

KOTA SMART CITY LIMITED



Invitation for Bid

Bid Reference No:13/2017-18

Bidding Document for

**Supply, Installation, Testing & Customization of
e-office software solution for Kota Smart City and
related organizations**

Project Cost: 35.30 Lacs

Chief Executive Officer

Kota Smart City Limited,

Rajeev Gandhi Bhawan, Block-A, Dussehra Maidan, Kota, Rajasthan, 324007

E-mail: ksclkota@gmail.com

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KOTA SMART CITY LIMITED

(An initiative of GoI, GoR & ULB)



CIN: U75232RJ2016SGC056440

Tel: 0744-2502293 | Fax: 0744-2501282

E-mail: ksclkota@gmail.com

Chief Executive Officer

Kota Smart City Limited,
Rajeev Gandhi Bhawan, Block-A,
Dussehra Maidan, Kota, Rajasthan, 324007
Tel: 0744-2502293 | Fax: 0744-2501282,
E-mail: ksclkota@gmail.com

No: - KSCL/2017/1128

Date: 27/01/17

NIB No.13/2017-18

Notice inviting on line bids for "Supply, Installation, Testing & Customization of e-office Software solution for Kota Smart City and related organizations".

KOTA SMART CITY LIMITED, KSCL Kota invites online unconditional bids through e-procurement portal <http://eproc.rajasthan.gov.in> from eligible bidders in accordance with the RTPP Act 2012 and RTPP Rules 2013, amended up to date and under National Competitive

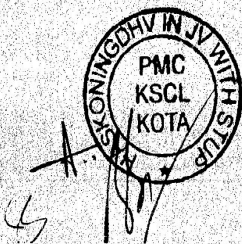
S. No.	Name of Work	Estimated Cost (Rs. In Lacs)	Earnest Money (Rs. In Lacs)	Fee	Period of completion	
				Tender Fee & Processing Fee	Supply, Installation, Testing & Customization (SITC)	Annual Maintenance Contract
1	Supply, Installation, Testing & Customization of e-office Software solution for Kota Smart City and related organizations.	35.30	0.71	1,000/- (Tender Fees) & 500/- (Processing Fee)	3 Month	2 Years

- Detailed NIB & Bid Documents are available at the websites <http://sppp.raj.nic.in> & <http://eproc.rajasthan.gov.in> and may be downloaded free of cost from <http://eproc.rajasthan.gov.in>
- Any subsequent addendum/corrigendum shall be published only at the websites <http://sppp.raj.nic.in> & <http://eproc.rajasthan.gov.in>

(Rohit Gupta, IAS)

Chief Executive Officer

Kota Smart City Limited



(An initiative of GoI, GoR & ULB)**Chief Executive Officer**

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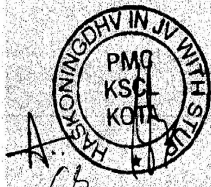
Date: - 27/10/2017

DETAILED NIB
NIB No. 13/2017-18

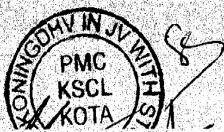
Notice inviting on line bids for Supply, Installation, Testing & Customization of e-office Software solution for Kota Smart City and related organizations.

KSCL Kota invites online unconditional bids on behalf of the CEO, KSCL, Kota through e-procurement portal <http://eproc.rajasthan.gov.in> from eligible bidders. Bidding will be conducted through procedures in accordance with the RTPP Act 2012 and RTPP Rules 2013, amended up to date and under National Competitive Bidding with Single Stage -two envelopes bidding procedure with prequalification filter and are open to all national Bidders.

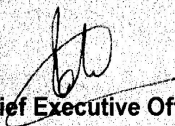
Name & Address of the Procuring Entity	Chief Executive Officer Kota Smart City Limited, Rajeev Gandhi Bhawan, Block-A, Dussehra Maidan, Kota, Rajasthan, 324007
Subject Matter of Procurement	Supply, Installation, Testing & Customization of e-office Software solution for Kota Smart City and related organizations.
Period of completion of physical works and defect liability period/or warranty and annual maintenance contract	1. Supply, Installation, Testing & Customization (SITC) for 3 months . 2. Defect Liability Period /or Warranty for 12 months . 3. Annual Maintenance Contract for 24 months . Hence, total contract period is 39 months .
Bid Procedure	Single-stage: Two Part (envelope) open competitive e Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Quality (80%) cum Cost (20%) Based Selection QCBS - 80:20
Eligibility Criteria	As detailed in bid documents
Websites for downloading Bidding Document	http://sppp.rajasthan.gov.in http://eproc.rajasthan.gov.in
Estimated Cost	Rs. 35,30,000/- (Rupees Thirty-Five Lacs Thirty Thousand) Only

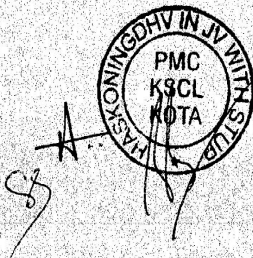


Cost of Bid Document (Non-Refundable)	Bidding document fee (Non-Refundable): Rs. 1,000.00 (Rupees One Thousand only) in shall be deposited through DD/Bankers Pay order drawn on any Scheduled/ Commercial Bank in favour of "CEO, Kota Smart City Limited" payable at Kota. The bidder shall upload scanned copy of fee instrument.
Cost of RISL Processing Fee (Non-refundable)	Bid Processing Fee (Non-Refundable): Rs.500/- (Rupees Five Hundred only) in Demand Draft drawn on any Scheduled/Commercial Bank in favour of "Managing Director, RISL" payable at "Jaipur". The bidder shall upload scanned copy of fee instrument.
Bid Security (Refundable)	Rs. 71,000/- (Rupees Seventy-One Thousand) Only. Mode of Payment: BG/DD/Bankers Pay order drawn on any Scheduled/Commercial Bank in favour of "Chief Executive Officer, Kota Smart City Limited" payable at Kota. The bidder shall upload scanned copy EMD instrument.
Bid Document Downloaded Start Date & Time	From: 30/10/2017 11:00 AM
Pre-Bid Conference will be held on	07/11/2017 at 03:00 PM Place: - Conference Hall 2 nd Floor, Kota Smart City Limited, Rajeev Gandhi Bhawan, Block-A, Dusshera Maidan, Kota, Rajasthan, 324007
Bid Document Submission Start Date & Time	From 14/11/2017 11:00 AM
Bid Document Submission End Date & Time	Till 20/11/2017 06:00 PM
Submission of original Hard Copy BG/DD/Bankers Pay order, Bid Security, Cost of Bid Document RISL Processing Fee, & other documents, if any, listed in the bid document	Up to 21 /11/2017 Till 03:00 PM
Technical Bid Opening Date & Time	21/11/2017 04:00 PM
Financial Bid Opening Date and Time	Will be intimated later to the technically responsive bidders
Bid Validity	90 days from the bid submission deadline



- 1) Bidders (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD / Banker's Cheques / BG (if applicable) for Bid Document Fees, RISL Processing Fees and Earnest Money should be submitted physically in original at the office of Kota Smart City Limited Kota by time and date mentioned above as prescribed in bid document and should be able to scan copy of same should also be uploaded along with the technical Bid/ cover.
- 2) In addition to above, the following original documents should also be submitted physically in the Kota Smart City Limited Kota office by time and date mentioned above and should be able to scan copies of same should also be uploaded along with the technical Bid/ cover:
 - i. Letter of Technical Bid
 - ii. Power of Attorney for appointing authorized representative
 - iii. Joint Venture Agreement (if applicable)
- 3) Any subsequent addendum/corrigendum shall be published only at the websites <http://sppp.raj.nic.in> & <http://eproc.rajasthan.gov.in> and will not be published in newspapers. In case there is a holiday on the day of opening of bids, activities assigned on that date shall be carried out on the next working day.
- 4) Before electronically submitting the bids, it should be ensured that all the bid documents including conditions of contract are digitally signed by the bidder.
- 5) Department will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 6) All the prospective bidders are encouraged to participate in the pre-bid meeting and it is advised that the work sites are visited and bid documents are studied thoroughly.
- 7) The procuring entity reserves the sole right to should be able to cancel the bid process and reject any or all the Bids without assigning any reason.
- 8) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 9) No conditional bids shall be accepted and such bids shall be summarily rejected forthwith.
- 10) **The provisions of RTPP Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the latter shall prevail.**


Chief Executive Officer
Kota Smart City Limited
Kota, Rajasthan



Section-I

Instruction to Bidder

1.1 Project Objective

A paperless office (e-office) software solution implementation for Kota Smart City and related organizations (Municipal Corporation, CEO/DM office, KSCL & UIT). including 2 years annual maintenance contract.

Go-Live: The software will said to be Go-Live on the date it is successfully installed & Commissioned/Customised and is available to end users for regular use. A Go-Live cum installation completion certificate will be issued by the engineer-in-charge.

DLP/Warranty Period: DLP/Warranty period will commence immediately from the date of Go-Live the software application and will be for period of 12 months.

Annual Maintenance Contract (AMC): AMC period will commence from the completion date of DLP/Warranty period.

