

# **Request for Proposal**

Selection of implementation Vendor for Modernization and Upgradation of IGRS CARD Application (Stabilize, Design, Develop, Integrate and Maintain the application for the transformation of the Registration Process for IGRS Department, Govt of Andhra Pradesh).

**(November 2022)** 

Issued by

# **RTGS**

Block 1 Secretariat, Velagapudi, Guntur Dist. Andhra Pradesh

# **Bid Data Sheet**

1.	RFP Reference No.	AP/RTGS/IGRS/CARD/RFP/22		
2.	RFP Subject	Selection of Implementation Vendor for Modernization and Upgradation of IGRS CARD application (Stabilize, Design, Develop, Integrate and Maintain the application for transformation of the Registration Process for IGRS Department, Govt of Andhra Pradesh)		
3.	Tender Inviting Authority	Real Time Governance Society, Block 1, A.P. Secretariat, Velagapudi, Andhra Pradesh, India		
4.	User Department Name	Registration & Stamps Department, Andhra Pradesh Govt.		
5.	Place of Work	Vijayawada		
6.	Contact Person	DIG (CARD)		
7.	Bid submission start date	8 <sup>th</sup> Nov 2022		
8.	Pre-bid conference (Date, Time)	14 <sup>th</sup> Nov 2022,11.00 AM		
9.	Last date for Receipt of Pre- bid queries	15 <sup>th</sup> Nov 2022,11:00 AM		
10.	Pre-bid queries clarifications Issue Date	16 <sup>th</sup> Nov 2022,05:00 PM		
11.	Bid closing date/time	22 <sup>nd</sup> Nov 2022 04:00 pm		
12.	Bid opening date/time	22 <sup>nd</sup> Nov 2022 04:30 pm		
13.	Selection criteria	Based on Technical evaluation		
14.	Bid document can be downloaded from	apeprocurement.gov.in		
15.	Bid Document Fee	Not Applicable		
16.	Bank Account Details for online transfer	Not Applicable		
17.	Mode of bid submission	Online through eProcurement Portal only		
18.	Technical Demonstration	Not Applicable		
19.	Address for submission of bids	Online		
20.	Earnest Money Deposit (EMD)	Rs, 5,00,000 (Five lakhs only)		
21.	Acceptable EMD Payment Modes	Online through eProcurement Portal only		
22.	Bid validity period	90 days		
23.	Acceptable Banks for EMD BG / PBGs	-		
24.	EMD BG in favor of	-		
25.	Contract period	2 Years		
26.	Contract signing authority	Commissioner and Inspector General – Registrations and Stamps		

27.	Period for furnishing	7 days from the date of receipt of contract award letter		
20	performance security			
28.	Contract Signing Date	Within 10 days from the date of issue of award letter		
29.	Performance Security Value	3% of bid value		
30.	Performance Security validity period	2 Years 6 months		
31.	PBG in favor of	The Contract signing authority		
32.	Conditional bids	Not acceptable and liable for rejection.		
33.	Transaction Fee (Non-Refundable)	<ul> <li>0.03% (plus 18% GST) with max cap of</li> <li>Rs.10,000 + 18% GST (if quoted value is between 3.4 Crores to 50 Crores)</li> <li>Rs.25,000 + 18% GST (if quoted value is above 50 Crores)</li> </ul>		
34.	Corpus Fund	<ul> <li>0.04% from L1 bidder (only if awarded value is more than 10 Lakhs) with max cap of</li> <li>Rs.10,000 (if awarded value is between 4 Crores to 50 Crores)</li> <li>Rs.25,000 (if awarded value is above 50 Crores)</li> </ul>		
35.	Procedure for document submission	The bidder shall submit his documents to the tender on e-procurement platform at https://tender.apeprocurement.gov.in by following the procedure given below:  1. The bidder would be required to registeron the e-procurement market place https://tender.apeprocurement.gov.in.  The bidders shall submit their eligibility and qualification documents, technical bid, Financial bid in the online standard formats displayed in e-procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/ technical bids and other certificate/documents in the e-procurement web site. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the submission of documents as per the tender notice.  Tender Document:  The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender document and seek clarification for any doubt from the Tender Inviting		

