

Notice Inviting Bid

Name of Work:

*Procurement of Application Software/
Platform as end-to-end solution and
integration with JDA's portal for providing
e-Auction services*

SINGLE STAGE TWO PART BID

JAIPUR DEVELOPMENT AUTHORITY

PB-SF-201, Room No. 201,
SECOND FLOOR, PARKING BUILDING,
RAM KISHORE VYAS BHAWAN,
INDIRA CIRCLE, JAWAHAR LAL NEHRU MARG,
JAIPUR – 302 004 (RAJASTHAN)
TELEPHONE & FAX : +91-141-2569696 EPBX: 8800

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जयपुर विकास प्राधिकरण, जयपुर

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

क्रमांक JDA/IT(1074518)/E-Auction/2016/D-434

दिनांक 27/10/2016

निविदा सूचना

NIB No.: JDA-IT-05 : 2016-17

जयपुर विकास प्राधिकरण द्वारा “Procurement of Application Software/ Platform as end-to-end solution and integration with JDA’s portal for providing e-Auction services” के लिए ऑनलाईन बिड्स दिनांक 28/11/2016 को 5:00 बजे तक आमन्त्रित की जाती है। निविदा बोली का ऑनलाईन आवेदन व भूगतान जविप्रा पोर्टल पर करने की अन्तिम तिथी 28/11/2016 को 5:00 बजे तक है। निविदा बोली के दस्तावेजों का विस्तृत विवरण www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in पर देखा जा सकता है।

निविदा में भाग लेने वालों को निम्न शर्तों की पूर्ति करनी होगी।

1. निविदा दाता जयपुर विकास प्राधिकरण की वेबसाइट www.jda.urban.rajasthan.gov.in पर पंजीकृत हो एवं निविदा में भाग लेने के लिए बोलीदाता को आवेदन करने के लिए दस्तावेज शुल्क, अमानत राशि, आर.आई.एस.एल. प्रोसेसिंग शुल्क ऑनलाईन जमा करनी होगी।
2. ऑनलाईन निविदा प्रस्तुत करने के लिए निविदा दाताओं का राजस्थान सरकार के ई-प्राक्यूमेंट पोर्टल www.eproc.rajasthan.gov.in पर पंजीकृत हो।

-Sd-

सिस्टम एनालिस्ट
उपापन संस्था

JAIPUR DEVELOPMENT AUTHORITY

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

JDA/IT(1074518)/E-Auction/2016/D-434

Dated: 27/10/2016

NOTICE INVITING BID

NIB No. : JDA-IT-05 : 2016-17

Online Bids are invited up-to 5:00 PM of 28/11/2016 for “Procurement of Application Software/ Platform as end-to-end solution and integration with JDA’s portal for providing e-Auction services”. The last date for Applying Bid and making online payment on JDA portal is up-to 5:00 PM of 28/11/2016. Details may be seen in the Bidding Document at our office or the State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in.

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jda.urban.rajasthan.gov.in
For participating in the Bid, the Bidder has to apply for the Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

-Sd-

System Analyst
Procuring Entity

Detailed NIB	
Name & Address of the Procuring Entity	<ul style="list-style-type: none"> ➤ Name: System Analyst, Jaipur Development Authority ➤ Address: PB-SF-201, Room No. 201, Second Floor, Parking Building, Ram Kishore Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004 (Rajasthan) ➤ Email: rajesh.saxena@jaipurjda.org
Subject Matter of Procurement	➤ Procurement of Application Software as product for e-Auction with end-to-end solution
Bid Procedure	➤ Single-stage Two part open competitive eBid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	➤ Least Cost Based Selection (LCBS)-L1
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤ Websites: www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jda.urban.rajasthan.gov.in
Website for online Bid application and payment *	<ul style="list-style-type: none"> ➤ Website: www.jda.urban.rajasthan.gov.in ➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only. <ul style="list-style-type: none"> ○ Bidding document fee: Rs. 400.00 Rupees (Four Hundred only) ○ RISL Processing Fee: Rs. 1,000.00 (Rupees One Thousand only) ○ Requisite Bid Security Deposit
Estimated Procurement Cost	➤ INR 75,00,000.00 (Rupees Seventy Five Lakh only)
Bid Security Deposit	<ul style="list-style-type: none"> ➤ Amount (INR) : 2% of Estimated Procurement Cost, 0.5% of S.S.I. of Rajasthan, 0.5% for Bidder registered as contractor in JDA, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction ➤ In case of Departments' of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government shall submit a bid securing declaration in lieu of bid security.
Date/ Time/ Place of Pre-Bid	<ul style="list-style-type: none"> ➤ Date / Time 04/11/2016 at 11:00 AM ➤ Place : Room No. PB-SF-201, Parking Building, Second Floor, Ram Kishore Vyas Bhawan, JLN Marg, Jaipur-302014 (Rajasthan) ➤ Last date of submitting clarifications requests by the bidder 03/11/2016 by 05:00 PM addressed to the procurement entity at PB-SF-201, Room No. 201, Second Floor, Parking Building, Ram Kishore Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004 (Rajasthan)
Applying Bid and making Online Payment on JDA portal	<ul style="list-style-type: none"> ➤ Start Date: 28/10/2016 at 05:00 PM onwards ➤ End Date: 28/11/2016 at 05:00 PM ➤ In case EMD in form BG Original Bank Guarantee is to be submitted in Room No. MB-SF-226 of Main Building, Jaipur Development Authority by 28/11/2016 to 30/11/2016 by 3:00 PM.
Bid Submission on e-Procurement Portal of GOR	<ul style="list-style-type: none"> ➤ Start Date: 28/10/2016 at 05:00 PM onwards ➤ End Date: 28/11/2016 at 05:00 PM
Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> ➤ 30/11/2016 at 04:00 PM ➤ PB-SF-201, Room No. 201, Second Floor, Parking Building, Ram Kishore Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004 (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	➤ Will be intimated later to the Technically qualified bidders
Bid Validity	➤ 90 days from the bid submission deadline
* Jaipur Development Authority has decided to receive Earnest Money Deposit (EMD) (Bid Security), Tender Fee and RISL processing fee online through JDA Portal. The bid security options available in tender for participants are as mentioned below:	

A. Payment Options:**Option-1: Bank Guarantee (BG) against EMD / Bid Security**

Bidder may opt Bank Guarantee (BG) against EMD (Bid Security), for which bidder requires to prepare BG before applying in the tender. The details of BG requires to be fed on JDA portal before paying balance amount (Tender Fee + RISL Processing Fee). This amount will be paid through **Payment Gateway only**, option to make balance payment through EFT (RTGS/NEFT) will not be available.

If bidder does not opt for BG against EMD, options of making complete payment through Payment Gateway or through EFT (NEFT / RTGS) will be available.

Option-2: Electronic Fund Transfer (EFT: NEFT/RTGS)

If the bidder selects payment mode as EFT (NEFT/RTGS), "**Paying Slip for EFT (NEFT/RTGS)**" will be generated by the system for the complete amount. The payment can be made from **any Bank any Branch** using this Paying Slip through NEFT/RTGS (Claim against payment made through EFT in any other JDA bank account will not be acceptable and bidder stands disqualified from participation in the bid applied for). After successful transaction through NEFT/RTGS, as per the standard procedures it may take 4 to 24 hours in process of confirmation of EFT through Auto-Process depending on the time of EFT done. Therefore, option to make payment through EFT (NEFT/RTGS) will be available till 48 hours prior to closing date of bid participation.

Option-3: Payment Gateway (Aggregator)

The facility to make payment through Debit Card, Credit Card, Net banking etc., will be available. User can use this facility from **anywhere any time** till the closing date & time of bid participation.

B. Bid Participation Receipt

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

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

Note:

1. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.
2. In case, any of the bidders fails to pay the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted.
3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
5. Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process.
6. Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in
Address : e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10. The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.

Process for Participation & Depositing Payment Online

JAIPUR DEVELOPMENT AUTHORITY, has decided to receive Bidding document fee, RISL Processing Fee and Bid Security Deposit (BSD) through online mode only for which the bidder has to get registered himself on JDA portal www.jda.urban.rajasthan.gov.in.

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jda.urban.rajasthan.gov.in (by depositing Rs. 500.00 online, the validity of which remains 3 (three) years).

For participating in the Bid, the Bidder has to apply for this Bid and pay the Bid Document Fee, RISL Processing Fee and Bid Security Deposit, online only.

2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

Methods for depositing on line amount

Option-1: Bank Guarantee (BG) against EMD / Bid Security

Bidder may opt Bank Guarantee (BG) against EMD (Bid Security), for which bidder requires to prepare BG before applying in the tender. The details of BG requires to be fed on JDA portal before paying balance amount (Tender Fee + RISL Processing Fee). This amount will be paid through **Payment Gateway only**, option to make balance payment through EFT (RTGS/NEFT) will not be available.

If bidder does not opt for BG against EMD, options of making complete payment through Payment Gateway or through EFT (NEFT / RTGS) will be available.