1.2 Current Tender Objective

Objective of this tender is to finalize an agency who shall undertake the following

1.2.1 Setting up of Paperless System with KSCL

- a) All departments within KSCL will be communicating with each other and with outside parties online.
- b) They will have a web portal and also a mobile platform to help them achieve this objective.
- c) All note sheets, tender approval process, post-tendering evaluation system, etc. have to be web based processes which will be completely paperless. Any or all documents required in this process will have to be scanned and will be a part of the moving workflow.
- d) All concerned people/employees will be receiving a notification on their mail or on the mobile app for a new request/workflow they would receive.
- e) They can view all the details entered in the workflow by the initiator and also look at the attached documents.
- f) They will then act on the request by adding their comment or by accepting/rejecting the request or by sending it to someone else to act on it.
- g) Similarly, all department processes will be made online one by one with the aim to make it completely paperless organization ASAP.
- h) System should be supported of online approval system. Facility to integrate with digital signatures or something similar this should be available in the system.
- i) System should be able to connect with mail server and SMS gateway, if required.
- j) System should be able to connect with payment gateway for the accounts department process.
- k) System should be able to generate various types of management related reports.
- l) Data back-up should be available.
- m) Original (Source code) has to be handed over to KSCL after completion of tender or when KSCL demand.
- n) Implementation Agency (IA) will have at least one person onsite for quick issue resolution during the implementation phase and also during the 24 months AMC.

1.3 Consortium/Joint Venture

Consortium/Joint Venture is not allowed for this tender.

1.4 Definitions and Interpretations

In this Contract, the following terms shall be interpreted as indicated:

- a) **“Business Day”** means any day that is a working day for offices in the city of Kota, except for some specified and notified holidays.
- b) **“Confidential Information”** means all information (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data,

- trade secrets, design rights, know-how, plans, budgets and personnel of each Party which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);
- c) **“Contract”** or **“Agreement”** are interchangeable terms and shall mean the Agreement entered into between KSCL and the **“IA”** and includes the bid, the Proposal, the Letter of Award together with all attachments and Annexes thereto, all documents incorporated by reference therein and amendments and modifications to the above from time to time.
 - d) **“IA’s Representative”** means the person or the persons appointed by the Implementation Agency (IA) from time to time to act on its behalf for overall co-ordination, supervision and project management.
 - e) **“Document”** means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer generated micro fiche.
 - f) **“Effective Date”** means the date on which this Agreement is signed and executed by the parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date;
 - g) **“Intellectual Property Rights”** means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Agreement and the right to ownership of KSCL;
 - h) **“Kick off Meeting”** means a meeting convened by KSCL to discuss and finalize the work execution plan and procedures with IA.
 - i) The **“IA”** shall have the same meaning as ascribed to such terms in Parties clause of this Agreement and shall deemed to include IA's successors and permitted assigns, as the case may be, unless excluded by the terms of the contract. The word IA when used in the pre-award period shall be synonymous with parties bidding against this bid
 - j) **“IA’s Team”** means the successful IA who has to provide services to KSCL under the scope of this bid / agreement. This definition shall also include any and/or all of the employees of IA, their authorized agents and representatives and approved Sub-Implementation Agencies or other personnel employed or engaged either directly or indirectly by the IA for the purposes of the Contract.
 - k) **“Parties”** means KSCL and the IA and **“Party”** means either of the Parties;
 - l) **“Project”** means coverage of all activities as detailed bid document.
 - m) **“Service”** means facilities/services to be provided as per the requirements/conditions specified in the bid document and the agreement and any other incidental/related services, such as installation, implementation, maintenance, provision of technical assistance and other such obligations of the IA covered under the contract.
 - n) **“Service Specification”** means and include detailed description, technical data, performance characteristics, and standards as applicable and as specified in the Contract as well as those specifications relating to industry standards and codes applicable to the performance of the work, work performance quality and the specifications affecting the works or any additional specification required to be produced by the IA to meet the design criteria.

- o) **“Scope of Work”** means all the goods/services and any other deliverables as required to be provided by the IA as specified in the bid.
- p) **“The Contract Price/Value”** means the price payable to the IA under the Contract for the full and proper performance of its contractual obligations;
- q) **KSCL** and shall include its legal representatives, successors and permitted assignees.
- r) **“KSCL’s Representative”** shall mean the person appointed by KSCL from time to time to act on its behalf at the site for overall coordination, supervision and project management at site.

1.5 Interpretations

In this Contract unless a contrary intention is evident:

- a) The clause headings are for convenient reference only and do not form part of this contract; unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- b) Words denoting the singular include the plural and vice versa and use of any gender includes the other genders.
- c) References to a ‘company’ shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- d) Words denoting a person shall include an individual, corporation, company, body corporate, partnership, or a trust.
- e) A reference to legislation includes legislation repealing, replacing or amending that legislation; unless otherwise specified a reference to a clause number is a reference to all its sub clauses.
- f) Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- g) A reference to the Agreement shall, unless the context otherwise requires, include a reference to its annexure, schedules and every other document forming part of this agreement. If a term of this agreement requires things to be done, undertaken or completed under the agreement, the same, if relevant, shall, unless the context otherwise requires, mean to include such things to be done, undertaken or completed under the relevant schedules, annexure of this agreement.

1.6 Ambiguities

In case of ambiguities or discrepancies within this Master Service Agreement (MSA), the following principles shall apply:

- a) As between two clauses of this MSA, the provisions of a specific clause relevant to the issue under consideration shall prevail over those in a general clause;
- b) As between the provisions of this MSA and the Schedules, the MSA shall prevail, save and except as expressly provided otherwise in the MSA or the schedules.
- c) As between the provisions of bid and any corrigendum issued thereafter, the provisions of the corrigendum shall, to that extent only, prevail over the corresponding earlier provision of the bid.
- d) As between any value written in numerals and that in words, the value in words shall prevail.
- e) As between the provisions of this agreement and the bid and the proposal, this agreement shall prevail.

1.7 Procedure for Bid Submission

1 Complete bidding process will be online (e-tendering): -This is an “on-line tender”. Therefore, tender documents in physical form shall not be available for sale but can be downloaded from the website and payment schedule mentioned in NIB.

- (i) Bid EMD as per NIB
- (ii) Letter of Technical Bid,
- (iii) Power of Attorney and

Note: Procuring entity will conduct the bid evaluation based on documents submitted through online e-tendering portal.

- 2 The following points shall be kept in mind for submission of bids;
- a. Procuring entity shall not accept delivery of bids in any manner other than that specified in this tender document. Bid delivered in any other manner shall be treated as defective, invalid and rejected.
 - b. The bidder is expected to price all the items and services sought in the tender document and proposed in the technical proposal. The bid should be comprehensive and inclusive of all the services to be provided by the bidder as per the scope of work and in accordance with the terms and conditions as set out in the contract.
 - c. Procuring entity may seek clarifications from the bidder on the technical proposal. Any of the clarifications by the bidder on the technical proposal should not have any commercial implications. The Financial Proposal submitted by the bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the bidder on the technical proposal during the evaluation of the technical offer.
 - d. Technical proposal shall not contain any financial information.
 - e. If any bidder does not qualify the pre-qualification criteria stated in section 1.4.5 of this tender document, the technical and financial proposals of the Bidder shall not be opened in the e-tendering system. Similarly, if the bidder does not meet the technical evaluation criteria, the financial proposal of the bidder shall be unopened in the e-tendering system.
 - f. It is required that the all the proposals submitted in response to this tender document should be unconditional in all respects, failing which procuring entity reserves the right to reject the proposal.

1.8 Bid Documents

The bidder is requested to download the bid document from website of Kota Smart City Limited <http://sppp.raj.nic.in> & <http://eproc.rajasthan.gov.in> and read all the terms and conditions mentioned in the bid Document and seek clarification if any from the bid Inviting Authority. The bidder has to keep track of any changes by viewing the Addendum/Corrigenda issued by the bid Inviting Authority from time-to-time in the e-Procurement platform. KSCL shall not be responsible for any claims/issues arising out of this.

1.9 Conflicts of interest

- a) The IA shall hold KSCL's interest's paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own KSCL interests. If during the period of this MSA, a conflict of interest arises for any reasons, the IA shall promptly disclose the same to KSCL.
- b) The IA shall also cause its staff not to engage either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under or pursuant to this MSA.

1.10 Presentation

The successful bidder may be asked to make the presentation on detailed methodology within 7 days of Technical Bid opening at short notice period.

Section-II

Bid Data Sheet

2.1 Amendment of Bid Documents

- a) All the amendments made in the document would be published on the e-procurement portal and shall be part of bid document.
- b) The bidders are advised to visit the e-tendering portal on regular basis to check for necessary updates procuring entity also reserves the right to amend the dates mentioned in this bid document.

2.2 Right to Termination the Process

Procuring entity may terminate the bid document process at any time and without assigning any reason. Procuring entity reserves the right to amend/edit/add/delete any clause of this tender document. This will be informed to all and will become part of the tender document and information for the same would be published on the e-tendering portal.

2.3 Language of Bid

The bids should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at procuring entity's discretion.

2.4 Bid Submission Format

The entire bid shall be submitted strictly as per the format specified in this tender document. Bids with any deviation from the prescribed format are liable for rejection

2.5 Rights to Accept/Reject any or all Bids

KSCL reserves the right to accept or reject this bid, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for KSCL's action. KSCL has right to continue or discontinue of service at any time.

2.6 Modification and Withdraw of Bids

No proposal may be modified / withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the Bidder on the proposal form. In case the Bidder wishes to withdraw the Bid after the date of opening of the bids, the bidder may do so, but the EMD of the Bidder shall be forfeited.