		Authority. Any offline submission of the tender document shall not be considered.  The bidder must keep track of any changes by viewing the addendum / Corrigenda issued by the Tender Inviting Authority on time-to- time basis in the e-procurement platform. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.	
36.	Registration with e- procurement platform:	For registration and online submission, bidders may contact Help Desk of e-procurement platform, <a href="https://tender.apeprocurement.gov.in">https://tender.apeprocurement.gov.in</a> .	
37.	Digital Certificate authentication: -	The bidder shall authenticate with his Digital Certificate for submitting the documents electronically on e-procurement platform and the documents not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform.  For obtaining Digital Signature Certificate, you may please contact Registration Authorities of any Certifying Authority in India. The Lists of CAs are available by clicking the link <a href="https://tender.apeprocurement.gov.in/digital-signature.html#">https://tender.apeprocurement.gov.in/digital-signature.html#</a>	
38.	Deactivation of Bidders:	The bidders found defaulting in submission of eligible documents online will not be accepted by the AP e-Procurement platform.	
39.	Online Submission Acknowledgement	The bidder should complete all the processes and steps required for online submission. The system will generate an acknowledgement with unique submission number after completing all the prescribed steps and processes by the bidder. Users may also note that for which an acknowledgement is not generated by the e-procurement system are treated as invalid or not saved in the system. Such invalid submissions are not made available to the Tender Inviting Authority for processing the bids. The Government of AP and RTGS are not responsible for incomplete bid submission by users.	

40.	General Terms and	Other terms and conditions as embodied in the Tender
	Conditions	Documents.
41.	Reverse Auction	Applicable

Selection of Implementation Vendor for Modernization and Upgradation of IGRS CARD Application (Stabilize, Design, Develop, Integrate and Maintain the application for transformation of the Registration Process) for IGRS Department, Govt of Andhra Pradesh

#### Introduction

The Registration and Stamps Department is age old department functioning way back from the year 1864. The objective of the Department is to record and make available to the public to the registered documents. Registration of a document is a notice to the public by way of definite recorded information, to the world at large to enable public to verify the records and enquire therefrom the right, title and obligations if any on any immovable property. Further the Department is acting as a "Royal record keeper", by preserving age old records and providing copies of the records held by it to provide as proof of genuineness in the Court of Law.

**IGRS Department** Andhra Pradesh is primarily responsible for Registration of Documents (Testamentary & non-Testamentary) by administering Registration Act & Stamp Act. The Government of A.P as part of its vision to provide Good Governance to its citizens, initiated steps to harness the potential of IT to provide integrated services to the citizens by deploying the tools of Information and Commutations Technology (ICT) to enhance Quality, Transparency, Convenience, Certainty and Accountability in providing such services. IGRS has setup CARD 1.0 application as to give operational support to the Department.

#### 1. CARD 1.0 APPLICATION, ISSUES and CHALLENGES

IGRS has an application named CARD for online Registration of various types of documents, Following are the core services provided by the Department to Citizens of Andhra Pradesh,

- 1. Registration of Documents
- 2. Market Value Certificate
- 3. Encumbrance Certificate
- 4. Copy after Registration
- 5. Stamp Duty and Fee calculator
- 6. Deed details of Registration Document
- 7. Stock position of Stamps
- 8. Prohibited Properties
- 9. Public Data Entry and Document Creation
- 10. Search of GPA
- 11. Find SR for Registration
- 12. Document Templates
- 13. Integrated property Search
- 14. Issue of Certified Copies
- 15. Issue of Suit Value Certificates
- 16. Enforcement of Prohibition on transfer of prohibited properties

The Present version of the CARD needs an update and the following challenges were identified.

