E/ B.Tech / MCA / MSc specialization in computers or equivalent as well as preferably a management degree.• Fluency in English/ Hindi• Minimum 3 years experience of managing large software development projects. The candidate must have independently handled at least two large projects on all aspects from concept stage to implementation. They should be strong in the assessment of project needs and their resolutions, system integration, quality assurance besides handling project teams. They should be aware of software, mobile and telecom technology tools and deployment issues.• Candidate shall have a valid & relevant certificate.
5.	Full Stack Developer (Development+ Designing+ Testing etc)	<ul style="list-style-type: none">• B.E/ B.Tech / MCA / MSc specialization in computers or equivalent as well as preferably a management degree.• Fluency in English/ Hindi• Minimum 3 years experience of Front-end technology, Development Languages, Database, Basic design ability, Server, Working with API and version control systems.• Candidate shall have a valid & relevant certificate.
6.	Database Administrator	<ul style="list-style-type: none">• B.E/ B.Tech / MCA / MSc specialization in computers or equivalent as well as preferably a management degree.• Fluency in English/ Hindi• Minimum 4 years experience of managing the relevant Databases with Strong understanding of database structures, normalization, theories, principles, Database queries and practices.• Creation and maintenance of schema objects: tables, indexes, views, sequences etc.• Working technical experience with designing, building, installing, configuring, supporting, troubleshooting database servers• Candidate shall have a valid & relevant certificate.
7.	Test Engineer	<ul style="list-style-type: none">• B.E/ B.Tech / MCA/ Masters Degree (CS/ CA/ IT)• Fluency in English/ Hindi• Minimum 4 years experience of software testing as testing engineer• Experience in Test management tool/Bug tracking tool/Automated testing tool/Performance testing tool/Cross-browser testing tool/Integration testing tool/ Unit testing tool/Mobile/android testing tool.• Ability to collate data and compile test reports.• Excellent software troubleshooting skills.• Ability to design and write complex software testing procedures.



S.No.	Resource	Desirable Qualification and Experience
		<ul style="list-style-type: none">• Candidate shall have a valid & relevant certificate.
8.	Web Designer	<ul style="list-style-type: none">• B.E/ B.Tech / MCA/ Masters Degree (CS/ CA/ IT)• Fluency in English/ Hindi• Minimum 3 Years of post qualification experience in professional design experience in UI/ UX of large software development projects with HTML, Javascript, and CSS• Candidate shall have a valid & relevant certificate.
9.	Helpdesk Engineer/ Customer Support Engineer	<ul style="list-style-type: none">• B.E/ B.Tech / BCA (CS/ CA/ IT)• Fluency in English/ Hindi• Minimum 2 years of post-qualification and relevant work experience in Tech-Support, Excellent Technical Communication Skills• Ability to understand the problem & escalating in correct solution pipeline

Date:

Authorized Signatory:

Seal of the Organization:

Name:

Designation:

**ANNEXURE-11: PRE-BID QUERIES FORMAT**

Name of the Company/Firm: _____

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

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

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

Company/Firm Contacts:

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

Query / Clarification Sought:

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

Note - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity.

Date:

Authorized Signatory:

Seal of the Organization:

Name:

Designation:

**ANNEXURE-12: FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR PRE-QUALIFICATION EXPERIENCE**

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

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

Date:

Authorized Signatory:

Seal of the Organization:

Name:

Designation:

**ANNEXURE-13 - TENDER FORM**

[Reference No.]

• **Addressed to:**

Name of the Tendering Authority	Director, Department of Mines and Geology
Address	Khanij Bhawan, Shastri Circle, Udaipur (Rajasthan)
Telephone	0294- 2415091
Tele Fax	
Email	director.uda.mg@rajasthan.gov.in

• **Firm Details:**

Name of Firm				
Name of Contact Person with Designation				
Registered Office Address				
Address of the Firm				
Year of Establishment				
Type of Firm	Public Limited	Private Limited	Partnership	Proprietary
Put Tick() mark				
Telephone Number(s)				
Email Address/ Web Site	Email:	Web-Site:		
Fax No.				
Mobile Number	Mobile:			
Certification/Accreditation/Affiliation, if Any				

- The requisite tender fee amounting to Rs. _____/- (Rupees <in words>) has been deposited vide receipt no. _____ dated _____.
- The requisite DMG processing fee amounting to Rs. _____/- (Rupees <in words>) has been deposited vide receipt no. _____ dated _____.



- The requisite Bid Security amounting to Rs. _____/- (Rupees <in words>) has been deposited vide Banker's Cheque/ DD No. _____ dated _____.
- We agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date: _____

Contact Person: _____

Name & Seal of the firm: _____

Authorized Signatory: _____



ANNEXURE-14: CERTIFICATE OF CONFORMITY/ NO DEVIATION

{To be submitted by the bidder only on his Letter Head duly signed by Auth. Sign.}

To,

Director
Department of Mines and Geology,
Khanij Bhawan, Shastri Circle
Udaipur (Rajasthan)

CERTIFICATE

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

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

Thanking you,

Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -
Date: _____
Place: _____

**ANNEXURE-15: C.A. CERTIFICATE TOWARDS TURNOVER FROM IT/ITES**

(On C.A.'s letterhead)

To,

Director
Department of Mines and Geology,
Khanij Bhawan, Shastri Circle
Udaipur (Rajasthan)

In response to the Tender/ NIT Ref. No. _____ dated _____, as an Authorized Signatory of _____ (Name of C.A./ C.A. firm), I/ We hereby confirm that average annual turnover of my/ our client _____ (Name of Bidder) from IT/ ITeS in last 3 financial years, i.e., FYs 2017-18, 2018-19, 2019-20, 2020-21 (as per the last published audited balance sheets), is Rs. _____ crores or more. I/ We hereby confirm that the annual turnover from IT/ ITeS business in last three financial years is as follows:

Year	Turnover in figure	Turnover in words
1.		
2.		
3.		

The information submitted above is true and fair to the best of my/ our knowledge.

Thanking you,

Name of the C.A./ C.A. Firm:-

Registration Number:-

Authorized Signatory:-

Seal of the Organization:-

Date: _____

Place: _____

**Annexure-16****"G.S.T. DECLARATION"**

I, Certify that the goods/Services on which G.S.T. has been charged have not exempted under the G.S.T. Act, or the rules made under and the amount charged on account of G.S.T. is not more than what is payable under the current provisions of the G.S.T. act Or the rules made there under.

Certify that we

M/s..... are
registered as dealer in the (State or
Union Territory) under G.S.T. registration No.....

**SIGNATURE OF THE BIDDER
WITH SEAL**

Place :-

Date :-

Name :-

Designation :-

Address :-

**Annexure-A****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 behavior 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.

SIGNATURE OF THE BIDDER
WITH SEAL

Name with Designation:

Address:

Place:

Date:

**Annexure-B****Annexure B : Declaration by the Bidder regarding Qualifications****Declaration by the Bidder**

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

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

Date:

Place:

Signature of bidder

Name :

Designation:

Address:



Annexure-C

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 or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

SIGNATURE OF THE BIDDER
WITH SEAL

Name :-

Place :-

Designation :-

Date :-

Address :-



Annexure-D

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) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) 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.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

**3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)**

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

SIGNATURE OF THE BIDDER
WITH SEAL

Name :-

Designation :-

Address :-

Place :-

Date :-