2.7 Notifications of awards and Signing of Contract

Procuring entity shall notify the successful bidder that its bid has been accepted. The successful bidder shall enter into contract agreement with procuring entity within the time frame mentioned in the Letter of Acceptance issued to the successful bidder by procuring entity

2.8 Bid Currencies

Prices shall be quoted in Indian Rupees (INR).

Section-III

Qualification and Evaluation Criteria

3.1 Pre-Qualification Criteria

The proposal failing to meet all of the below pre-qualification eligibility criteria shall be disqualified and will not be considered for technical evaluation process.

S No	Pre-Qualification Criteria	Documents Required
1	A Bidder firm may be proprietary/partnership firm or a company registered under the companies Act 1956/Limited Liability Partnership Act 2008 with their registered office in India. and should have been in operation for at least 3 years as on date of submission of the bid.	Copy of self-attested Certificate along with MoA/Byelaws (or similar) of incorporation / registration.
2	Average turnover per year for the last 3 Financial Years (2014-15, 2015-16 and 2016-17) should not be less than 3 Crores.	Audited Balance Sheets of all the three financial years must be submitted in support. The calculation sheet for annual average turnover shall be certified by a Chartered Accountant and duly Notarized for the FY 2014- 15, 2015-16 and 2016-17.
3	The bidder should have completed at least three (3) projects in software development and its implementation in state/central govt. departments/PSU's during the last 3 Years. Minimum value of each projects such executed should be Rs. 15 Lakhs	The bidder shall submit copies of work orders and completion/ satisfactory performance certificates in support of their experience claims. The certificate will be Issued by not below the rank of Executive Engineer/ General Manager and or order placing authority.
4	The Company/Agency should not have been blacklisted as on the last date of submission of offer by any Government Agency in India or under a declaration of ineligibility for fraudulent or corrupt practices or inefficient / ineffective performance.	Self-attested certificate on a Non-Judicial Stamp Paper of Rs. 100 in this regard as specified in bidding form. (Hard Copy to be Submitted)

3.2 Evaluation Process

- a. A bid evaluation committee (BEC) shall evaluate the responses of the bidders and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- b. The decision of the BEC in the evaluation of responses to the tender document shall be final. No correspondence shall be entertained outside the process of negotiation/ discussion with the committee.

- c. The BEC may ask for meetings with the bidders to seek clarifications on their proposals and may visit bidder's client site to validate the credentials/ citations claimed by the bidder.
- d. The BEC reserves the right to reject any or all proposals on the basis of any deviations.
- e. Each of the responses shall be evaluated as per the criteria and requirements specified in this tender document.
- f. Please note that BEC may seek inputs from their professional, external experts in the bid evaluation process.

3.3 Technical Evaluation Criteria

Proposals of only those applicants who satisfy the conditions of eligibility will only be considered for detailed technical evaluation. In the first stage, the technical capability of the applicant will be evaluated and short listed for consideration of their presentation.

Sl. No.	Criteria	Maximum Marks	Method of allotting marks for technical score
1	Presentation /demonstration	Presentation/Demonstration on the approach of development/maintenance of web enabled project design etc. (As defined at Form 4.6) (Presentation is should comprise of up to 50 slides and should be completed within 15 minutes)	50 Marks
2	Technology Exposure	i) Techno-functional compliance (5 Marks) ii) Adequacy of the proposed solution Approach & Methodology (5 Marks) iii) Application Architecture (5 Marks) iv) Execution Strategy (5 Marks)	20 Marks
3	Project Completion	Proposed file processing solution implemented in State/Central Govt. departments/PSUs 3 projects, each worth 15 lakhs or more = 10 marks 4 projects, each worth 15 lakhs or more = 15 marks >4 projects, each worth >15 lakhs or more = 20 marks (Work order and completion certificates with self-undertaking declaration)	20 Marks
4	No. of Employees	Manpower strength of the organization on regular rolls, 25-50 employees = 5 marks Above 50 employees = 10 marks (List of employees will be submitted duly endorsed by the authorized signatory)	10 Marks

3.4 Financial Evaluation

The financial bids of only those bidders, who have scored at least 70 marks in the technical evaluation process, will be opened. The Financial Bids will be opened, in the presence of Bidders' representatives who choose to attend the Financial Bid opening. The date and time of the Financial Bid opening will be communicated to all the technically qualified Bidders

The bidder with highest qualifying technical score (T1) will be awarded 100% score. Technical Scores for other than T1 bidders will be evaluated using the following formula:

$$\text{Technical Score of a Bidder (Tn)} = \frac{\text{Technical Score of Bidder}}{\text{Technical Score of T1}} \times 100$$

The bidder with lowest qualifying financial bid (L1) will be awarded 100% score. Financial Scores for technically qualified bidders other than L1 bidders will be evaluated using the following formula:

$$\text{Financial Score of a Bidder (Fn)} = \frac{\text{Financial Bid of L1}}{\text{Financial Bid of Bidder}} \times 100$$

- a) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- b) The bid price will include all taxes.
- c) Any unconditional bid would be rejected
- d) Technical and financial scores secured by each bidder will be added using weightage of 80% and 20% respectively to compute a Composite Bid Score.
- e) The bidder securing the highest Composite Bid Score will be the successful Bidder for award of the Project. The overall score will be calculated as follows: -

$$\mathbf{Bn = 0.80* Tn + 0.20* Fn}$$

Where,

Bn = overall score of bidder

Tn = Technical score of the bidder (out of maximum of 100 marks)

Fn = Financial score of the bidder

- f) If the composite bid scores are 'tied' between two, the bidder securing the highest technical score will be considered as the successful Bidder for award of the Project.
- g) Marks will be awarded based on the sufficient proof towards said criteria or based on the demonstration of the same in presentation.

Section-IV

Bidding Form

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4.9 Declaration by The Bidder in Compliance of Section 7 & 11 Of the Rtpa Act.....	
4.10 GST (HSN) Code	

4.1 TECHNICAL PROPOSAL CHECK LIST

In addition to the forms given in this section, a Technical Proposal must necessarily contain the following; otherwise the bid shall be considered incomplete and may lead to non-responsive.:

1. Notice Inviting Bid
2. CA's certificates
3. GST Clearance Certificate,
4. Proof of payment of Bid Security
5. Proof of Cost of bidding document
6. Proof of Bid processing fee as specified.
7. Completion Certificates in specified section in bid document related to works
8. Work orders in specified section in bid document related to works
9. Drawings / designs / technical documents (if required) in support of works to be executed
10. Any modifications or withdrawal.

4.2 Letter of Technical Bid

Technical Bid Submission Sheet

Date: _____

NIB No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.....
- (b) We offer to execute in conformity with the Bidding Document the following Works.....
- (c) Our Bid shall be valid for a period of **90** days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of _____ percent of the Contract Price or Performance Security Declaration, as the case may be, for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the eligible countries;
- (f) We are not participating, as Bidder, in more than one Bid in this bidding process, other than alternative offers, if permitted, in the Bidding Document;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the State Government or the Procuring Entity;
- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- (j) We agree to permit Government of Rajasthan or the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity;
- (k) We have paid, or will pay the following commissions, gratuities, or fees if any, with respect to the bidding process for execution of the Contract:

Name of Recipient	Address	Reason	Amount

- (l) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during this procurement process and execution of the Works as per the Contract;

(m) Other comments, if any:

Name/ address: - _____

In the capacity of: _____

Signed _____

Duly authorised to sign the Bid for and on behalf of: _____

Date: _____

Tel: _____ Fax: _____

E-mail: _____

4.3 Bid Security

(To be issued by a Scheduled Bank in India or other Issuer acceptable to the Procuring Entity)

Form of Bid Security

[insert Bank's Name, and Address of Issuing Branch or Office] Beneficiary: [insert Name and Address of Procuring Entity]

Date: [insert date]

BID GUARANTEE No.: [insert number]

We have been informed that **[insert name of the Bidder]** (hereinafter called "the Bidder") has submitted to you its bid dated **[insert date]** (hereinafter called "the Bid") for the execution of **[insert name of contract]** under Notice Inviting Bids No. **[insert NIB number]** ("the NIB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee. At the request of the Bidder, we **[insert name of Bank]** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of **[insert amount in figures] [insert amount in words]** upon receipt by us of your first demand in writing accompanied by a written statement Bidder stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) Has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) Having been notified of the acceptance of its Bid by the *Procuring Entity* during the period of bid validity,
 - i. Fails or refuses to execute the Contract Form,
 - ii. Fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB"),
- (c) Has not accepted the correction of errors in accordance with the ITB, or
- (d) Has breached a provision of the Code of Integrity specified in ITB; This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) thirty days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid Security for and on behalf of _____

Date _____

Bank's Seal _____

4.4 Bid Securing Declaration Form of Bid-Securing DeclarationDate: ***[insert date (as day, month and year)]***Notice Inviting Bids No.: ***[insert number of bidding process]***To: ***[insert complete name of Procuring Entity]***

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Procuring Entity for the period of time of *[Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the Bid Securing Declaration is to be executed.]* starting on the date that we receive a notification from the **Procuring Entity** that our Bid Securing Declaration is executed, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the *Procuring Entity* during the period of bid validity,
 - i. fail or refuse to execute the Contract Form, if required,
 - ii. fail or refuses to furnish the performance security, in accordance with the Instructions to Bidders)hereinafter "the ITB"),
- (c) have not accepted the correction of errors in accordance with the ITB, or
- (d) have breached a provision of the Code of Integrity specified in ITB;

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Signed: ***[insert signature of person whose name and capacity are shown]***

In the capacity of:

[insert legal capacity of person signing the Bid-Securing Declaration] Name:***[insert complete name of person signing the Bid-Securing Declaration]*** Duly authorized to sign the bid for and on behalf of:***[insert complete name of Bidder]***Dated on day of, ***[insert date of signing]***

Corporate Seal _____

4. 5 Bidder's Information Form**ORGANIZATION DETAIL**

Name of Organization	
Registration Date	
Details of Primary Contact Person	
Name	
Designation	
Office Address	
Telephone and Fax No.	
E-mail	
Registration Type/ Number	
Permanent Account Number	
GST Registration No.	
Name: in the capacity of:	Signed:

Duly authorized to sign the Authorization for and on behalf of:

Date: [Signature] - [Company Seal]

4.6 Power of Attorney

Power of Attorney for Authorized Representative

The firm M/s..... authorize the following Representative to sign and submit the tender document, negotiate terms and conditions for the contract, to sign the contract, to deal with the, to issue and receive correspondence related to all matters of the tender "-----". We / M/s undertake the responsibility due to any act of the representative appointed hear by.