- 1. Monolithic Architecture with tightly coupled internal layers
- 2. Use of old technologies which are deprecated and have limitations for major enhancements
- 3. Security Modernization is required according to current and future needs.
- 4. System availability Challenges

5. Application enhancement challenges, Infrastructure challenges, and Performance challenges – Application Development is continuing with Old forms and Old technologies, which are not supporting upgrades for better performance and interoperability, across all databases and for better integration resulted in performance issues of application in SR offices and delayed delivery of web services to the citizen through a web portal and to some extent Meeseva services.

Following are the few challenges identified,

- Application performance issues
- System scalability and high availability Improvements
- Code, JVM, and Memory utilization Improvements
- Support and Maintenance Improvements
- Application Infrastructure (WebLogic Server & OHS Optimization, Oracle forms optimization) Improvements.
- Registration process simplification and improve the citizen experience at SRO's.
- Multichannel improvements for the registration services.
- Database Deployment strategy to cater the different applications.
- Infrastructure Improvements to meet current and future needs.
- Database infrastructure, Database Query Optimization.
- 6. Registration services are going to be launched in all 15,000 VSWS locations, to improve high availability, Scalability to VSWS level and with an increased number of resources and should scale up to 15000 users.
- 7. Improvement in Support and Maintenance
- 8. In order to stabilize the current system, the selected service provider should support on CARD 1.0.

The following are some of the high-level stabilization tasks

- Implement SLA-based Managed Service Support Process
- Monitoring and alert frameworks
- Collect, Draft and Archive all Application, Integration, Deployment, DB Architecture documents.
- Define and Improve the production operations.
- Define and Improve 'build and deployment' strategy.
- Improve the security and audit frameworks
- Recommend any additional required tools, processes and frameworks
- Review and recommend the DR strategy.

#### 2 SCOPEOF WORK (CARD 2.0)

IGRS Department decided to address the current challenges and to provide better services to the citizens of Andhra Pradesh and planned to build a new application named CARD 2.0 with the extended functionality at all levels to meet the future needs. The below features/Service level Improvements/ Technology Improvements needs to be considered based on current CARD 1.0 challenges while building the CARD 2.0

- 1. Easy access to Services which eliminates the dependence
- 2. Demystify the process
- 3. Quick disposal of services

Note: Aadhaar Vault integration may be considered

## a) Service Level Improvements in CARD 2.0:

The Proposed Solution should consider,

- 1. The intended approach to leveraging microservices to modernize the application and deploying them on a scalable architecture over a private network.
- 2. The intended approach to leverage the services of Cloud Native Technologies, IGRS prefers Oracle Cloud infrastructure due to the current use of Oracle products (Database, Load balancer and Application servers etc.,)
- 3. Must have complete use of Cache Management to bring out the performance of the application to meet future needs of CARD application.
- 4. Make use of modern technologies like Micro frontend frameworks for simple use to the citizens and department users in a web-oriented presentation layer.
- 5. Should Integrate with the other departments through API's
- 6. Should Identify and authenticate the persons through Aadhar
- 7. Should adhere standard Application Authorization process defined by the IGRS Department
- 8. Should have automated Monitoring and Alerts to the System
- 9. Grievance redressal system to raise the software and Application issues
- 10. Digital Signing Of Single / Bulk Documents with biometric authentication making the evidence stronger.
- 11. WEBLAND Integration,
  - To prevent the Fraudulent cases for rural properties
- 12. Auto mutation for proper title transfer
- 13. CDMA&DTCP integration
  - To prevent the Fraudulent cases for Urban properties
  - To prevent unauthorized layout registrations
- 14. CFMS integration of challan payments to ensure proper payments
  - Display of amounts remitted head of account wise
  - Display of remitters name
  - Automatic defacing of challan once it is used for document.
- 15. Should have Document Management System
- 16. Module to comply with court stay orders
- 17. Module to implement court orders on Transfers and Sale
- 18. Should have Other Services (Hindu Marriage Registration, Special Marriage Registration, Notary, E-Chits, Firm & Society Registrations)
- 19. Should have MIS Reports
- 20. Monitoring and Alerts to the System Developers and Maintenance team, currently it is a manual process. We recommend this process should be automated in all areas.
- 21. Any other features determined by IGRS
- 22. Post-implementation Application support for 1 year, with high availability