Option-2: Electronic Fund Transfer (EFT: NEFT/RTGS)

If the bidder selects payment mode as EFT (NEFT/RTGS), “**Paying Slip for EFT (NEFT/RTGS)**” will be generated by the system for the complete amount. The payment can be made from **any Bank any Branch** using this Paying Slip through NEFT/RTGS (Claim against payment made through EFT in any other JDA bank account will not be acceptable and bidder stands disqualified from participation in the bid applied for). After successful transaction through NEFT/RTGS, as per the standard procedures it may take 4 to 24 hours in process of confirmation of EFT through Auto-Process depending on the time of EFT done. Therefore, option to make payment through EFT (NEFT/RTGS) will be available till 48 hours prior to closing date of bid participation.

Option-3: Payment Gateway (Aggregator)

The facility to make payment through Debit Card, Credit Card, Net banking etc., will be available. User can use this facility from **anywhere any time** till the closing date & time of bid participation.

C. Bid Participation Receipt

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

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- In case complete payment is done through Payment Gateway, on successful transaction the “**Bid Participation Receipt**” will be generated on real time basis.

In case complete payment is done through EFT (NEFT/RTGS), on confirmation of payment from ICICI Bank (Auto Process) “**Bid Participation Receipt**” will be available on Login of Bidder on JDA portal.

While participation in the bid, a receipt will be generated through the system showing the submission details as per Bid Participation Receipt (Sample Enclosed). The bidder is required to fill the instrument numbers for various heads on e-Procurement portal www.eproc.rajasthan.gov.in as mentioned in the receipt.

Jaipur Development Authority
Bid Participation Receipt Date & Time : 09/06/2015 05:13 PM

Bid Detail

Bid Id : 6215152001	Procurement Entity : XXXXXXXXXXXXX
Bid Title : Testing	
Bid Value : 300000	Bid Opening Place : Manthan Hall, Jaipur Development Authority

Bidder Detail

Name of Entity : XXXXXXXXXXXXX	Mobile: 9829012345
Registration Type: Individual	Instrument Amount : 32500.00
Payment Mode: Online/UTR	Payment Channel : Payment Gateway/ICICI Branch - JDA
Instrument No : 456123789	Instrument Date : 17-06-2015

Dates Detail

Sr. No.	Event Name	Event Date
1	Publishing Date	01/06/2015 01:00 PM
2	Bid Opening Date	01/07/2015 03:00 PM

Specific Instrument Detail for eProc Rajasthan

Instrument Type: DD			
Instrument Number	Head Name	Amount	Date
10000	Tender Fee	400.00	05/06/2015
10001	RISL Processing Fee	1000.00	05/06/2015
10002	Bid Security Deposit	30,000.00	05/06/2015
Issuer Detail : Jaipur Development Authority		ChallanNumber: 641515600014	

More details about Registration Process, Terms and Conditions and FAQ along with contact detail is available on JDA website www.jda.urban.rajasthan.gov.in.

Abbreviations & Definitions

JDA	Jaipur Development Authority
GOR	Government of Rajasthan
Act	The Rajasthan Transparency in Public Procurement Act, 2012 and Rules 2013 Government of Rajasthan, Rajasthan
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
Procuring Entity /Purchaser/ Tendering Authority/ Buyer	Person or entity that is a recipient of a good or service provided by a Bidder / Supplier/Seller under a purchase order or contract of sale.
Bidder / Supplier/Seller	A company registered under Indian Companies Act, 1956 or a partnership firm registered under Partnership Act or a proprietorship firm.
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
Authorised Signatory	The bidder’s representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security Deposit	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents. Also called as BSD.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract/ Project Period shall commence from the date mention in the Work Order
AoC	Award of Contrat
AoS	Award of Service
BoS/ BoQ	Bill of Service/Bill of Quantity
BG	Bank Guarantee
Day	A calendar day as per GoR/ Gol.
INR	Indian Rupee
ITB	Instruction to Bidders
JDA	Jaipur Development Authority
LD	Liquidated Damages

MAF	Manufacturer's Authorization Certificate
NIB	Notice Inviting Bid
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
PSD/ SD	Performance Security Deposit/ Security Deposit
RISL	RajCOMP Information Services Ltd.
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
VAT/ CenVAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order

Section 1: Project Profile & Background Information

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

JDA has been working towards time bound constructions, creation and development of the present-day Jaipur based on major scientific and hi-tech strategies.

According to the promises and commitments of the Rajasthan Government, JDA is continuously proving itself as the pioneer of development, creating a state of the art city of substance.

As the Jaipur Development Authority has a major role in the development of the Jaipur City, it works in the Public realm and hence invites a great deal of Public dealings. As an authority they have to deal with issues of land, public grievances, notifications, information, tendering, records and a whole ambit of development issues.

The initiative of the e-governance projects the major work area is being rendered through IT based solutions. Many activities are now performed through IT support solutions. JDA would like to procure Application Software as product for e-Auction with end-to-end solution to operate on 24 x 7 x 365 day basis.

Section 2: Pre-Qualification / Eligibility Criteria

The following criteria must strictly be fulfilled by the Bidder. The Bidder must submit documentary evidences in support of their claim for fulfilling the criteria. The bids received without the documentary evidences will be rejected out rightly. The condition from 1 to 8 mentioned below are mandatory to qualify technical bid, noncompliance of any condition shall lead to disqualification in Technical Bid.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Bidder Entity	Joint ventures or Consortiums are NOT allowed to bid or meet the eligibility criterion. Bidder should bid on their own strength and meet all eligibility criteria.	The bidder is required to furnish a self-declaration on letter head.
2.	Legal Entity	The bidder should be a company registered under Indian Companies Act, 1956 or a partnership firm registered under Partnership Act or a proprietorship firm.	a) Certificates of incorporation b) Registration Certificates
3.	Turn Over	The Bidder should have aggregate annual turnover of Rs. 3.00 Cr. in last three financial years* or annual turnover of Rs. 1.00 Cr. in any one of last three financial years* . Bidder should have a positive net worth in the last financial year.	Certificate from the Chartered Accountant based on Extracts from the audited Balance sheet and Copy of Profit & Loss Account. Attach CA certificate.
4.	Bidder's Service Experience	The prospective bidder should have experience in conducting assets auctions amounting to at least 1,000 crore in last three financial years* using the same e-auction software.	Attach relevant client certificates.
5.	Copyright	The bidder should have the Intellectual Property Rights-IPR and source code of the solution being offered.	Self-declaration on non-judicial stamp paper of Rs. 100/-.
6.	Certification	The bidder must have valid ISO 27001: 2013 & ISO 9001: 2008 certified & CMMi Level 3 or Higher	The Bidder is required to furnish the copy of valid certification.
7.	Tax registration	The Bidder should have a registered number of a. VAT/Sales Tax where his business is located b. Income Tax / Pan Number c. Service Tax Number	Copies of relevant(s) Certificates of registration.
8.	Technical Specifications of Items	The quoted product should fulfil all the technical specification laid in the tender document mentioned in Annexure (Technical Specifications of Items). The	The bidder is required to furnish Make, Model/Part number of the quoted item (if required, JDA will confirm the

		Bidder should enclose relevant datasheets, brochures, screenshots, process flow-chart, etc. in support of all the items quoted.	specifications from the data sheet/ documents available on official website of the OEM) along with screenshots and process flow-chart.
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***Last three financial years** shall be consecutive amongst 2012-13, 2013-14, 2014-2015 & 2015-2016, having audited balance sheet.

Section 3: Scope of Work

1. Introduction

1. JDA wants to develop e-Auction System that will be completely hosted JDA's Own Cloud at JDA IT Support Centre, Jaipur.
2. The e-Auction System shall be used by JDA for auction of assets i.e. Properties, etc. as per JDA requirement.
3. JDA can auction their own assets or assets not owned by JDA.
4. The proposed e-Auction system should allow JDA to handle the entire auctioning process through an integrated platform thus allowing seamless data flow from user (Vendors/Bidders) to back office including operational activities, logging, archiving & reporting.
 - a. The proposed system should have capabilities to automate the complete auctioning process from Vendor Registration, Auctioning, Allocation/Reallocation, final allotment, payment gateways, notifications and complete in all respect for all vendors/ bidders.
 - b. JDA aims to have complete control & management of the e-auction process including high level transparency and end to end visibility for all stakeholders.

2. Details

1. The product will be delivered with complete source code and documentation along with frameworks, libraries, tools, database, etc., complete in all respect. The intellectual property rights in anything developed by the Bidder under this NIB exclusively for JDA and based on information owned by JDA shall vest with JDA.
2. The UAT and Production Server(s) shall be hosted in JDA premises and successful bidder has to place 1 Senior Programmer at JDA site during entire contract duration.

3. Training

The successful bidder should conduct training to JDA users based on their below roles and responsibilities:

- a) Administrators
- b) Users

This shall be a class room based training where JDA internal users shall be covered and will be trained on using the system for their day to day requirements and auction administration.

End user training sessions will be held at JDA's campus at Jaipur for 3 days for two batches of maximum 25 persons each.

Vendor should prepare Training Agenda in co-ordination with JDA and submit it to JDA before start of Training Sessions.

4. Documentation

The successful bidder shall maintain complete configuration (in hardcopy & softcopy) details of all the items supplied and installed by him and the same shall be submitted to JDA along with the installation report.

Bidder shall provide following documents as part of product design:

- a) Documented source code
- b) Process Flow Chart

Bidder shall provide following documents as part of training documents for JDA users based on their roles & responsibilities:

- a) Auction Administration Guide
- b) Bidder User Guide

Documentation shall be available in formats like (but not limited to) PDF, MS Power Point, MS Word etc.