For Partnership/Proprietary Firm's

S. No	Name of the All Partner	Signature of Partner with Seal
1.		
2.		
3.		
4.	Name and Designation of the person Authorized	
5.	Attested Signature of the Authorized Representative	

For Limited Firm's

Name and Designation of the person Authorized	
Firm	
Address	
Telephone No.	
Fax No.	
Telex No.	
Authority By which the Powers is delegated	
Attested Signature of the Authorized Representative	
Name and Designation of person attesting the signatures	

4.7 UNDERTAKING OF BLACKLISTING

Date:

To,

The Chief Executive Officer
Kota Smart City Limited,
Rajeev Gandhi Bhawan, Block-A,
Dussehra Maidan, Kota, Rajasthan, 324007

Sir,

In response to the Tender Reference No:I as an owner/Partner/Director of <<Name of Bidder>>, I/We hereby declare that <<Name of Bidder>>, is having unblemished past record and was not declared ineligible for corrupt and fraudulent practices and/or blacklisted either indefinitely or for a period by any State government/ Central Government / semi government / PSU / Municipal Agencies in India.

Name:

In the capacity of:

Signed:

Duly authorized to sign the Authorization for and on behalf of Date:

[Signature] - [Company Seal]

Presentation / Demonstration

4.8 Methodology & Power Point Presentation:

Please provide the details in the following format for evaluation purposes. Please limit the number of pages to be not more than 50 slides including charts and diagrams.

1. Technical Proposal and Scheme:

- A. Understanding of the Project (5 Marks),
- B. Proposed Solutions (15 Marks),
- C. Implementation Methodology (5 marks),
- D. Detailed Project Schedule (5 Marks),
- E. Team structure & Manpower Positioning (5 Mark),
- F. Training & Capacity Building (5 Marks),
- G. Grievance Redressal Mechanism (5 Marks),
- H. Details of Technology/OEM provider etc. (5 Marks)

PowerPoint Presentation (of not more than 15 minutes duration) shall be made by the Bidders as part of Technical Evaluation in front of Technical Evaluation Committee. The dates of PowerPoint Presentation shall be informed to the Bidders by the CEO, KSCL after the opening of Technical Proposals.

Name: in the capacity of: Signed:

Duly authorized to sign the Authorization for and on behalf of

Date: [Signature] - [Company Seal]

4.9 DECLARATION BY THE BIDDER IN COMPLIANCE OF SECTION 7 & 11 OF THE RTPP ACT

Declaration by the Bidder

In relation to our Bid submitted to [enter designation and address of KSCL/the representative] for procurement of [insert name of the Works] in response to their Notice Inviting Bids No..... Dated we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that;

1. We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by Procuring entity.
2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document.
3. 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 are not the subject of legal proceedings for any of the foregoing reasons.
4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to 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. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition.
6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.

Date:

Signature of Bidder

Place:

Name:

Designation:

Address:

4.10 GST (HSN) CODE (To be filled and submitted along with financial bid)

S. No.as per BoQ	Item as per BoQ	Applicable GST (HSN) code	Present applicable rate of GST (in %)
1.1	Software Solution: Software solution for e-office at Kota Smart City and related organisations, as per technical specifications, with perpetual license for upto 200 users and DLP/Warranty period of one year.		
1.2	Cost for AMC: AMC charges for 2 years		

Section-V

Scope of Work and Specification

5.1 Scope of work

Perpetual up to 200 users license of the software platform to use in the departments (Municipal Corporation, CEO/DM office, UIT and KSCL) with file Management, Inward Management, Security, Work-Flow, Document Capture, Collaboration, Approval, Circular & Dispatch etc. Including hand hold training for users and 12 months DLP/warranty period. After successful completion of DLP/warranty, the AMC period will be for 24 months.

5.2 Technical requirements/specifications

The offered software should features including but not limited to the following (A compliance sheet which is a part of the tender document is to be attached with the technical bid for confirmation of these features): -

5.2.1 Inward Management:

1. The system should provide an integrated scanning solution for inward scanning and capture
2. The capture module should support inward processing, validation, indexing and required image enhancements
3. The proposed system should support attachments, e-mails and image formats like PDF, JPEG, PNG etc.,
4. The system should support bulk import of images and electronic inwards
5. They system should have capability to show thumbnail view of scanned inwards
6. The system should enable segregation of documents based on varied parameters like Barcode
7. The system should enable creation of file/inward
8. A user with proper permission should be allowed to create new Inward on receiving a paper for processing
9. System should have functionality to set alerts and reminders for file movements which can be easily configured
10. The numbering of the Inward should be automatically maintained by the system and the format should be configurable
11. Inwards should support multiple attachments and it can be in the following formats: PDF, MS Office, Open Office Document, Plain text and image
12. Based on the parameters assigned for inward, the system should prompt the user to send it to appropriate seat for processing
13. At any point of time user should also be allowed to apply overriding rules around specific seats and send it to any seat in the office or to outside office, based on the access permission assigned
14. Alerts and reminders should be configurable for easy tracking of activities and inward movements
15. Inwards from one seat to another should be listed in specific folder until the recipient interacts on the Inward for easy tracking at the point of origin.
16. An officer should be allowed to view Inwards that are with seats below in his/her hierarchy and the system should have features enabled for the officer to pull these inwards to his/her seat for further action

17. An officer should not be allowed to view Inwards that are with seats higher in his/her hierarchy and the system should have features enabled for the officer to pull these inwards to his/her seat for further action
18. The system should also ensure that no action is possible on Inwards which are not with the user's seat
19. System should have features for users to add comments to an Inward before forwarding and these comments should be displayed chronologically
20. Duplicating an Inward and forwarding it to a different seat with a new number should be possible
21. The system should also allow the user to circulate an Inward to other seats for sharing their comments
22. System should enable users to create a new File from an Inward or add the Inward to an existing File

5.2.2 File Management:

1. The system should have features to list all received Files for a user should have a default inbox
2. File should provide enough information for the user in the listing itself to identify the subject and the sender of a File for ease of use
3. An officer should be able to view Files of all the seats below his hierarchy and should be allowed to pull the File to his seat and process the file.
4. Users lower in the hierarchy should be allowed to view files which they have forwarded with provision to see the contents till the forwarding time
5. Users with proper privileges should be allowed to view the notes/comments and add their notes
6. A user should have the capability to have multiple seats allotted to an employee. The system should be capable of providing an interface to the user to work with Files in all his/her seats using the same login credentials
7. The system should have features to view Current file and Note File in chronological order in a single screen for easy preparation of further notes.
8. WYSIWYG editor with standard features to prepare the notes should be available.
9. The system should support multiple languages including English and Hindi in UNICODE format
10. Users should be allowed to insert bookmarks in their notes to refer to any page in the Current File or to any Note paragraph and should be able to attach documents to a file at any time
11. Bookmarking to a highlighted portion of a page in the Current File should also be provided
12. Documents in the file should be shown in chronological order and attachments should support PDF, MS WORD, Open Office Document and common image formats
13. Option to forward a file to another user/seat in the same office or to a user in another office if proper privileges are given to the user
14. The system should support automatic routing of files through pre-configured rules

15. Should be able to share a file with multiple users at the same time for notes entry without forwarding the file
16. Facility for exporting a file (in full or in parts) to PDF should be provided
17. Facility to track file including current seat of the file should be provided with a view of all the routes the file has taken
18. An audit log of all activities of a file should be available and visible to all users in the office
19. The owner of the file should be able to close a file and send the file to records for future use.
20. The system should not allow modification on closed files
21. Facility for linking and referencing other files (both live and closed files) to a master file should be possible.
22. Document versioning capability and capability to write version comments
23. The system should handle entire lifecycle of documents through record retention, storage, retrieval and destruction policies
24. The system should have capability to handle movement & tracking of a record among users within office/across locations
25. The system should support annotation features like highlighting, marking text, underlining putting sticky notes on documents, and support for text and image stamps etc.
26. The system should support automatic stamping of annotations with user name, date and time of putting annotations.
27. The system should provide features for securing annotations for identified users
28. Should be able to create form templates through user interface
29. Attach form to a file and process form along with the file
30. The System shall support automatic full text indexing for Text search
31. Extensive search facility to retrieve documents /Files

5.2.3. Drafts & Templates:

1. Facility for supporting various document templates should be provided
2. User with proper privileges should be able to create a new template through a user interface
3. User should be able to create a draft document inside (as being part of) a file using templates
4. Multiple versions (all versions) of the draft should be stored
5. User with proper privilege should be able to view draft and approve
6. Facility to create final (fair copy) document from the approved draft document should be possible
7. Automatic numbering of final documents should be supported
8. User should be able to create a copy of an existing draft and document