#### b) Recommended Technical Solution in CARD 2.0:

- 1. Microservices Architecture and scalable solution on cloud
- 2. Resiliency
  - a. Ability to recover and restart from point of failure
  - b. Zero Data Loss

- c. Reliable and consistent outcomes
- 3. Availability and Scalability
  - a. Highly Available and Fault tolerant
  - b. Horizontal Scaling
  - c. Elastic Stability
  - d. Hold Large Volume of Data
  - e. Setup Monitoring Dashboards
  - f. Setup alert framework

#### 4. Security

- a. Zero Trust Security
- b. Authentication and Authorization
- c. IAM Policy, Role based security (Identity, Access Management Policy)
- d. Auditing
- e. Security at Rest and transport
- 5. Modernization of Technologies
- 6. Log Management and Aggregation
- 7. Managing the storage buckets forall the registered and other documents
- 8. Maintenance Support
- 9. Install monitoring tools and monitor health dashboards
- 10. Application architecture should support a disaster recovery model
- 11. Proper Infrastructure configuration guidance and suggestions to the IGRS department.
- 12. Performance with low latency of event processing with high throughput
- 13. Build DevOps culture to the application life cycle (Dev Ops- Development and Operations Culture)
- 14. Proper use of industry standards.

#### c) Database Management:

After understanding current challenges, we would like the service provider to use Oracle Cloud-provided Database services because our current echo system is built on the Oracle technology stack. The service provider should design and develop from the ground up to have below critical characteristics,

- Digital Transformation strategy for Cloud readiness
- Consistency and reliability
- Highly scalable and resilient
- Data Migration Strategy onto the new platform
- Operational simplicity
- Flexible development
- Uncompromising security
- Back Up and Disaster Recovery strategy
- Encrypted Data Storage for sensitive information
- Database Design flexibility to adopt new business requirements across all platforms
- Ability to define and adopt business rules and processes into the Enterprise Architecture
- The solution should be catered to multiple channels (Mobiles and Web Browsers)
- Incorporate any other functional & technical requirements that might arrive during the discovery phase

As part of the cloud adoption strategy, IGRS Department will reuse the current Oracle licenses on the cloud.

#### d) Network Management:

As part of the System recommendation, below are the services that should consider during network configuration,

- 1. Define and Deploy Network Architecture to optimize the traffic flow with required security firewalls and other components
- 2. Setup required network tunnels and other components from on-premise to cloud during migration phase without any interruption
- **3.** Incorporate any other functional & technical requirements that might arrive during the discovery phase.

Below are a few recommendations from IGRS Department to Service Provider,

- 1. Establish Non-overlapping Private Network Ranges across private environments.
- 2. Proper Sizing Created a virtual network to allow for expansion
- 3. Establish fault-tolerant and high-availability connections for public workload
- 4. Network level isolation between web, application, and database tiers.
- 5. Private or dedicated access from govt offices to the application using a private network
- 6. Secured network access to the application using encrypted links over the public internet
- 7. Load balancing across multiple application nodes for performance and availability.
- 8. Any other determined by IGRS and the service provider

Kindly note that, Service provider should provide a detailed network architecture and migration plan.

# e) Security Management:

Service provider should look into core security strategy, security architecture and submit to IGRS Department to meet the current and future needs. There should be a complete signoff process will be applicable for below scenarios.