5. Project Deliverables, Milestones & Time Schedule

The successful bidder is expected to carry out all ground work for Supply, Installation including documentation, coordination with JDA. Certain key deliverables are identified for each of the milestones, are mentioned in NIB Document. However, bidder should take approval of templates of all the reports from JDA before submission of deliverables. The complete work has been planned for execution / completion in two (2) Milestone(s) as under:

S.No.	Activities	Timelines
1	Milestone 1 – System Study & Design, Development & Customization, Deployment in JDA's UAT Server, Training for Administrators and End User Training, Deployment on Production JDA's Server as per scope of work required and specifications given in the NIB document.	3 Months from signing of Agreement.
2	Milestone 2 – Facility Management Services of the supplied items as per Detailed terms and conditions / SLA Defined in NIB Document	5 Years from the Successful Execution/ Completion of the Milestone - 1

6. Payments Terms

The payment shall be based on achieving above individual milestone, which shall be as under –

S.No.	Activities	Accepted & Verified by	Payment terms
1	Milestone 1 – System Study & Design, Development & Customization, Deployment in JDA's UAT Server, Training for Administrators and End User Training, Deployment on Production JDA's Server as per scope of work required and specifications given in the NIB document.	System Analyst/Analyst Cum Programmer	The payment(s) shall be as per BOQ item no. 1. Payment shall be made in following stages: Stage 1: Completion of UAT. 75% payment shall be made. Stage 2: Successful Go-Live and thereafter satisfactory operation for 3 months. 15% payment shall be made. Stage 3: On successful completion of project period. 10% payment shall be made.
2	Milestone 2 - Facility Management Services of the Project as per Detail terms and	System Analyst/Analyst Cum Programmer	The payment(s) shall be as per BOQ item no. 2. Payment for FMS shall be made on quarterly basis. The

	conditions / SLA Defined in Bid Document for 5 years.		payment shall be on pro-rata basis.
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- The successful bidder will make the request for payment in writing, accompanied by invoices describing, as appropriate, the supply, and by the required documents submitted pursuant to the contract and upon fulfilment of all the obligations stipulated in the Contract.
- The currency or currencies in which payments shall be made to the successful bidder under this Contract shall be Indian Rupees (INR) only.
- All remittance charges will be borne by the successful bidder.
- In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective running bill, subject to bill amount.

7. Service Level Agreement

Uptime (in hours) of Complete Solution:

- SLA Requirement – Average uptime should be $\geq 97.5\%$ per quarter.
- Report Requirement – Average Uptime (Availability) Report

Calculation Criteria	Amount of penalty (deducted from BOQ item 2 payment)
Average Uptime 97.5% or above	No penalty
Average Uptime between 95% - 97.5%	1.25% of the cost of BOQ item 1.
Average Uptime between 92.5% - 95%	2.50% of the cost of BOQ item 1.
Average Uptime between 90% - 92.5%	3.75% of the cost of BOQ item 1.
Average Uptime below 90%	5.00% of the cost of BOQ item 1.

Manpower Requirements:

The Bidder shall provide following minimum manpower resources exclusively for this project to meet out the SLA:

S. N.	Manpower	Minimum Resources	Minimum Qualifications & Experience	Key Job Duties
1.	Trained Professional	One	Sr. Developer	Ensure operation and maintenance of all Systems commissioned.

If the professionals to be deputed for the project remain absent, a suitable substitute shall immediately be provided. Penalty on non-availability of manpower resources is are:-

Type of Professional	Penalty on non-availability of resource
Trained Professional	Rs. 1,500.00 per resource per absent days

The deduction will be made against the absence of manpower and will be deducted from the quarterly payment.

8. Exit Policy

Upon completion of the project or breach of contract during the contract duration, the product deployed at JDA along with documented source code will be the sole property of JDA.

Section 4: Instruction to Bidder (ITB)

1. Sale of Bidding/ Tender Documents

- a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal.
- b) Bidding documents purchased by Principal of any concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa.

2. Pre-bid Meeting/ Clarifications

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

3. Changes in the Bidding Document

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

4. Period of Validity of Bids

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

5. Format and Signing of Bids

- a) Bidders must submit their bids online at e-Procurement portal i.e. <http://e-procurement.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c) A Single stage Two part/ cover system shall be followed for the Bid: -
 1. Technical Bid, including fee details, eligibility & technical documents
 2. Financial Bid
- d) The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format	e-Procurement Folder
Fee Details			
1.	Bidding document Fee (Tender Fee)	Receipt of online submission on JDA Portal	Fee/PreQual/Technical (in .pdf format)
2.	RISL Processing Fee (e-Procurement)		
3.	Bid Security Deposit (BSD)		
Authorizations / Undertakings / Declarations			
4.	All the documents mentioned in the “Authorizations / Undertakings / Declarations”.	As Per Annexure: Technical Bid Evaluation Checklist (as per the format mentioned against the respective “Authorizations / Undertakings / Declarations” clause).	Fee/PreQual/Technical (in .pdf format)
Technical Eligibility Documents			

5.	All the documents mentioned in the “Eligibility Criteria”, in support of the eligibility	As Per Annexure: Technical Bid Evaluation Checklist (as per the format mentioned against the respective ‘Eligibility Criteria’ clause).	Fee/PreQual/Technical (in .pdf format)
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e) Financial bid shall include the following documents:-

S. No.	Documents Type	Document Format	e-Procurement Folder
1.	Financial Bid	As per BOQ (.XLS) format available on e-Procurement portal	Finance (in .XLS format)

f) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the bidder.

6. Cost & Language of Bidding

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

7. Bid Security Deposit (BSD): Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

- In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited, may however be taken into consideration in case bids are re- invited.
- The bid security may be given in the form of bank guarantee, in specified format as given in the bidding document, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.

- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - 1. when the bidder withdraws or modifies its bid after opening of bids;
 - 2. when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
 - 3. when the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;
 - 4. when the bidder does not deposit the performance security within specified period after the supply / work order is placed; and
 - 5. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- j) Notice will be given to the bidder with reasonable time before BSD is forfeited.
- k) No interest shall be payable on the BSD.
- l) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
 - 1. the expiry of validity of bid security;
 - 2. the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - 3. the cancellation of the procurement process; or
 - 4. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

8. Deadline for the submission of Bids

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

9. Withdrawal, Substitution, and Modification of Bids

- a) If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit".
- b) Bids withdrawn shall not be opened and processes further.

10. Opening of Bids

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

of Bid opening.

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

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

12. Clarification of Bids

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

13. Evaluation & Tabulation of Technical Bids

- a) **Determination of Responsiveness**
 - 1. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification / eligibility criteria of the bidding document.
 - 2. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -

- i. “deviation” is a departure from the requirements specified in the bidding document;
 - ii. “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - iii. “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.
 3. A material deviation, reservation, or omission is one that,
 - i. if accepted, shall:-
 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity’s rights or the bidder’s obligations under the proposed contract; or
 - ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
 4. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
 5. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.
- b) **Non-material Non-conformities in Bids**
1. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
 2. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
 3. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.
- c) **Technical Evaluation Criteria:** Bids shall be evaluation based on the documents submitted as a part of technical bid. Technical bid shall contain all the documents as asked in the clause “Format and Signing of Bids”
- d) **Tabulation of Technical Bids**
1. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
 2. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- e) The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process,

reasons shall be recorded in writing and included in the record of the procurement proceedings.

- f) The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

14. Evaluation & Tabulation of Financial Bids: Subject to the provisions of “Acceptance of Successful Bid and Award of Contract” below, the procuring entity shall take following actions for evaluation of financial Bids:-

- a) The financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the Bid Opening Committee in the presence of the bidders or their representatives who choose to be present
- b) The process of opening of the financial Bids shall be similar to that of technical Bids.
- c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) Conditional Bids are liable to be rejected;
- e) The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- f) The offers shall be evaluated and marked L1, L2, L3 etc., L1 being the lowest offer and then others in ascending order in case price is the only criteria, OR evaluated and marked H1, H2, H3 etc., in descending order.
- g) The bid shall also be evaluated Item wise and marked L 1, L2, L3 etc. L1 being lowest offer for particular Item and then others in ascending order.
- h) The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity
- i) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- j) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

15. Correction of Arithmetic Errors in Financial Bids: The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely-

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

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.

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

Rajasthan for financial bid evaluation purpose.

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

18. Exclusion of Bids/ Disqualification

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
 - 1. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - 2. the information submitted, concerning the qualifications of the bidder, was materially Inaccurate or incomplete; and
 - 3. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - 4. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - 5. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - 6. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b) A Bid shall be excluded / disqualified as soon as the cause for its exclusion/disqualification is discovered.
- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
 - 1. communicated to the concerned bidder in writing;
 - 2. published on the State Public Procurement Portal, if applicable.

19. Price fall Clause

- a) The prices under a rate contract shall be subject to price fall clause. A clause regarding price fall shall be incorporated in the terms and conditions of rate contract. Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the state any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price and giving them fifteen days time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces their price during currency of the rate contract, their reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.