5.2.4 Dispatch:

1. Provision to dispatch document/multiple documents to users/multiple user (in same office or in different offices) should be supported
2. An administrator should be able to specify seats in an office that can accept dispatch from other offices

3. Facility to list all dispatches made from an office with capability to filter by file-no, destination office etc.
4. Should support dispatch in different modes – by Post, by email, by online dispatch as an inward.
5. Support for an address book should be available

5.2.5 Search:

1. Google like full text search should be supported on inwards, files, drafts and dispatches
2. Only users with proper privileges should be able to view contents of a file/inward/draft or dispatch from search results
3. Meta data based search on common fields like file no, sender name etc. should be supported

5.2.6 Dashboard, Reports & Notifications:

1. Configurable dashboard for users and seats
2. File tracking, File pendency reports should be supported
3. System should be able to customize and create new reports as per requirement
4. All activities related to an Inward, File and Administration should be logged and shown in a readable format
5. Activity log for all users should be maintained and the report to detail all activities of a user for a selected time period should be provided
6. System should have facility to send notification in different modes – SMS, Email and Online
7. For SMS notification, system should have the facility to configure the SMS gateway settings and send SMS
8. For Email notification, system should have the facility to configure Email server settings
9. System should be able to configure notifications for events like a new File is forwarded, new Dispatch is forwarded, new Inward is created and forwarded etc.

5.2.7 Message, Chat & Discussion Forum:

1. Facility for a messaging system similar to an email system should be provided
2. Standard features of a text editor should be provided in the messaging system
3. The system should have a provision to convert a message thread into an Inward
4. Support for attachments should be provided for messages
5. Folders for Sent Items should be provided for messages
6. Chat facility between the users should be provided
7. Indicate whether user is online or offline for chat
8. Blacklist chat users
9. Turn chat on/off by administrator
10. A discussion forum for conducting discussions

5.2.8 Administration:

1. Master data such as offices, sections, designations, seats and users should be captured to define the organization structure.
2. Access to master data maintenance should be restricted to the Super Administrator or to the Office administrator.

3. System should be capable of assigning Users with proper roles to distinguish normal, administrative and super administrative users. Permissions or access rights for all major functionalities can be configured for each user. Any number of administrators can be configured in the system
4. A notice Board should be provided to Administrators to display general intimations to system users. The duration of the validity of such messages can be set by the Admin
5. The system should support definition of Users, Groups and Roles relation in the system
6. The system shall support multiple levels of access rights
7. The system shall support secure login id and passwords for each user and passwords shall be stored in encrypted format in database
8. Web-based administration module for the management of system
9. The System shall support extensive Reports and audit trails and shall also provide data points and facility to design new reports
10. The system shall support Extensive Audit-trails at user and Folder levels
11. The system shall provide facility to generate Audit trails on separate actions, and between specific date/times
12. The System shall have audit trail to maintain history of all transactions performed on the system

5.2.9 Non-Functional Requirement:

1. The proposed product should be built on Open technology stack
2. Multi-tier web-based application with centralized database, web and application server with support for clustering
3. All attachments and documents should be stored in encrypted format
4. Should have facility to export all files in PDF format and keep a local copy from time to time
5. Should keep the data available for download for a period of 6 months after termination/expiry of the contract
6. Should support digital signature for login and for signing content
7. Application should run in HTTPS mode
8. A well-defined password policy should be implemented.
9. Extensive audit trail and logs should be kept and made available when needed

5.3 Major Key Features & Benefits: -

- a) KSCL DAK Management System comprises
- b) Outcome of e-filing
- c) RTI/Grievance Management
- d) Architecture & Scalability
- e) Annotations
- f) Indexing
- g) Search and Retrieval
- h) Security & User Management
- i) Administration
- j) Reports and Audit Trails Features
- k) Reminders and Alarms
- l) Integration and Web Services

- m) Document Scanning Features with mobile also
- n) Business progress management system (work flow engine)
- o) Inward / Letter digitization & management
- p) Notes, Chits, Remarks for collaboration
- q) File reference and bookmarking
- r) Draft creation from standard templates
- s) Workflow based approvals for drafts
- t) Dispatch as Letter, Email, Message or Post
- u) Internal message, notifications, reminders
- v) Advanced search
- w) MIS Reports
- x) Faster Decision Making & Operational Efficiency
- y) Employee Collaboration – Digital Community
- z) Increased Productivity – Track, Measure & improve
- aa) Eco Friendly – Green & Paper Less
- ab) User friendly- Anytime & Anywhere access
- ac) Security – Role –based access

5.4 Hand Hold Training

The successful bidder shall provide hand hold training to the concerned staff to help them become capable of using computer for operating & using the e-office software.

- a) Training period will start immediately after successful installation of the software i.e date of Go-Live of the software.
- b) The period of the training tenure will be 3 months only
- c) Provide proper hand holding support to client as and when needed by client during training tenure.
- d) Operation manual for the entire system with FAQ and general troubleshooting guide will be provided to all trainees.
- e) The training shall be hands on and in group as required with the help of computers and software developed.
- f) The Training should include presentation/discussion on the topics by subject experts.
- g) Re-training of unsuccessful training shall be conducted.
- h) Dedicated experience manpower should be available during training period.
- i) After the completion of 3 months initial training, the successful bidder shall also arrange two (2) numbers of refresher training session every three (3) months (quarterly) as per the requirements of representative of the procuring entity during the balance nine (9) months of DLP/warranty period.

5.5 Annual Maintenance Contract (AMC)

- a) The AMC will start immediately after successful completion of DLP/Warranty period.
- b) The tenure of AMC will be 24 months
- c) The successful bidder will provide help desk services, which will serve as a Single Point of Contact (SPOC) for all service requests.
- d) Availability of trained person (for rectification, troubleshooting, etc.) during entire AMC period.

5.6. Techno- Functional Compliance (To be filled and submitted along with Technical Bid)

Bidders should mark the feature wise compliance of the proposed file flow system based on the following requirements:

Functionalities/Features	Compliance (Mark Yes/No)
Inward Management	
The system should provide an integrated scanning solution for inward scanning and capture	
The capture module should support inward processing, validation, indexing and required image enhancements	
The proposed system should support attachments, e-mails and image formats like PDF, JPEG, PNG etc.,	
The system should support bulk import of images and electronic inwards	
They system should have capability to show thumbnail view of scanned inwards	
The system should enable segregation of documents based on varied parameters like Barcode	
The system should enable creation of file/inward	
A user with proper permission should be allowed to create new Inward on receiving a paper for processing	
System should have functionality to set alerts and reminders for file movements which can be easily configured	
The numbering of the Inward should be automatically maintained by the system and the format should be configurable	
Inwards should support multiple attachments and it can be in the following formats: PDF, MS Office, Open Office Document, Plain text and image	
Based on the parameters assigned for inward, the system should prompt the user to send it to appropriate seat for processing	
At any point of time user should also be allowed to apply overriding rules around specific seats and send it to any seat in the office or to outside office, based on the access permission assigned	
Alerts and reminders should be configurable for easy tracking of activities and inward movements	
Inwards from one seat to another should be listed in specific folder until the recipient interacts on the Inward for easy tracking at the point of origin.	
An officer should not be allowed to view Inwards that are with seats higher in his/her hierarchy and the system should have	

features enabled for the officer to pull these inwards to his/her seat for further action	
An officer should be allowed to view Inwards that are with seats below in his/her hierarchy and the system should have features enabled for the officer to pull these inwards to his/her seat for further action	
The system should also ensure that no action is possible on Inwards which are not with the user's seat	
System should have features for users to add comments to an Inward before forwarding and these comments should be displayed chronologically	
Duplicating an Inward and forwarding it to a different seat with a new number should be possible	
The system should also allow the user to circulate an Inward to other seats for sharing their comments	
System should enable users to create a new File from an Inward or add the Inward to an existing File	
File Management	
The system should have features to list all received Files for a user should have a default inbox	
File should provide enough information for the user in the listing itself to identify the subject and the sender of a File for ease of use	
An officer should be able to view Files of all the seats below his hierarchy and should be allowed to pull the File to his seat and process the file.	
Users lower in the hierarchy should be allowed to view files which they have forwarded with provision to see the contents till the forwarding time	
Users with proper privileges should be allowed to view the notes/comments and add their notes	
A user should have the capability to have multiple seats allotted to an employee. The system should be capable of providing an interface to the user to work with Files in all his/her seats using the same login credentials	
The system should have features to view Current file and Note File in chronological order in a single screen for easy preparation of further notes.	
WYSIWYG editor with standard features to prepare the notes should be available.	
The system should support multiple languages including English and Hindi in UNICODE format	