#### *Key Security Considerations at the User level (1):*

- a. User authentication to be performed using Biometric mechanism (Use Aadhaar vault feature for document signing) (only for successful Service provider's staff at SR/VSWS)
- b. Role based access to the services, transactions, and data
- c. Digital Certificate to be used for submission of applications and signing the Documents

#### *Key Security Considerations at the Network/ Transport level (2):*

- a. Network Link Encryption (IPSEC)
- b. Encrypted HTTP session using SSL (HTTPS)

#### *Key Security Considerations at the Application& Database level (3):*

- a. Secure storage of user credentials
- b. Firewall to filter unauthorized sessions/traffic
- c. Intrusion Prevention System to detect/prevent unauthorized activities/sessions
- d. Server –to-server communication encryption
- e. Secured/encrypted storage of data/ data elements in the Database & DB Backups
- f. Comprehensive logging & audit trail of sessions and transactions

#### **Security Requirements**

The information assets and operations of system will be governed by a well-defined Information

System Security policy and the SERVICE PROVIDER will have to always adhere to them during the currency of contract to ensure availability, confidentiality, and integrity of the system.

An information system security policy has been defined for IGRS Department which is meant to govern the functioning of system. However, the SERVICE PROVIDER will be required to assess the policy document and recommend suitable improvements to achieve the objectives in a better way.

To achieve the objective of Information system security policy the following information security processes will have to be considered:

<u>Identification</u> – the process of distinguishing one user from all others.

<u>Authentication</u> – the process of identifying the identity of the user.

<u>Authorization and Access control</u> – the means of establishing and enforcing user rights and privileges.

Administration – the functions required to establish, manage, and maintain security.

<u>Audit</u> – the process of reviewing and monitoring activities that enables the reconstruction and examination of events to determine if proper procedures have been followed for all the above.

The above section describes important aspects of the policy which must be treated as the minimum-security requirements for system. Any Other security processes determined by IGRS needs to consider.

#### f) Cloud Deployment Model

Infrastructure with enterprise grade SLAs with an assurance of uptime of 99.95%. Along with mentioned deployment model, Bidders should also consider and present optimal Cloud Deployment model (Private Cloud) and suggest Cloud based data center deployment model by keeping following design strategies.

The following are the criteria for cloud environment selection

- Cloud Service Provider should have two data centers in India with a minimum distance of 500km between them and it should be in two different Seismic zones.
- The bidder should be in Gartner's Magic Quadrant for technologies used in the datacenter including Infrastructure as a service and Platform as Services like Database, Data Warehouse, Analytics, Integration, chatbots etc.
- Cloud Service Provider should have ISO 27001/17/18 privacy information management certification
- Cloud Service Provider should have BYOL (Boot Strap Your Own Latent) option to use existing database licenses hosted on-premises
- Should be a Hyperscale Cloud Environment with flexible compute shapes and should have a Network Isolation feature
- Enterprise grade SLAs with an assured uptime of 99.95%, SLA measured at the VM level and SLA measured at the Storage level Cloud Provider who doesn't charge for Fault Domain and Non-Availability domains
- Inbound and outbound transfer don't charge when a past connect is used and no additional charges for VPN connections.
- SLA Management (End to End Cloud Infra SLA Management with availability 99.99 + (IOPS + network)
- Service Provider should be 2nd generation provider Cloud Service Provider should be MEITY empaneled.
- Billing should be same across regions; Services should be hired on pay per use model where usage of cloud services is metered against cloud credits
- Cloud Service Provider should provide 40+ cloud regions and more than 80+ services