20. Acceptance of the successful Bid and award of contract

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be

referred to the next higher authority, as per delegation of financial powers, for decision.

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

21. Information and publication of award: Information of award of contract shall be communicated to all participating bidders and published on the respective website(s) as specified in NIB.

22. Procuring entity's right to accept or reject any or all Bids: The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

23. Right to vary quantity

- a) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased as per RTPP Act-2012 and Rules-2013. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- b) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- c) 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. The repeat order shall be as under :-

1. 50% of the quantity of the individual items and 50% of the value of original order contract in case of works; and
2. 50% of the value of goods or services of the original contract.

24. Performance Security:

- a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security shall be 5% of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.
- c) Performance security shall be furnished in any one of the following forms: -
 1. Bank Draft or Banker's Cheque of a scheduled bank;
 2. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 3. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for BSD;
 4. Fixed Deposit Receipt (FDR) of a scheduled bank and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d) Performance security furnished in the form specified as above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
 1. When any terms and condition of the contract is breached.
 2. When the bidder fails to make complete supply satisfactorily.
 3. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- g) No interest shall be payable on the PSD.

25. Execution of agreement

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

26. Confidentiality

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
 - 1. impede enforcement of any law;
 - 2. affect the security or strategic interests of India;
 - 3. affect the intellectual property rights or legitimate commercial interests of bidders;
 - 4. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.
- c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

27. Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
 - 1. at any time prior to the acceptance of the successful Bid; or
 - 2. after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.

- e) If the bidder whose Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
 - 1. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
 - 2. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

28. Code of Integrity and no Conflict of Interest

- a) Any person participating in the procurement process shall -
 - i. not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
 - ii. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - iii. not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
 - iv. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
 - v. 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;
 - vi. not obstruct any investigation or audit of a procurement process;
 - vii. disclose conflict of interest, if any; and
 - viii. 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.
- b) **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 this bidding process if, including but not limited to:
 - 1. have controlling partners/shareholders in common; or
 - 2. receive or have received any direct or indirect subsidy from any of them; or
 - 3. have the same legal representative for purposes of this Bid; or
 - 4. 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 this bidding process; or
 - 5. the Bidder participates in more than one Bid in this 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
 - 6. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods and Services that are the

subject of the Bid; or

7. 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.
- ii. The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its Bid, in the format specified in Section IV, Bidding Forms.
- iii. Breach of Code of Integrity by the Bidder: Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.

29. Interference with Procurement Process: A bidder, who: -

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful bidder;
- c) fails to enter into procurement contract after being declared the successful bidder;
- d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

30. Grievance Redressal during Procurement Process and Appeals

The designation and address of the **First Appellate** Authority is Commissioner, Jaipur Development Authority, JLN Marg, Jaipur (Rajasthan)

The designation and address of the **Second Appellate** Authority is Principal Secretary / Additional Chief Secretary, Urban Development and Housing, Secretariat, Jaipur (Rajasthan)

Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

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

1. The officer to whom an appeal is filed under para (I) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
2. If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

3. Appeal not to lie in certain cases
No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
 - (a) determination of need of procurement;
 - (b) provisions limiting participation of Bidders in the Bid process;
 - (c) the decision of whether or not to enter into negotiations;
 - (d) cancellation of a procurement process;
 - (e) applicability of the provisions of confidentiality.
4. Form of Appeal
 - (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
 - (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
5. Fee for filing appeal
 - (a) Fee for first appeal shall be rupees two thousand five hundred and for second 'appeal shall be rupees ten thousand, which shall be non-refundable.
 - (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.
6. Procedure for disposal of appeal
 - (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.
- 31. Stay of procurement proceedings:** While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.
- 32. Vexatious Appeals & Complaints:** Whoever intentionally files any vexatious, frivolous or Malicious appeal or complaint under the "The Rajasthan Transparency Public Procurement Act 2012", with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.
- 33. Offences by Firms/ Companies**
 - a) Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the

business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:

- Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) For the purpose of this section-
1. "Company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and
 2. "Director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

34. Debarment from Bidding

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

35. Monitoring of Contract

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total

delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.

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

Section 5: General Terms & Condition of Bid & Contract

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

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

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

2. **Contract Documents:** Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
3. **Interpretation**
 - a) If the context so requires it, singular means plural and vice versa.
 - b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser

and the Supplier/ Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4. Language

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

5. Eligible Goods and Related Services

- a) For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.
- b) The OEM / Bidder of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares within next business day or maximum 30 hours.
- c) The OEM / Bidder of the quoted product should also have its direct representation in India in terms of registered office. The presence through any Distribution / System Integration partner agreement will not be accepted.
- d) Bidder must quote products in accordance with above clause "Eligible goods and related services".

6. Notices

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

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

8. Scope of Supply

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

9. Delivery

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

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

11. Purchaser's Responsibilities

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

12. Contract Price

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

authorized in the special conditions of the contract.

13. Recoveries from Supplier/ Selected Bidder

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

14. Taxes & Duties

- a) The income tax, service tax, value added tax, etc., if applicable, shall be deducted at source from the payment to the Supplier / Selected Bidder as per the law in force at the time of execution of contract.
- b) The entry tax, if applicable shall be deducted at source and deposited in the government Treasury in proper revenue receipt head of account.
- c) For goods supplied from outside India, the successful / selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- d) For goods supplied from within India, the successful / selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- e) Revision in VAT and Service Tax shall be on account of the tendering authority if it has been asked for separately in the financial bid and is not taken into account for the purpose of comparison of bids. If, however, they have not been asked for separately, any benefit or additional cost will be on account of the bidder. Revision of any other tax or duty shall be on account of the bidder.
- f) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

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

16. Confidential Information

- a) The Purchaser and the Supplier / Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.
- c) The Purchaser shall not use such documents, data, and other information received from

the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier / Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

- d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
1. the Purchaser or Supplier / Selected Bidder need to share with JDA or other institutions participating in the Contract;
 2. now or hereafter enters the public domain through no fault of that party;
 3. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

17. Sub-contracting

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

18. Specifications and Standards

- a) All articles supplied shall strictly conform to the specifications, trademark laid down in the tender form and wherever articles have been required according to ISI / ISO / other applicable specifications / certifications / standards, those articles should conform strictly to those specifications / certifications / standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the article supplied conforms to the specifications shall be final and binding on the supplier / selected bidder.
- b) Technical Specifications and Drawings
 - a. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
 - b. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - c. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards

shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

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

19. Packing and Documents

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

20. Insurance

- a) The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.
- b) The goods will be delivered at the FOR destination in perfect condition.

21. Transportation

- a) The supplier / selected bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking / inspection of the material by the Consignee. No extra cost on such account shall be admissible.
- b) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay, the freight together with departmental charge @5% of the freight will be recovered from the supplier's / selected bidder's bill.

22. Inspection

- a) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's / selected bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods / equipment / machineries during manufacturing process or afterwards as may be decided.

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

24. Rejection

- a) Articles / Goods not approved during inspection or testing shall be rejected and will have

to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.

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

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

- a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and / or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- b) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.
- c) Delivery and installation / completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier / selected bidder.
 - 1. The supplier / selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.
 - 2. The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
 - 3. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
 - i. When delay has occurred due to delay by JDA in performing any of the duties to be performed by them as mentioned in the Chapter titled "Scope of Work, Deliverables and Timelines".
 - ii. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by JDA as per terms of the contract.
 - 4. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so

ever beyond the contracted cost shall be paid for the delayed supply of goods and service.

5. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and / or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
 6. If JDA is in need of the good and / or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d) Liquidated Damages/Penalty for delay: In case of extension in the delivery and/or installation/completion/commissioning period is granted with penalty / liquidated damages, the recovery for the un-finished work on pro-rata basis for each milestone, shall be made on the basis of following percentages of value of goods and/or service which the supplier / selected bidder has failed to supply or complete for the individual milestone as in the RFP :-

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

1. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.
2. The maximum amount of liquidated damages shall be 10% for the individual milestone
3. The percentage refers to the payment due for the associated milestone.
4. The LD shall be levied if delay is attributable to the Bidder only.

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

27. Limitation of Liability: Except in cases of gross negligence or wilful misconduct: -

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

equipment, or to any obligation of the supplier / selected bidder to indemnify the Purchaser with respect to patent infringement.

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

29. Force Majeure

- a) The supplier / selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier / selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier / selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the JDA in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by JDA, the supplier / selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the JDA, the JDA may take the case with the supplier / selected bidder on similar lines.

30. Change Orders and Contract Amendments

- a) The Purchaser may at any time order the supplier / selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
 - a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - b. the method of shipment or packing;
 - c. the place of delivery; and
 - d. the related services to be provided by the supplier/ selected bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier / selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's / selected bidder's receipt of the Purchaser's change order.
- c) Prices to be charged by the supplier / selected bidder for any related services that might

be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier / selected bidder for similar services.

31. Termination

a) Termination for Default

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

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

c) Termination for Convenience

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

for materials and parts previously procured by the supplier/ selected bidder.