Users should be allowed to insert bookmarks in their notes to refer to any page in the Current File or to any Note paragraph and should be able to attach documents to a file at any time	
Bookmarking to a highlighted portion of a page in the Current File should also be provided	
Documents in the file should be shown in chronological order and attachments should support PDF, MS WORD, Open Office Document and common image formats	
Option to forward a file to another user/seat in the same office or to a user in another office if proper privileges are given to the user	
The system should support automatic routing of files through pre-configured rules	
Should be able to share a file with multiple users at the same time for notes entry without forwarding the file	
Facility for exporting a file (in full or in parts) to PDF should be provided	
Facility to track file including current seat of the file should be provided with a view of all the routes the file has taken	
An audit log of all activities of a file should be available and visible to all users in the office	
The owner of the file should be able to close a file and send the file to records for future use.	
The system should not allow modification on closed files	
Facility for linking and referencing other files (both live and closed files) to a master file should be possible.	
Document versioning capability and capability to write version comments	
The system should handle entire lifecycle of documents through record retention, storage, retrieval and destruction policies	
The system should have capability to handle movement & tracking of a record among users within office/across locations	
The system should support annotation features like highlighting, marking text, underlining putting sticky notes on documents, and support for text and image stamps etc.	
The system should support automatic stamping of annotations with user name, date and time of putting annotations.	
The system should provide features for securing annotations for identified users	
Should be able to create form templates through user interface	
Attach form to a file and process form along with the file	
The System shall support automatic full text indexing for Text search	

Extensive search facility to retrieve documents /Files	
Drafts & Templates	
Facility for supporting various document templates should be provided	
User with proper privileges should be able to create a new template through a user interface	
User should be able to create a draft document inside (as being part of) a file using templates	
Multiple versions (all versions) of the draft should be stored	
User with proper privilege should be able to view draft and approve	
Facility to create final (fair copy) document from the approved draft document should be possible	
Automatic numbering of final documents should be supported	
User should be able to create a copy of an existing draft and document	
Despatch	
Provision to despatch document/multiple documents to users/multiple users (in same office or in different offices) should be supported	
An administrator should be able to specify seats in an office that can accept despatch from other offices	
Facility to list all despatches made from an office with capability to filter by file-no, destination office etc.	
Should support despatch in different modes – by Post, by email, by online despatch as an inward.	
Support for an address book should be available	
Search	
Google like full text search should be supported on inwards, files, drafts and despatches	
Only users with proper privileges should be able to view contents of a file/inward/draft or despatch from search results	
Meta data based search on common fields like file no, sender name etc. should be supported	
Dashboard, reports & notifications	
Configurable dashboard for users and seats	
File tracking, File pendency reports should be supported	
System should be able to customize and create new reports as per requirement	
All activities related to an Inward, File and Administration should be logged and shown in a readable format	

Activity log for all users should be maintained and the report to detail all activities of a user for a selected time period should be provided	
System should have facility to send notification in different modes – SMS, Email and Online	
For SMS notification, system should have the facility to configure the SMS gateway settings and send SMS	
For Email notification, system should have the facility to configure Email server settings	
System should be able to configure notifications for events like a new File is forwarded, new Despatch is forwarded, new Inward is created and forwarded etc.	
Message, Chat & Discussion Forum	
Facility for a messaging system similar to an email system should be provided	
Standard features of a text editor should be provided in the messaging system	
The system should have a provision to convert a message thread into an Inward	
Support for attachments should be provided for messages	
Folders for Sent Items should be provided for messages	
Chat facility between the users should be provided	
Indicate whether user is online or offline for chat	
Blacklist chat users	
Turn chat on/off by administrator	
A discussion forum for conducting discussions	
Administration	
Master data such as offices, sections, designations, seats and users should be captured to define the organization structure.	
Access to master data maintenance should be restricted to the Super Administrator or to the Office administrator.	
System should be capable of assigning Users with proper roles to distinguish normal, administrative and super administrative users. Permissions or access rights for all major functionalities can be configured for each user. Any number of administrators can be configured in the system	
A notice Board should be provided to Administrators to display general intimations to system users. The duration of the validity of such messages can be set by the Admin	
The system should support definition of Users, Groups and Roles relation in the system	

The system shall support multiple levels of access rights	
The system shall support secure login id and passwords for each user and passwords shall be stored in encrypted format in database	
Web-based administration module for the management of system	
The System shall support extensive Reports and audit trails and shall also provide data points and facility to design new reports	
The system shall support Extensive Audit-trails at user and Folder levels	
The system shall provide facility to generate Audit trails on separate actions, and between specific date/times	
The System shall have audit trail to maintain history of all transactions performed on the system	
Non-Functional Requirement	
The proposed product should be built on Open technology stack	
Multi-tier web-based application with centralized database, web and application server with support for clustering	
All attachments and documents should be stored in encrypted format	
Should have facility to export all files in PDF format and keep a local copy from time to time	
Should keep the data available for download for a period of 6 months after termination/expiry of the contract	
Should support digital signature for login and for signing content	
Application should run in HTTPS mode	
A well-defined password policy should be implemented.	
Extensive audit trail and logs should be kept and made available when needed	

Section-VI-A

General Conditions Contract (GCC)

6.1 Acceptance of Tender

The Procuring Entity, i.e. the Chief Executive Officer, KSCL, Kota, is not bound to accept the lowest tender or any other tender or assign any reason for the rejection of the tender. The Procuring Entity also reserves the right to either to call for fresh tender or accept either the whole or a part of tender or to place order for any increased or decreased work on the basis of prices quoted.

6.2 Contract Documents and Agreement:

a) The order placed under this specification shall be governed by the terms and conditions as incorporated in this section of the specification and as given in the work order. The terms and conditions specified in this section, if differ from the terms as indicated in the work order the later shall prevail. The contract shall for all purpose be constructed according to the laws of India and subject to Jurisdiction of Kota Courts only. For the fulfillments of the contract the contractor shall execute an agreement in the prescribed form to be obtained from the Procuring Entity on non-judicial stamp paper as per stamp Duty made applicable by Government of Rajasthan. Such agreement shall be executed and signed by the competent authority of the contractor on each page thereof. Such complete agreement form along with the contract Document shall be required to be returned to the Procuring Entity within a period of 15 days from the receipt of order. One copy of executed agreement duly signed by the Procuring Entity shall be sent to the contractor for his reference. The contract document shall include the following.

- 1) Contract Agreement.
- 2) LOA / Purchase Order / Work Order and its annexure.
- 3) General Conditions of Contract
- 4) Technical Specifications and Scope of work.

b) The charges in respect of the contract shall be borne by the successful bidder.

6.3 Construction of Contract:

The contract shall in all respect be deemed to be and shall be constructed and shall operate as per Indian Contracts Act, 1972 and all payment hereunder shall be made in rupees unless otherwise specified.

6.4 Acceptance of Order:

The acceptance of the order shall be conveyed to the Procuring Entity within 7 days of the receipt of order failing which it will be presumed that terms and conditions incorporated in the order have been accepted by the contractor.

6.5 Correspondence:

All correspondence pertaining to the work order in respect of any clarification required in the terms and conditions contract documents, scope of work etc. should be addressed to the Superintending Engineer, KSCL, Kota.

6.6 Engineer-In-Charge for the Works:

The work shall be carried out under the supervision of the concerned Engineer-in-charge, KSCL, KOTA, as shall be specified in the work order or as authorized by the Chief Executive Officer, KSCL, Kota.

6.7 Change of Name of Bidder / Contractor

At any stage after tendering the Procuring Entity shall deal with Contractor only in the name and at the address under which he has submitted the tender. All the liabilities / responsibilities for due execution of the contract shall be that of contractor. Under no circumstances he shall be relieved of any obligations under the contract. The Procuring Entity may however at his discretion deal with the agent / Representatives / sister concerns and such dealing shall not absolve the contractor(s) from his responsibilities / obligations / liabilities of the KSCL under the contract. Any change/alteration of name/constitution/organization of the contractor

shall be duly notified to the Procuring Entity and Procuring Entity reserves the right to determine the contract in case of such notification. In the event of such determination, the KSCL may get the portion work or whole piece of work not executed by the contractor, in time or done in violation of the contract, from elsewhere at the risk and cost of contractor.

6.8 Sub-Letting:

The contractor shall not, without consent in writing of the Procuring Entity, assign or sublet this contract or any substantial part thereof or entrust therein or benefit or advantage whatsoever other than for raw material for minor details or for any part or the works for which the makes are named in the contract provided that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

6.9 Performance Bank Guarantee:

The successful bidder shall be required to furnish the PBG in prescribed Performa from any scheduled bank in India towards this performance, directly confirmed by the issuing bank, for an amount and period as mentioned in bid document. The bank guarantee should be revocable at a bank at Kota, Rajasthan.

- a) Within fifteen (15) working days from the date of issuance of LOA, the successful bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) or an amount equivalent to **5%** of contract value to procuring entity.
- b) The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in prescribed format, payable on demand, for the due performance and fulfillment of the contract by the bidder.
- c) All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the successful bidder.
- d) The PBG shall be valid till satisfactory completion of AMC period post implementation support. The PBG may be discharged/returned by procuring entity upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract.
- e) In case the project is extended after the project schedule as mentioned in the tender document, the PBG shall be accordingly extended by the successful Bidder till the extended period.
- f) In the event of the bidder being unable to service the contract for whatever reason procuring entity would invoke the PBG. Not with standing and without prejudice to any rights what so ever of procuring entity under the contract in the matter, the proceeds of the PBG shall be payable to procuring entity as compensation for any loss resulting from the bidder's failure to complete its obligations under the contract. Procuring entity shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.
- g) Procuring entity shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to in advertence, error, collusion, misconstruction or misstatement.
- h) On satisfactory performance and completion of the order in all respects and duly certified to this effect by procuring entity, contract completion certificate shall be issued and the PBG would be returned to the successful bidder.
- i) The performance bank guarantee shall be valid up to 2 months from the date of completion of the CAMC

6.10 Prices & Taxes:

- a) The prices quoted shall remain fixed and firm. If a bidder reduces his prices suo moto after opening of tender or negotiated bid (if any) his offer shall stand cancelled automatically, his earnest money shall be forfeited and action for debarring him from further business with the Department shall be taken.
- b) It is to clarify that if the tendering firm makes any reduction of rates suo moto against this contract, other than on reasons for statutory variation or other valid reasons during the currency of contract period, it is likely to be debarred for future business in the department for specific period.

6.11 Variations in Taxes & Duties:

a) Within contractual completion period

Any upward or downward variation in the effective rates of existing taxes/duties or change in financial liability due to introduction of new taxes/duties or abolition of existing taxes/duties within stipulated completion period shall be to KSCL, Kota's account and all taxes/duties shall be paid at actual, if quoted extra. However, supplier shall have to furnish supporting document(s) in the form of Gazette Notification for approval of the purchaser before claiming any upward variation.

b) After expiry of contractual completion period

Any additional financial liability due to increase in rates of existing taxes/duties and introduction of new taxes and duties arising consequent upon failure of the supplier to adhere to the stipulated delivery schedule shall have to be borne by the supplier. However, any reduction in financial liability due to abolition of existing taxes/ duties or revision in the effective rate of taxes/duties after expiry of stipulated completion period shall be passed on to KSCL, Kota.

6.12 Mode of Payment:

The Contractor will submit invoice/bill in triplicate to the Engineer-in-charge.

6.13 Payment Terms & Breakup:

- a) The payment for the material/equipment on order shall be made as under only after execution of contract documents and furnishing the security deposit & PBG as per relevant clauses.
- b) Payments shall be made in accordance with the payment schedule mentioned in Special Conditions of Contract.
- c) Bank Commission Charges if any shall be borne by the supplier.

6.14 Tax Deductions:

The tax deduction and other statutory deductions at applicable rates from time to time will be made from the running bills of the contractor by the KSCL, Kota

6.15 Withholding of Payment:

KSCL may withhold the whole or part of any payment for work claimed by the contractor, which in the opinion of the Procuring Entity is necessary to protect himself from loss on account of

- a) Defective work not remedied or guarantees not met.
- b) Claim filed against the contractor.
- c) Failure of the contractor to make due payment for material or labor employed by him.
- d) Damage to another contractor's / Kota City's property.
- e) Insufficient / unsatisfactory progress.

When grounds for withholding payment are removed, to the satisfaction of Engineer in-charge payment of the amount due to the contractor shall be made by KSCL

6.16 Completion:

- a) The completion period shall be as mentioned in the Special Conditions of Contract.

- b) The purchaser also reserves the right to defer the period as indicated in the detailed order during currency of the contract without any compensation. The period for which the completion of work has been so deferred shall not be reckoned as delay in delivery.

6.17 Final Testing and Certification:

The Project shall be governed by the mechanism of final acceptance testing and certification to be put into place by KSCL, guided by the following principles:

- a) KSCL reserves the right to nominate a technically competent agency ("Project Management Agency") for conducting final acceptance testing and certification.
- b) Such agency will lay down a set of guidelines following internationally accepted norms and standards for testing and certification for all aspects of project development and implementation covering software, the processes relating to the design of solution architecture, design of systems and sub- systems, coding, testing, business process description, documentation, version control, change management, security, service oriented architecture, performance in relation to compliance, interoperability, scalability, availability and compliance with all the technical and functional requirements of this agreement and the tender document.

6.18 Delay in Delivery:

- a) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of the firm order from the Procuring entity
- b) **Liquidated damages:** In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of stores with the bidder has failed to supply: -
- | | |
|---|------|
| 1. Delay up to one fourth period of the prescribed delivery period | 2 ½% |
| 2. Delay exceeding one fourth but not exceeding half of the prescribed period | 5% |
| 3. Delay exceeding half but not exceeding three fourth of the prescribed period | 7 ½% |
| 4. Delay exceeding three fourth of the prescribed period. | 10% |
- c) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- d) The maximum amount of liquidated damages shall be 10%
- e) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- f) 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 the tender.

6.19 Insurance:

Insurance of Equipment and Material to be Erected:

The Contractor shall take an overall Insurance cover for all equipment and materials issued to him for erection against loss or damage during storage, installation, testing and commissioning of the plant. Such insurance shall remain valid till the plant and equipment are taken over by the Owner and shall cover the third-party risk.

The Contractor shall report to the Owner immediately any loss or damage, which is detected during the course of storage, installation, testing and commissioning of the equipment and materials and shall settle the claim with his insurance company.

The Contractor shall, however, have to make good the loss or damage at his own cost.

Insurance of Workmen:

It is the sole responsibility of the contractor to get his workmen insured under workman compensation Act. & Rules, while at work, as required by relevant rules and workmen compensation and pay compensation, as per act and provision/rules made there under.

6.20 Regarding Personnel of Contractor:

- a) The Engineer-in-charge shall be at liberty to object to the supervisor or any person employed by the contractor in the execution of the work who commits misconduct or be incompetent, or negligent and the contractor shall remove/replace the person so objected by Engineer-in-charge or on receipt of notice in writing requiring him to do so and shall provide in his place competent supervisor/person at the contractor's expenses for the work.
- b) Contractor/his representative/Supervisor shall abide by all general rules and regulations in force on the site and to any special conditions imposed by the local administration. The general discipline shall be maintained.

6.21 Contractors Responsibility:

- a) Supervision and control of the work/ job will be contractor's responsibility during entire period of contract.
- b) Contractor shall be solely responsible to obtain and abide by all necessary licenses/permissions from the concerned authorities as provided under the various Labor laws, legislations including Labor licenses from the competent authority under the Contract Labor (Regulation and Abolition) Act.1970
- c) Supervision, control and regulation of condition of the workmen engaged by the contractor shall be his responsibility and KSCL will have no direct connection with the workers of the contractor.
- d) The work / job shall be executed exclusively in accordance with details, instructions as specified by the Engineer-In charge.
- e) Contractor shall be bound to discharge obligation as provided under various statutory enactments including Payment of Wages Act. 1936, Minimum Wage Act. 1948, Employee Liability Act 1938, Workmen Compensation Act 1923, Industrial Dispute Act 1947, Contract Labor (Regulation and Abolition) Act 1970, Factory Act 1948, ESI act. 1948, PF Act, CPF rules or any modification thereof or any other law relating thereto and rules made there under from time to time.
- f) The contractor will maintain all the records and registers as per act and make them available for verification / inspection as required by the act.
- g) On failure of the contractor in complying with any of the above directions, the KSCL may at its discretion either cancel the contract or impose such penalty as deemed fit which may be recovered from the security deposit or other claims payable to the contractor against this contract or any other payment due to him and or may take legal recourse for such recovery.
- h) Contractors should ensure that no permanent liability is created on the KSCL. All liabilities relating to his persons shall be contractor's liability.

6.22 Medical Supervision & Care:

The contractor shall be fully responsible for providing safety equipment's, emergency medical treatment to his employees. Necessary arrangement for this purpose shall be made by the contractor.

6.23 Safety Devices:

The contractor shall provide all the required safety appliances to the workers/ staff as may be warranted for the safety of the workers during the course of the work. Safety devices like safety belt, safety helmet, ear protector, welding glass, welding gloves, asbestos gloves etc shall be kept at site for use by workers.

6.24 Liability for Damages:

- a) If due to contractor negligence and/or non-observance of safety or other precautions, any accident/injury occurs to any other person/public the contractor shall have to pay necessary compensation & expenses, if so decided by the statutory authorities under Labor Laws and / or rules made there in force from time to time.
- b) If due to contractor carelessness, negligence of non-observance of safety precaution damage to the owner's property and personals should occur, the same will be recovered from the running bills of the contractor and / or from his security deposit.

6.25 Contractors Responsibility Towards Theft:

The contractor will be responsible in case he / they or their workmen are found committing theft. The FIR will be lodged with police against the delinquent(s) & concerned contractor & penalty of Rs. 1000/- (Rs. One Thousand Only) will be recovered in each case as a token penalty. However, in case of occurring more than three such incidents, such contractor will be black listed and no contract will be awarded to him for a further period of three years & all the existing contracts will be liable to be cancelled.

6.26 Disposal of Waste Material:

The contractor shall not leave any waste material at the site of work on completion of the job. The waste material should be removed and disposed to a place to be indicated by the Engineer in charge. The contractor's bills shall not be verified unless the work site has been completely cleared off all the waste material / debris.

6.27 Indemnity:

In the event of any claim or demand being made or action being brought against the purchaser for infringement or alleged infringement of latter's patent in respect of any machine, plant, work or thing used or supplied by the contractor / supplier under this contract or in respect any method of using or working by the purchaser of such machine, plant, works or thing the bidder will indemnify the purchaser against such claim or demand and all cost and expenses arising from or incurred by reasons of such claim or demand provided that the purchaser shall notify the bidder within reasonable time any claim is made and that the contractor shall if he so desires, with the assistance of the purchaser if required, by the bidders own expense to conduct all negotiations for the settlement of the same or any litigation that may arise there from and provided that no such machine, plant work or thing shall be used by the purchaser for any purpose or in any manner other than that for which they have been supplied by the bidder and specified under this contract.