32. Settlement of Disputes

- a) **General:** If any dispute arises between the supplier / selected bidder and JDA during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier / selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier / selected bidder.
- b) **Standing Committee for Settlement of Disputes:** If a question, difference or objection arises in connection with or out of the contract / agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee as decided by JDA for decision, if the amount of the claim is more than Rs. 50,000/-.
- c) **Procedure for reference to the Standing Committee:** The supplier / selected bidder shall present his representation to the Procuring Entity along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the supplier/ selected bidder shall prepare a reply of representation and shall represent the JDA's stand before the standing committee. From the side of the supplier / selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and JDA. The standing committee, if it so decides, may refer the matter to the empowered committee as decided by JDA.
- d) **Legal Jurisdiction:** All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

Section 6: Special Terms & Conditions of Bid & Contract

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

1. Contracting

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

2. Financial Bid

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

3. Payment Terms and Schedule

- a) The successful bidder will make the request for payment in writing, accompanied by invoices describing, as appropriate, the supply, and by the required documents submitted pursuant to the contract and upon fulfilment of all the obligations stipulated in the Contract.
- b) The currency or currencies in which payments shall be made to the successful bidder under this Contract shall be Indian Rupees (INR) only.
- c) All remittance charges will be borne by the successful bidder.
- d) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- e) Any penalties / liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective running bill subject to bill amount.

Annexure-1: Bill of Material (BoM) / Bill of Quantity & Warranty

S.No	Items (Specifications are as per Annexure-2)	Unit	Quantity	Warranty/ SLA
1	Application Software as product for e-Auction with end-to-end solution	No.	1	5 Year(s) OEM Warranty & AMC and SLA as per NIB document
2	FMS for 5 Years	Year	1	Professional Manpower and SLA as per NIB document

Note:

1. For installation/ configuration and complete in all respect please refer Scope of Work.
2. **The bidder has to demonstrate/showcase all the functionalities at the time of UAT.**
3. FMS shall include the following, to be provided by the Bidder, at no additional cost to JDA:
 - a. All standard updates and upgrades of original product to be installed and configured.
 - b. All feature requests to be developed, installed and configured, as per user requirement.
 - c. A senior developer deployed at JDA will be single point of contact for all feature requests, enhancements required & technical queries.
 - d. Technical support to users and bidders.

Annexure-2: Technology and Functional Requirements Specifications of Application Software (On bidder's letter head)

The below mentioned Quality Requirements (Functional and technological) are to be mandatorily available in the proposed e-Auction software solution/platform. These features/ functionalities are to be showcased/demonstrated during the UAT by the bidder. Response to the features as given below has to be either "YES" or "NO" only. No other response to these features is acceptable. In case any of the below mentioned compliance is marked as "NO" then the bid will be rejected.

S.N.	Description	Compliance (Yes/ No)
1	Dynamic Pricing Engine e-Auction	
2	Business Rules	
3	e-Auction Formats	
4	Key Phases in an e-Auction Event	
5	User Interface Guidelines	
6	Software/ System Architecture	
7	Security Architecture	
8	Acceptance	

Note: All the specifications below are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side only shall be considered and no extra weightage shall be awarded for such deviations. If any one of the items quoted do not confirm fully to the specifications, then the technical bid will be rejected.

Dynamic pricing Engine e-Auction

Auction Services is designed to flexibly allow automated real-time bidding for your existing procurement or liquidation processes. Bidder Services supplies businesses with a fully hosted solution and provides you with administrative capabilities to control the data and the bidding process. It enables businesses to conduct online dynamic exchanges of products and services with their suppliers, their channel partners and their customers. This Auction service is available on [JDA](#) portal. Bidder also supports privately branded and customized auction sites for individual companies and market makers alike who desire to offer auction services to their respective trading communities or customer base.

Functionality	Description
Capability of Dynamic Auction Engine	Forward and Reverse Auctions
Refresh Rate	This is the rate at which the respondent browser refreshes the data visible. This can be set during auction initiation. The refresh rate is predefined in the application, which can be changed as per the requirement by the administrator. However, bidders and buyers can manually refresh the screen by clicking on the refresh option provided.
Tick size	This is the minimum amount by which the respondent has to increase or decrease the governing price parameter of the bidding

Functionality	Description
	round. This needs to be provided at the time of auction creation
Bidding Sequence	Whether respondents can bid at random, all respondents must put their starting bids in before real time random bidding takes place. Whether each respondent is allowed only a limited number of tick changes is determined by the bidding sequence selected. Whether bidding can be random but the price has to be less than in the case of reverse auction, the opening price defined and should follow the bid decrement rule. Whether equal number of (sealed) bidding rounds for all respondents (dynamic sealed bids). In case of a forward auction, the bidder can start bidding from a price higher than the opening price
Closing criteria	Whether auction / reverse auction closes with pre-determined number of rounds or after a pre-set “no change” time or explicitly on initiator closing the bidding round. The auction can be concluded whether manually or on reaching a preset end time. However the buyer has the option of extending the auction manually at any point of during the auction.
Anonymity	This determines whether respondent identities are revealed to other respondents as well as the initiator during real time bidding. The buyer has the option to configure the system to either reveal or not to disclose the identity of the bidder during the auction.
Currency	Determines whether bids will use a single or multiple currencies. In case of multiple currencies conversion is carried out on exchange rates specified. Multiple currency option is available – however the bid prices quoted by the bidder can be converted into the required currency by using the loading factor option available in the application.

Business Rules

The System should incorporate the Business requirement of JDA for auctioning of assets. The business rules can be classified in three broad categories –

- Price Parameters
- Auction Strategy Parameters
- Time Parameters

System should have facility to configure parameters from the frontend as per the JDA Business Processes. The following table provides detailed information of various business rules required.

Price Parameters

Features	Description
Historic Price	This is the price at which the same item is procured previously either through auction or otherwise This price is used by the application for the purpose of calculating savings only
Opening Price	The price at which the auction starts This can be higher or lower than the historic price but must be

Features	Description
	higher than the reserve price in reverse auction and vice versa in forward auction
Reserve Price	This price must be less than the opening price in reverse auction and vice versa in forward auction This price has no relevance to any parameters and only used for calculation of savings If the reserve price is not met during the auction, the auction creator has a choice to cancel the auction or re-initiate the auction.
Bidding Parameters	Minimum and maximum values for each bidding field (i.e. Min & Max bid Amount, Bid Qty etc.) of the electronic forms can be established for the eAuctions
Bid Factor	The minimum value by which the bid price has to be reduced (in case of reverse auction) from the opening price or the current bid price which ever is the lowest.

Auction parameters (Auction strategy)

Features	Description
Price	The bidding is always with reference to the current lowest bid in the auction. . Accordingly the bidders will be able to view the previous quoted price and the current prevailing lowest bid / Highest Bid quoted during the Auction
Rank	The price bid by the bidders is not displayed to the participants Only their individual ranks and the last bid quoted by the bidder can be displayed during the auction ..
Price & Rank	The bidder's will be able to view both the current prevailing Lowest Bid Price and the individual ranks with respect to the current prevailing Lowest Bid.
Decimal	The auction can be configured for decimal either price or rank The number of decimals that can be configured is either 2 or more as per the requirement and/or conversion & Loading factors The bid prices if in decimals will not be rounded off in this case
Non decimal	This option can be used in high value auctions The bid prices will be rounded of to the nearest absolute value This option should not be chosen for the landed price auction or an auction where the loading factors are used.
Landed price	This option can be used when the buyer, in case of reverse auction, need to know the price at which the bidder is quoting and the price when the item reaches the location of his desire. The buyer has the option to specify the taxes, surcharges and any other additional factors that would get added in the transit. The position of the bidder is based on the landed price and not on the base price (actual price quoted by the bidder) in this case
Base price	This option will decide the position (either for price or rank format) of the bidder based the price he quotes and not on the landed price
Anonymous	The login name of the bidder is masked and a alias name provided to the bidder is displayed in the auction hall to all the bidders

Features	Description
Masked	<p>Neither the alias name nor the login name of the bidder is displayed in the auction hall. Each bidder will be able to see his alias name against his bid which will help him in identifying his bids and thereby identifying his position</p> <p>This option can be useful in auctions having less number of suppliers</p>
Bid factor enforced	<p>Choosing this option will restrict the bidders to reduce the bid prices in multiples of bid decrement only. Otherwise, the bidders are compelled to reduce the bid price by minimum of one bid decrement or more than one bid decrement but need not be in terms of multiples of bid decrement</p>
Exit price enabled	<p>This option enables the bidder to bid a price that is not in compliance to the bid decrement rule</p> <p>These bids as the name suggests will be the last bid prices of the bidder and the bidder wont be able to bid again in that auction after he has placed the exit bid</p> <p>The exit bid price has to be less than the opening price (in case there are no bids placed by that supplier) or less than the previous price of the bidder who is trying to place the exit bid</p> <p>The exit price can also be higher than the opening price provided the 'allow exit bid higher than Opening price' option is chosen while setting up the auction</p>
Show number of ranks	<p>This is applicable to rank auctions</p> <p>The number of ranks to be displayed in the auction hall can be configured using this option.</p> <p>All the bidders will be able to view the ranks irrespective of no. of bidders participating in the eAuction. Minimum of one rank can be displayed (bidders own rank is displayed in this case)</p>
Show Opening price	<p>This option enables to either show or hide the opening price to the bidders in the auction hall</p> <p>The bidder will see the opening price if this option is chosen</p>
Show L1 Price	<p>This option is applicable for rank auctions both multilot and single item auctions</p> <p>For all the items in the multilot, the bidders can see the ongoing L1 price so that they can measure their positions with reference to the L1 price</p> <p>This option is configurable and multilot rank auctions can also be conducted without this option</p>
Modified rank	<p>This option is applicable to rank auctions only</p> <p>The budgetary prices quoted by the bidders can be set as their initial bids</p> <p>The bidders will be compelled to start the bidding from the initial quotes they had provided</p> <p>This option is useful in case of auctions where the bidders are not of same standards with reference to price i.e., the budgetary quotes of the bidders vary a lot.</p>
Bidders (inviting participants)	<p>The bidders can be chosen from the database of registered users</p> <p>The bidders can be short listed at multiple stages based on the</p>

Features	Description
	response from the bidders in the pre-event stage.
Document Upload	Upload and display of images, multi-media content, URL, documents, and spreadsheets attachment with each auction and auction item
Online Messaging Services	Buyer department can send notifications, pop-up messages and emails to participating bidders during the auction
Online Query	Bidder can submit/sent the query related to the eAuction through Query option available in the Bidder's Auction Hall during the live auction and respectively the buyer can reply to the query to the particular bidder or may choose the option to sent the query reply to all the participating bidders. During the process the bidder identity (Masks/ Aliase name) will not be revealed to either parties.