6.28 Termination of Contract:

- a) Kota Smart City Limited (KSCL) reserves the right to cancel the contract at any moment without assigning any reason. If the bidder fails to carry out satisfactory work under this contract, KSCL may, at its discretion get the work done by another party or parties at the bidder's risk and cost, without prejudice to the KSCL's rights, under the terms & conditions of this contract and any extra expenditure involved in this regard, shall be recovered from the bidder.
- b) The Contractor shall be required to deposit the amount of recoveries finalized within a period of 30 days of receipt of intimation falling which the dues shall be recovered from the financial hold of the supplier available with KSCL.

6.29 Dispute and Jurisdiction:

Disputes are germane to any contract. A 'dispute' implies an assertion of a right or a claim by one party and repudiation thereof by the other party, either expressed or implied, and may be by words or by conduct. A mere 'difference' is not necessarily a dispute; when the parties fail to resolve it, the difference culminates in dispute.

- a) In case of any dispute, the decision of the District Magistrate, Kota will be final and binding on both parties.

- b) The Contract shall be governed by the law of India for the time being in force and be to the court jurisdiction at Kota (Rajasthan), India. All dispute(s)/difference(s) question(s) what so which may arise between purchaser and supplier upon in relation or in connection with the contract shall also be deemed to have arisen at Kota, Rajasthan.

6.30 Force Majeure Conditions:

If at any time during currency of the contract, the performance in whole or in part be prevented or delayed by reason of any war hostility, act of public enemy, Civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restrictions, strokes, lock out or act of God there after referred to as 'Events' provided the production, dispatch having suffered on account of these events, and provided that further notice to the effect is given within 21 days from the date of occurrence thereof, the provisions stipulated in clause for delay in delivery shall not be invoked by the purchaser provided further the delivers under the contract shall be resumed as soon as practicable after such event(s) has ceased to exist. The decision of the KSCL as to whether the delivery has been so resumed or not shall be final and conclusive. Provided further, that in case, the strike/lock out prolongs beyond a period of thirty (30 days) days, the supplier shall immediately inform about it to the purchaser in which case the purchaser reserves the right to procure the material on order or part thereof from any other source at the risk and cost of supplier.

Section-VI-B

Special Conditions Contract (SCC)

Special Conditions of Contract (SCC)

6.6 Engineer-In-Charge for the Works:

The work shall be carried out under the supervision of the concerned Engineer-in-charge, KSCL, KOTA, as shall be specified in the work order or as authorized by the Procuring Entity.

Designated Officers:

- (a) Designated Officer for issue of completion certificate for completion of SITC shall be Executive Engineer (Electrical), KSCL, Kota or as nominated by the Procuring Entity
- (b) Designated Officer for issue of performance certificate for CAMC will be Executive Engineer (Electrical), KSCL, Kota or as nominated by the Procuring Entity.

6.8 Sub-Letting:

Sub-Letting is not allowed for this contract.

6.10 Prices & Taxes:

The rate quoted should be inclusive of packing & forwarding, transportation, insurance, loading & unloading charge and any other statutory duties/levies FOR site but excluding GST. The present GST amount should be quoted by the bidder, and also GST code list (HSN code) to be submitted (As detailed at Form 4.10)

6.13 Payment Terms & Breakup:

Sl. No.	Milestone Description	% payment
1.	Software Go-Live	70% amount of the software solution as per item 1.1 of BoQ along with 100% taxes (GST) payable will be made immediately after software Go-Live.
2.	After 30 days of system Go-live and running successfully	10% amount of the software solution as per item 1.1 of BoQ
3.	After successful completion of training period 3 months.	20% amount of the software solution as per item 1.1 of BoQ
4.	Completion of each year of AMC period	Annual bill for AMC as per item 1.2 of BoQ, along with 100% taxes (GST) payable will be made. That is two (2) equal segments within 24 months

Note-1:

- a) Separate bill/invoices shall be raised for software solution (as per item 1.1 of BoQ) and AMC portion (as per item 1.2 of BoQ).
- b) SITC wherever mentioned will mean "Supply, Installation, Testing & Customization of e-office software.

6.16 Completion:

The complete work i.e. the supply, installation, testing & customization will be completed within a period of 3 months from the date of issue of Letter of Acceptance / Award of Contract.

6.19 Insurance:

The Insurance clause is deleted.

6.23 Safety Devices:

The Safety Devices clause is deleted.

Section-VI-C

Contract Form

1. Letter of Acceptance

Letter of Acceptance

[on letterhead paper of the Procuring Entity]

No.

Dated

To: *[name and address of the Contractor]*

Subject: *[Notification of Award for the Works]*

This is to notify you that your Bid dated **[date]** for execution of the
[name of the contract and identification number, as given in the Contract Data] . . .
 for the Accepted Contract Amount of the equivalent of **[. amount in
 numbers and words and name of currency]**, as corrected and modified in
 negotiations and in accordance with the Instructions to Bidders has been accepted by
[designation of the Procuring Entity] The date of commencement and
 completion of the Works shall be:

.....

You are requested to furnish the Performance Security/ Performance Security Declaration within Days in the form given in the Contract Forms for the same for an amount equivalent to Rupees within days of notification of the award valid up to 60 days after the date of expiry of Defects Liability Period and AMC period, if applicable, and sign the Contract, failing which action as stated in sub-section 2 of section 42 of the Rajasthan Transparency in Public Procurement Act, 2012 and Instructions to Bidders shall be taken.

Authorized Signature:

Name and Title of Signatory: Chief Executive Officer, KSCL, Kota.

Designation:

2. Master Service Agreement (MSA)

Format of the contract to be entered between successful bidder and Kota Smart City Limited is given below:

This CONTRACT is made and entered into on this day of by and between Kota Smart City Limited, (hereinafter referred to as “KSCL” which expression shall include its successors, and assignees) on the one part and M/s, company registered under the companies Act with its Registered office at

.....(hereinafter after referred to as “Implementation Agency”/ “IA” which expression shall include its successors and permitted assignees) on the other part.

Each of the parties mentioned above are collectively referred to as the “Parties” and individually as “Party”.

WHEREAS:

- i. KSCL had invited bids vide its BID No. (hereinafter referred to as ‘BID’, which term shall include all corrigendum, addendums, modifications issued with reference to the BID) for appointment of an agency for setting up a designing, implementing and maintaining a paperless system in KSCL;
- ii. The IA has submitted its proposal dated..... (hereinafter referred to as “Proposal”) for Design, Implement and Management of Paperless System in KSCL.
- iii. IA in its Proposal has represented that it has the necessary capabilities to carry out the required solution as per the scope of work defined in the BID and in accordance with the clarifications issued by KSCL in relation to the implementation of the scope of work.
- iv. KSCL has accepted the Proposal of the IA and has issued a Letter of Award / Notification of Award notifying the IA of its selection as a successful bidder vide its letter Dated.....

3 Performance Security

..... *[Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: *[Name and Address of Procuring Entity (Chief Executive Officer, Kota Smart City Limited, Kota)]*

Date: **Performance Guarantee No.:**

..... We have been informed that . . .

[name of the Contractor] . . .)hereinafter called "the Contractor"(has entered into Contract No. *[reference number of the Contract]* dated with you, for the execution of *[name of contract and brief description of Works]*)hereinafter called "the Contract"(. . . .)

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we *[name of the Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rupees* *[amount in figures]*)Rupees..... *[amount in words]*) such sum being payable upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation)s(under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

The Guarantor agrees to extend this guarantee for a specified period in response to the Procuring Entity's written request for such extension for that specified period, provided that such request is presented to the Guarantor before the expiry of the guarantee.

This guarantee shall expire, no later than the Day of , **, and any demand for payment under it must be received by us at this office on or before that date.

Seal of Bank and Authorised Signature(s)

* **The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract**

** **Insert the date sixty days after the expected completion date, including defect liability period and maintenance period, if any.**

Notes:

1. All italicized text is for guidance on how to prepare this advance payment guarantee and shall be deleted from the final document.
2. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

4. Performance Security Declaration

Date: _____]*insert date (as day, month and year)*]

Contract Name and No.: _____]*insert name and number of Contract*]

To: _____]*insert Designation and complete address of Procuring Entity*]

We, the undersigned, declare that:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfilment of our all performance obligations under the Contract for _____]*insert name of subject matter of procurement*].

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of 39 months]*Procuring Entity to indicate here the period of time for which the Procuring Entity will declare Bidder in eligible to be awarded a Contract if the performance Security Declaration is to be executed*] starting on the date that we receive a notification from you, the]*Designation of the Procuring Entity*] that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract,

We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signed: _____

] *insert signature of person whose name and capacity are shown*]

In the capacity of: _____

] *insert legal capacity of person signing the Performance Security Declaration*]

Name: _____

] *insert complete name of person signing the Declaration*]

Duly authorized to sign the Contract for and on behalf of: _____

] *insert complete name and address of the Bidder*]

Dated on _____ day of _____, _____]*insert date of signing*]

Corporate Seal _____

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

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. The 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 Tenderer with seal

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 procuring 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 receiver shop, 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: signature of bidder

Place: Name

Designation:

Address:

Signature of Tenderer With seal

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 procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall governs 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:

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 50% 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.

Signature of Tenderer With seal

Section-VII

Bill of Quantity (BoQ)

BoQ of e-office

Supply, Installation, Testing & Customization of e-office Software solution for Kota Smart City and related organizations.

Sr. No.	Particulars	QTY	Unit
1.1	Software Solution: Software solution for e-office at Kota Smart City and related organisations, as per technical specifications, with perpetual license for upto 200 users and DLP/Warranty period of one year.	1	Lot
1.2	Cost for AMC AMC charges for 2 years	1	Lot