Auction timing parameters

Features	Description
Start	The auction start time can be set in 24 hour clock
End	The auction can be configured to end at a preset time
Preview	This option allows the auctioneer/ buyer to set up an auction anytime much before the auction but the opening price will be visible to the supplier only from the time that is set as a preview time
Extension time	The auction can be extended either manually or automatically. The automatic extension can be configured based on the bids in the last minutes of the auction Limited/ Restricted or Infinite extension can be set by configuring the auction
Time Remaining	Live clock for the time remaining in hours, minutes and seconds is visible to the Department and the bidders during the live eAuction

E-Auction Formats

Features	Description
Standard English Reverse Auction Price and Rank Format	For a particular procurement requirement of a buyer, at least two or more suppliers would compete and decrease the prices with the set business rules. This particular format of the auction can be conducted in terms of price or a ranked format In price format, prices are seen while in rank format only bid rank but not the price is visible.
Dynamic Sealed Bid Auction	In a Dynamic Sealed Auction, Bidders submit bids on an item or items being offered at auction and other Bidders are able to see these bids in Bid History. In this type of auction there can be no ties. Each bid that a Bidder submits must be higher or lower than the Bidder's own last bid, based upon the Auction Format (Forward or

Features	Description
	<p>Reverse Auction). If the bid matches the leading bid, the Bidder receives a prompt to enter a new bid. Bids must be submitted within a specified time. At the time bids are reviewed, the order is made to either the highest or lowest Bidder, based upon the Auction Type, Dynamic Sealed Forward or Dynamic Sealed Reverse. In a Dynamic Sealed Forward Auction, the highest bid is the winning bid. In a Dynamic Sealed Reverse Auction, the lowest bid is the winning bid.</p>
Auction Initiation	<p>The auction initiator “opens” the real time bidding process within the time constraints specified in the auction schedule. The bidding process is governed by the set of business rules chosen for the auction.</p> <p>There is a knowledge repository and an advanced workflow based auction creation process. The system provides a lot of system generated prompts and has very friendly user interface through intuitive GUI design to facilitate easy auction posting mechanism. There is host of formats made available in the system to provide a head start to the entire process of posting an auction. The market maker can choose a previously done auction and copy the template to create a new auction. There is a facility to modify/delete parameters from the source auction after copying.</p>
Auction User interface – dashboard	<p>There is a user dashboard feature to provide one single screen shot view to comprehensive auctions related information. The GUI is intuitive and provides a host of information depending on the user’s access rights into the auctioning information.</p> <p>The user also has provisions to customize the information availability for him self based on the following –</p> <p>Category management</p> <ul style="list-style-type: none"> • The categories can be added, modified and deleted • The category amenability study can be done find out suitable items for conducting the auctions <p>Account Management</p> <ul style="list-style-type: none"> • The buyer accounts can be added, modified and deleted • The buyer to category amenability can be carried out <p>Knowledge Management</p> <ul style="list-style-type: none"> • Post information to KM section • Post auctions, category amenability studies etc to the KM section • Search and retrieve <p>There is also provision to provide a host of information through the</p>

Features	Description
	<p>following features –</p> <ul style="list-style-type: none"> • Auction Hall View and Bidding form for bidders • Auction hall View for buyer • Graphical Representation of in progress Auctions • Automatic Refreshing of the screen • Real Time saving analysis • Conversion of Bid History reports to excel or txt formats • Auto scaling graph • Message Tickers • Reverse clock timer
Closing	Closing takes place automatically or at the instance of the initiator as per business rules governing the auction.
Report Generation	After the completion of the Reverse Auction the complete reports with bid history and summary can be generated either in Excel format and/or can be viewed as HTML link available in the application.

Key Phases in an e-Auction

1. Select Category a. Feasibility analysis b. Share details with stakeholders	4. Supplier Outreach a. Supply market Analysis b. Identify, evaluate and screen c. Prepare shortlist
2. Auction Strategy & Planning a. Choose right lotting structure b. Choose right bidding rules and disclosure c. Stakeholder communication	5. Supplier Set –up and Training a. Communication Registration and set-up in system b. Conduct mock training event c. Clarify queries
3. Live Auction Configuration & Management a. Create event in system b. Monitor event c. Answer queries through messaging system/phone	6. Post-auction Activities a. Scenario analysis b. Award suppliers c. Reporting

User Interface Guidelines

1. Showing users where they are: Each presentation segment (page or window) should provide the user with a clear and sufficient indication of where he or she is in the

- navigation structure and of the current segment position with respect to the overall structure
2. Vertical scrolling should be minimized. This may be done by placing important information at the top and providing links to information that is further down the page. Horizontal scrolling should be avoided wherever possible.
 3. Acceptable opening / download times: Application pages should be designed and implemented so that there are acceptable page opening times and content download times for the expected range of technical contexts of use (e.g. bandwidth between the application and the user). This is particularly important for frequently accessed pages or pages that are important for user navigation and exploration, such as the home page.
 4. Providing clear error messages: The content of error messages shown on the pages or special error pages should clearly state the reason why the error occurred and, if possible, actions the user can take to resolve the error. Users expect error messages to be in the same language as the user interface.
 5. Using appropriate formats, units of measurement or currency: When designing user interfaces for use by diverse groups, input and output of information elements such as currency, units of measurement, temperatures, date and time, phone numbers, address or postal codes should be designed so that they are usable
 6. Readability of text: Text presented on the pages should be readable taking into account the expected display characteristics and spatial arrangement.
 7. Providing printable document versions: If a document is either too long, dispersed over several pages or in a specific layout that is not suitable for online reading, a printer-friendly version of the document should be provided that prints the content in a form acceptable to the user (e.g. in the expected layout, paper format, or orientation).
 8. Consistent page layout: Pages should be designed using consistent layout schemes, supporting the user in finding similar information at the same position on different pages. Overall layout schemes apply to all pages and are preferable when all pages have a similar structure. Frequently, however, different pages have different purposes and types of content. In such cases, pages can usually be grouped in different categories, using one layout scheme for each category consistently.
 9. Placing title information consistently: Page titles should be placed in a consistent location on the different pages.
 10. Linking back to the home page or landmark pages: Each page should contain a link leading to the home page of the application or to a landmark page that is easy to recognize for the user.
 11. Providing a site map: A separate navigation overview such as a site map should be provided for application showing the structure of the site in an overview form.
 12. The user interfaces of the system should follow the guidelines specified under www.egovstandards.gov.in/guidelines. (Link not working <http://www.egovstandards.gov.in/content/guidelines-0>)
 13. Most of outputs generated by the system should be in non-editable formats.

Software/ System Architecture

The Developed Software should be Role Based, Workflow Driven Web Application, providing real-time bidding solutions for buyers and sellers that bring Efficiency, Control, and Simplicity.

1. System should be scalable both horizontally and vertically:
 - a. To add new product divisions
 - b. To increase the number of concurrent sessions/transactions
 - c. Any other requirement as specified by JDA
2. System should have ability to easily handle exceptions for of any deviations from the business rules.
3. System should have provision of version archiving and version control of auction information being handled within the system.
4. The e-Auction software should be Platform and Browser Independent.
5. System should have facility to receive eligible EMD Online. The system should have capability to integrate with Payment Gateway as per JDA requirements.
6. System should provide a user driven data archiving capability, with support for flexible archiving periods.
7. Proposed e-Auction application to be built on multi-tier architecture which includes n-Presentation Tier (Web), n-Service Tier and Persistence Tier.
8. The bidder should develop and provide E-Auction software as per below mentioned technology stack:
 - a. HTML5, CSS3, JavaScript (ES6), Bootstrap
 - b. Microservices Based Architecture
 - c. dot Net Core/ Java Application Server
 - d. Microsoft SQL Server 2014 Enterprise
9. The technology stack as mentioned below would be provided by JDA or implementation of E-Auction software:
 - a. Microsoft SQL Server 2014 Enterprise
10. Any software/ tools required for development & deployment shall be provided by the bidder to JDA, along with licenses and subscription & support for 5 years, cost to be borne by the Bidder. These licenses shall be property of JDA.

Security Architecture

The E-Auction platform transacts confidential data and is exposed to several security threats. The successful bidder should employ a combination of security technologies and security best practices which result in reduced threat of data loss, leakage or manipulation.

1. Role based authentication to various functionalities mentioned in different modules with encrypted passwords. Rights can be given to Individual Users or Groups.
2. Flexibility to define separate Role to the users.
3. Should capture exceptions to detect frauds / mistakes.
4. System should have provision of assign multiple roles/privileges to single user id.
5. An audit trail of changes to data in the system shall be maintained to identify the users responsible for the modification. There should be a facility to create reports on audit logs.
6. Users will be limited to a single concurrent session on all networked computer systems.
7. Information Security i.e. Integrity, Confidentiality & Availability of data to be maintained.
8. The solution must have the ability to perform password management functions including: controlled password expirations, forced password change with optional grace logins,

minimum password lengths (eight characters), combination of alphanumeric and special character password standards, minimum number of numeric characters, password history logging, and user lockout from failed login attempts.

9. The solution shall support the exchange of data through secure channels of communication protected by standards such as the SSL protocol. Such facility shall provide support for the following functionality, at a minimum:
10. Authenticity – Authenticate all messages between client and server, confirming the identities of messages/transactions.
11. Secure communication between the user and the portal with SSL and encrypted logon information using algorithms with strong key lengths. The solution must provide for the ability to securely store critical data so that database administrators or any unauthorized users do not have access to items such as transaction information, passwords, user profiles and other critical items.
12. The solution must provide for session settings such as idle or max session time-outs, concurrent sessions and other session control settings.
13. The solution must examine all traffic to all services of the solution and all access attempts to the System or directly to any resource managed/access by the System, should be intercepted by the solution, and examined for authentication and authorization requirements defined for the resource.
14. At the same time, the performance overhead of examining all traffic and performing the authentication and authorization requests should not become the bottleneck in the service delivery process and should not impact on the performance of the solution.
15. Security Monitoring: The solution implemented for System must be capable of comprehensive logging of the transactions and access attempts to the resources/applications through the solution. It should be capable of logging transaction history, unauthorized access attempts, and attempts to login that fail. It should also be capable of notifying appropriate parties of suspicious activity
16. Security- User profiles
 - a. For the first login by a user, the system should prompt the user to change his password
 - b. When a user logs-in, the system should show him the date & time of last login
 - c. The System must restrict user access based on the privileges assigned to the user
 - d. The system should maintain a log of all the activities carried out by a user along with a date and time stamp
 - e. The System must maintain a log of all activities carried out by an administrator
 - f. Other Security Services
 - i. The system should support 128-bit encryption for transmission of the data over the internet
 - ii. Any access to the end users to database should only be via application/portal authorization
 - iii. The solution should comply with ISO27001 standards
17. Application Security
 - a. **Access Control**
 - i. User Authentication
 - ii. User Profile management
 - iii. Transaction Control (Read/Write/Delete)
 - iv. Functional Privilege

b. Transport Layer Security

- i. HTTPS/SSL

c. Code Security

- i. External code review – Tools to be used.

d. Web App Security Aspects

- i. Built for and tested against SQL Injection vulnerabilities (all queries parameterized through Prepared Statement)
- ii. Compliance of OWASP security principles
- iii. Broken Authentication and Session management - Application is HTTPS/SSL enabled, which ensures to mask login credentials and session.

18. Security and Authentication

The system has to be designed to ensure that all the transactions are secure. The identity of bidders participating and their quotations are very sensitive information in the entire auction process. The proposed solution to incorporate extensive security features to help ensure that all activities are logged, no unauthorized person has any access to the data. A sound security policy on the following lines is implemented to ensure security:

- a. Digital signatures in compliance to the IT Act 2000
- b. 128 bit SSL encryption
- c. Audit trail of each activity
- d. Privilege-based user access
- e. Firewall for screening system access
- f. Access control system
- g. Intrusion detection system (network and host)
- h. Periodical third party security audit of system

19. Audit Trail

The system has to be designed so that all the activities, transactions and changes in configuration are logged and a log report is made available to the concerned people. Further, a log to be available of activities at the database level thereby ensuring that a robust audit trail is always available of all activities either at the application level or the database level.

SSL Certificate The solution uses 128 bit SSL Certificate from VeriSign for communication between the browser and the web server. This ensures that all the data is encrypted and cannot be hacked/misused by anyone

- Security Components Component Standards Digital certificate
- X509 v3 Certificate Revocation List
- X509 v2 Communication with external cryptographic modules (such as smart card/hardware token)
- PKCS #11 Implementation of e-Auction
- Storage and transmission of private key and certificate PKCS #12
- Communication with directory services LDAP v3
- X500 Standard for SHA-1 message digest algorithm
- FIPS 180-1 Asymmetric key algorithm
- RSA Hash algorithm SHA-1/ MD5 Symmetric key algorithm 3-DES, DES

20. Security at Application Level

S.No.	Issues	Best Practices to achieve security considerations
1	Authentication	The authentication mechanism of the e-Auction application should ensure that the credentials are submitted on the pages that are server under SSL.
2	Access Control	The application shall enforce proper access control model to ensure that the parameter available to the user cannot be used for launching any attack.
3	Session management	The design should ensure that the session tokens are adequately protected from guessing during an authenticated session.
4	Error handling	The design should ensure that the application does not present user error messages to the outside world which can be used for attacking the application.
5	Input validation	The application may accept input at multiple from external sources, such as users, client applications, and data feeds. It should perform validation checks of the syntactic and semantic validity of the input. It should also check that input data does not violate limitations of underlying or dependent components, particularly string length and character set. All user- supplied fields should be validated at the server side.
6	Application logging and monitoring	Logging should be enabled across all applications in the environment. Log file data is important for incident and trend analysis as well as for auditing purposes. The application should log failed and successful authentication attempts, changes to application data including user accounts, server application errors, and failed and successful access to resources. When writing log data, the application should avoid writing sensitive data to log files.

21. Application Security Issues at Design Level

- The authentication mechanism of the e-Auction application should ensure that the credentials are submitted on the pages that are served under SSL
- The application shall enforce proper access control model to ensure that the parameter available to the user cannot be used for launching any attack.
- The design should ensure that session tokens are adequately protected from guessing during an authenticated session.
- The design should ensure that the application does not present user error messages to the outside world which can be used for attacking the application.
- The application may accept input at multiple points from external sources, such as users, client applications, and data feeds. It should perform validation checks of the syntactic and semantic validity of the input. It should also check that input data does not violate limitations of underlying or dependent components, particularly string length and character set.
- All user-supplied fields should be validated at the server side.

Acceptance

The system should meet the requirements of guidelines issued from time to time by Central Vigilance commission.

1. The software source code shall be evaluated using white box test approach through code review/ inspection process for identifying malicious codes/ Trojan etc.
2. System should be developed in compliance with CVC, IT Act 2000, Amendment 2008, GFR 2005 (GOI), DIT Guidelines and STQC Guidelines strictly complying to the document “Guidelines for compliance to Quality requirements of eProcurement Systems” dated 31.08.2011 published by

STQC Directorate

Department of Information Technology,

Ministry of Communications & Information Technology,

Electronics Niketan, 6 CGO Complex, Lodhi Road,

New Delhi – 110003

Annexure-3: Technical Bid Evaluation Checklist (On bidder's letter head)

Part – A: Authorizations / Undertakings / Declarations

S. No.	Specific Requirements	Documents Required	Page No. (to be filled by bidder)
1.	The Bidder should deposit Tender Fee, RISL Processing Fee and Bid Security Deposit (EMD) along with the Technical bid.	Receipt of online submission	
2.	Tender Form	As given in Annexure 5 on Bidders letterhead	
3.	Bidder's Authorization Certificate	As given in Annexure 6 on Bidders Letterhead	
4.	Self-declaration – No Blacklisting	As given in Annexure 7 on Bidder's Letterhead	
5.	Certificate of Conformity / No deviations/End of Service Support	As given in Annexure 8 on Bidders Letterhead	
6.	Technical Bid Undertaking	As given in Annexure 9 on Bidder's Letter head	
7.	Financial Bid Undertaking	As given in Annexure 10 on Bidders Letterhead	
8.	Declaration by the Bidder regarding Qualification Under Section 7 of the ACT	As given in Annexure 11 on Bidders Letterhead	

Part – B: Eligibility Criteria

S. No.	Basic Requirement	Specific Requirements	Documents Required	Page No. (to be filled by bidder)
1.	Bidder Entity	Joint ventures or Consortiums are NOT allowed to bid or meet the eligibility criterion. Bidder should bid on their own strength and meet all eligibility criteria.	The bidder is required to furnish a self-declaration on letter head.	
2.	Legal Entity	The bidder should be a company registered under Indian Companies Act, 1956 or a partnership firm registered under Partnership Act or a proprietorship firm.	a) Certificates of incorporation b) Registration Certificates	
3.	Turn Over	The Bidder should have aggregate annual turnover of Rs. 3.00 Cr. in last three financial years* or annual turnover of Rs. 1.00 Cr. in any one of last three financial years* . Bidder should have a positive net worth in the last financial year.	Certificate from the Chartered Accountant based on Extracts from the audited Balance sheet and Copy of Profit & Loss Account. Attach CA certificate.	

4.	Bidder's Service Experience	The prospective bidder should have experience in conducting assets auctions amounting to at least 1,000 crore in last three financial years* using the same e-auction software.	Attach relevant client certificates.	
5.	Copyright	The bidder should have the Intellectual Property Rights-IPR and source code of the solution being offered.	Self-declaration on non-judicial stamp paper of Rs. 100/-.	
6.	Certification	The bidder must have valid ISO 27001: 2013 & ISO 9001: 2008 certified & CMMi Level 3 or Higher	The Bidder is required to furnish the copy of valid certification.	
7.	Tax registration	The Bidder should have a registered number of d. VAT/Sales Tax where his business is located e. Income Tax / Pan Number f. Service Tax Number	Copies of relevant(s) Certificates of registration.	
8.	Technical Specifications of Items	The quoted product should fulfil all the technical specification laid in the tender document mentioned in Annexure (Technical Specifications of Items). The Bidder should enclose relevant datasheets, brochures, screenshots, process flow-chart, etc. in support of all the items quoted.	The bidder is required to furnish Make, Model/Part number of the quoted item (if required, JDA will confirm the specifications from the data sheet/ documents available on official website of the OEM) along with screenshots and process flow-chart.	

***Last three financial years** shall be consecutive amongst 2012-13, 2013-14, 2014-2015 & 2015-2016, having audited balance sheet.

**Annexure-4: Pre-Bid Queries Format
(On bidder's letter head)**

Name of the Company/Firm: _____

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

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

Company/Firm Contacts:

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

Query / Clarification Sought:

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

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

Annexure-5: Tender Form (On bidder's letter head)

1. Addressed to:

Name of the Procuring Entity	System Analyst, Jaipur Development Authority
Address	PB-SF-201, Room No. 201, Second Floor, Parking Building, Ram Kishore Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004 (Rajasthan)
Telephone	0141- 2569229
Email	rajesh.saxena@jaipurjda.org (clearly mention the NIB no. in the subject of the mail)

2. Firm Details:

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

3. Deposited Tender Fee, Processing Fee & Bid Security Vide Challan No. _____ Date _____ of online Receipt generated after applying online.

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

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

Annexure-6: Bidder's Authorization Certificate
(On bidder's letter head)

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

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB Reference No. _____ Dated _____.

He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

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

Annexure-7: Self-Declaration – No Blacklisting (On bidder's letter head)

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

In response to the NIB Ref. No. _____ dated _____ for {Project Title} _____, as an Owner/Partner/Director of _____, I/ We hereby declare that presently our Company/ firm _____ or any of our group or associate companies, at the time of bidding, is having unblemished record and is not declared ineligible or has been issued letter for blacklisting for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT or the Procuring Entity.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

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

**Annexure-8: Certificate of Conformity/No Deviation/ End of Service Support
(On bidder's letter head)**

To:

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

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

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

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

Thanking you,

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

Annexure-9: Technical Bid Undertaking (On bidder's letter head)

To:

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

We, the undersigned, declare that:

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

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

Annexure-10: Financial Bid Undertaking (On bidder's letter head)

To:

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

We, the undersigned, declare that:

1. We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.
2. I / We hereby confirm that I / We have bid for **all items** mentioned in the Bill of Material (BOM) / Bill of Quantity.
3. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties.
4. I / We undertake, if our bid is accepted, to deliver the Services in accordance with the delivery schedule specified in the schedule of Requirements.
5. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.
6. I / We agree to abide by this bid for a period of days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
7. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
8. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
9. I/ We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity.
10. We understand that you are not bound to accept the lowest or any bid you may receive.
11. We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

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

**Annexure: 11- Declaration by the Bidder regarding Qualification
Under Section 7 of the ACT
(On bidder's letter head)**

Declaration

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

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

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

Annexure-12: Price Schedule
(Online submission on e-Procurement Portal)

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

Tender Inviting Authority: System Analyst
Name of Work: Procurement of Application Software as product for e-Auction with end-to-end solution

Contract No:											
Bidder Name :											
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)											
Sl. No.	Item Description	Quantity	Item-1: Unit Rate (In Rs.) FOR destination including of all cost and all taxes except Rajasthan VAT but including CST (if applicable) and Service Tax In Figures To be entered by the Bidder Rs. P	Item -1 :VAT Amount (If applicable) and Service Tax In Figures To be entered by the Bidder Rs. P	Item-1: Total (Col. 4+ 5)	Item-2: Auto Calculation 30% of Item No. 1 Unit Cost (Col. 4)	Item-2: Auto Calculation Service Tax Amount @ 15% (If applicable)	Item-2: Total (Col. 7+ 8)	Item-1 & Item-2: TOTAL AMOUNT Without Taxes	Item-1 & Item-2: TOTAL AMOUNT With Taxes	Item-1 & Item-2: TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	9	10 = 4+7	11 = 6+9	12
1.01	Procurement of Application Software/ Platform as end-to-end solution and integration with JDA’s portal for providing e-Auction services	1.0000			0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	INR Zero Only
Total in Figures									0.0000	0.0000	INR Zero Only
Quoted Rate in Words											

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

Annexure-13: Bank Guarantee Format – BID Security Format

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

To:

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

Sir,

1. In accordance with your Notice Inviting Bid for <please specify the project title> vide NIB Reference No.....Dated (Name & full address of the firm) (Hereinafter called the “Bidder”) hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document.
2. It is a condition in the bidding documents that the Bidder has to deposit Bid Security (EMD) amounting to <Rs. (Rupees <in words>)> in respect to the NIB Reference No.....Datedissued by System Analyst [Procuring Entity], PB-SF-201, Room No. 201, Second Floor, Parking Building, Ram Kishore Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004, Rajasthan (hereinafter referred to as “JDA”) by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. 120 days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.
3. And whereas the Bidder desires to furnish a Bank Guarantee for a sum of <Rs. (Rupees <in words>)> to JDA as Bid Security (EMD).
4. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the JDA of the said guaranteed amount without any demur, reservation or recourse.
5. We, the aforesaid bank, further agree that the JDA shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the JDA on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the JDA that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the JDA shall be final and binding on us.
6. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the JDA and it is further declared that it shall not be necessary for the JDA to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the JDA may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
7. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

8. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
9. The right of the JDA to recover the said amount of <Rs. (Rupees <in words>) from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc.
10. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. 120 days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
11. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
12. We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

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

In presence of:

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

- (1)
 (2)

Bank Details :

Name & address of Bank :

Name of contact person of Bank: Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE "The Bank Guarantee shall fulfil the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same.
6. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
7. The contents of Bank Guarantee shall be strictly as per format prescribed by JDA.
8. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.

9. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
10. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:

To:

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

Annexure-14: Bank Guarantee Format – Performance Security (On non-Judicial Stamp Paper)

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

To:

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

1. In consideration of the System Analyst [Procuring Entity] (hereinafter called "JDA") having agreed to exempt M/s(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Order No.....dated for the work(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupeesonly), we(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request ofContractor(s) do hereby undertake to pay to the JDA an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the JDA. Any such demand made on the bank by the JDA shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the JDA and We..... (Indicate the name of Bank), bound ourselves with all directions given by JDA regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We.....(indicate the name of Bank), undertake to pay to the JDA any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of JDA under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the JDA certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We(indicate the name of Bank) further agree with the JDA that the JDA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the JDA against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall

not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the JDA or any indulgence by the JDA to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us..... (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We..... (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the JDA in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the JDA. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for the JDA to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the JDA may have obtained or obtain from the contractor.
10. We..... (indicate the name of Bank) verify that we have a branch at Jaipur.
11. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
12. We hereby confirm that we have the power(s) to issue this guarantee in your favour under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

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

In presence of:

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

(1)

(2)

Bank Details :

Name & address of Bank :

Name of contact person of Bank: Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE “The Bank Guarantee shall fulfil the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same.

6. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
7. The contents of Bank Guarantee shall be strictly as per format prescribed by JDA.
8. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
9. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
10. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:

To:

System Analyst [Procuring Entity]

PB-SF-201, Room No. 201

Second Floor, Parking Building

Ram Kishore Vyas Bhawan

Indira Circle, Jawahar Lal Nehru Marg

Jaipur – 302 004 (Rajasthan)

**Annexure–15: Agreement
(On Non-Judicial Stamp Paper of Rs. 5,000/-)**

Agreement

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

Whereas the procuring Entity invited Bids for Procurement of Application Software as product for e-Auction with end-to-end solution and has accepted a Bid by the Supplier for the sum of (herein after “the Contract Price”).

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

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

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

3. In consideration of the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity for Procurement of Application Software as product for e-Auction with end-to-end solution and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the Procurement of Application Software as product for e-Auction with end-to-end solution and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Performance Security deposited vide dated of amounting to Rs. valid up-to

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

For the Supplier

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

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

Name
Designation
Address :

Annexure-16: Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

FORM No. 1**[See rule 83]****Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012**

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

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

_____(Supported by an affidavit)
7. Prayer:

Place : _____

Date : _____

Appellant's Signature