- Cloud Service Provider should provide 10TB outbound data transfer per month without additional cost.
- Cloud Security provider who uses cloud guard, Security Zones, Vulnerability Scanning, WAS and Key Management
- Cloud Service Provider provide should have 80+ compliance programs.
- Cloud Service Provider OEM Should have minimum 10 Services into Gartner's Quadrant
- Cloud Service Provider should be able to provide latest generation Intel and AMD processor released after 2019. It should enable customer to select customized flexible shapes (in increment of 2 CPU for compute & 1 GB for memory) to configure CPU and memory independently based on the application requirement. Cloud Service Provider should also be able to provide per hour billing for compute instances
- Auto scaling of computing based on metrics (CPU & memory) & time/schedule based to align with business demand like month-end peak, quarterly & annual peaks
- Flexible custom shape to enable the number of vCPU's/RAM (e.g. vCPU 2,4,6,8,10,12,14 etc) that will be needed as per business workloads
- The Cloud service should support containers, including Docker and/or other containerization platforms and should offer Manager Kubernetes as a service.
- Network environments and virtual instances shall be designed and configured to restrict and monitor traffic between trusted and untrusted connections
- A cloud-native style Microservices, API, Containers, Event Streams, and Distributed Data Management with eventual consistency style data persistence for integrity.

The Key design consideration for this cloud deployment architecture is

- Performance with low latency of event processing with high throughput
- Resiliency
  - o Ability to recover and restart from point of failure
  - o Zero Data Loss
  - Reliable and consistent outcomes
- Availability and Scalability
  - o Highly Available and Fault tolerant
  - o Horizontal Scaling
  - o Elastic Stability
  - o Hold Large Volume of Data
- Security
  - Zero Trust Security
  - o Authentication and Authorization
  - Auditing
  - Security at Rest and transport
- DevOps Implementation Strategy
  - o Enforce policy and governance
  - Automate your DevOps process and tools
  - o Perform comprehensive discovery
  - o Conduct vulnerability Management
  - o Secure access with DevOps secret Management
  - o Control, Monitor, and Audit access with privileged access Management
  - Segment Networks

• Any other determined by IGRS

# **3 DESIGN REQUIREMENTS**

The key design requirements for deriving functional requirements are presented below:

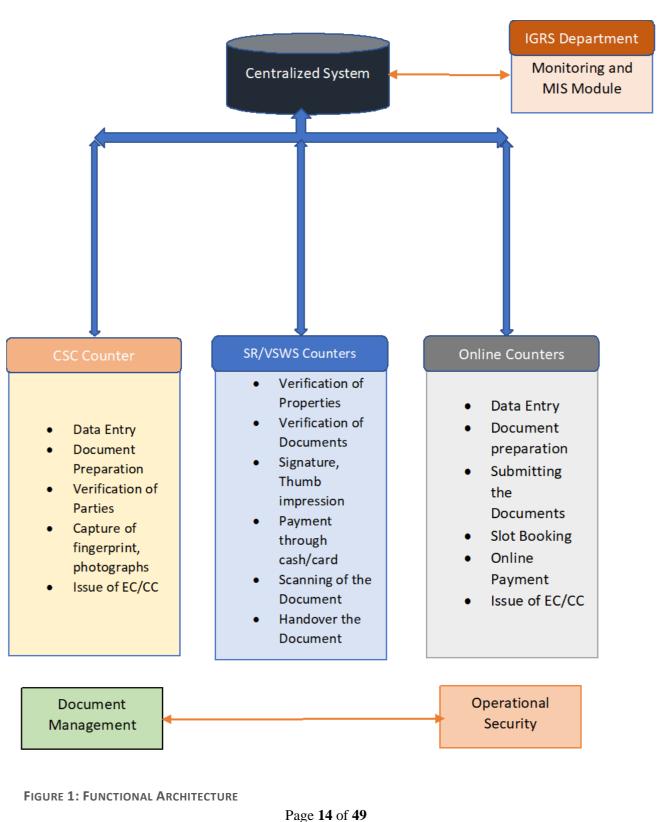
# **Key Design Requirements**

Requirement	Explanation
Centralized IT System	Centralized IT System has been proposed, wherein all the SROs/VSWS Centers and other Citizen Service Centers like CSC can access a unified control panel or dashboard. All the applicant details, attachments etc. will be stored in the central database, which can be accessed by different stakeholders based on their needs.
Single View of Citizen Identity	The proposed solution shall provide a single, complete, and centralized view of all citizens biographic and identity related data, to all the modules of the system, with a consistent means of accessing it at all times.  The single view of citizen identity is to be achieved by integration with the Aadhaar database, through Aadhaar Vault.
Connectivity between SROs/VSWS Office and Data Centre	Since there is considerable delay in the overall process, arising out of physical transmission of applications, it has been suggested that a linkage between the SROs/VSWS system and a designated point at the Data Centre where the application is hosted should be established. This would enable e-transfer of applications and the entire processing of application can be received electronically.
Online filling of form and e- Form	Applicant can fill up and apply his/ her application form online. Also, an option of a downloadable form is available wherein it can be downloaded, filled offline and later uploaded. This would reduce the need for offline presence of the applicant.
First-In-First-Out (FIFO) system	The envisaged system will ensure a system of First-In-First-Out (FIFO), wherein an application should not be taken up till the requisite action has been taken for the previous one in the same queue and shall be followed at SROs/VSWS for their respective processes This is in order to bring transparency in the overall system.
Creation of MIS Dashboard at the SROs/VSWS and IGRS Department using the Centralized system	The system shall provide a DSS (Decision Support System) facility for IGRS Department to view the status of all the SROs/VSWS. The system shall provide MIS which will provide status of the tendencies and violation of SLAs across the SROs/VSWS offices and other reports specified in the RFP.

**TABLE 1: KEY DESIGN REQUIREMENTS** 

#### **Functional Architecture**

The figure below provides a top-view of the proposed functional architecture of the Registration of document system, distinctly identifying different layers, levels and interfaces required for enabling the service initiation, processing and completion



The salient features of the Functional Architecture are described below:

- SROs/VSWS shall provide services covering ALL the front-end processes identified above.
- There will be a set of counters who will cater to all the front-end processes EXECPT document verification, indexing, and registration.
- There will be a set of counters staffed by Government personnel (termed as Government Counters) who will cater to these front-end government processes viz. document verification, Endorsement and Registration of document itself.
- Reception counters will be set up at each SROs/VSWS to provide general enquiry and application form distribution service.
- The set of counters (termed as additional counters) who will process the miscellaneous services of the registration department other than registration of document such as EC, CC and Marriage registration. The services would be delivered across the counter.
- A set of Token issuance counters will be provided at each SR/VSWS office for issuing tokens to applicants (fresh token to walk-in applicants and confirmation token to applicants with appointment)
- Each SR/VSWS will have a PRO (Government officer) who will be the overall operations manager of SR/VSWS and will also provide grievance redressal to applicants.
- Application submission, document upload (optional), and appointment scheduling services will also be provided online through the portal.
- The system will be centrally hosted at a Data Centre (DC) located at Andhra Pradesh Capital, which will be the hub of all applications and transactions; it should be possible to install any new application or enhanced version of an existing application on the application server at the Data centre and make it available to all user sites instantaneously.
- The complete database of transactions will be maintained at the DC.
- There will be a fully equipped Disaster Recovery Centre (DRC) to share the load of DC on a regular basis. In effect each of DC and DRC will act as a fallback system for the other.
- There will be a central Call Centre facility for providing related enquiry, application status tracking and grievance handling services.
- The system should be scalable, secure, reliable and manageable as required and specified in this RFP.
- SMS integration for providing upgrades.

User groups for system

Users	Description	Access Channel
Citizens	Citizens will be able to avail the services through multiple channels, as per their convenience, like Internet, Centres and other CSCs.	Secured online access
Centres (SR/VSWSs)	The SR/VSWSs shall act as the physical service delivery centres for the citizens, a one-stop shop for providing all information services as well as for doing application submission, information capture, and document verification related tasks. Applications submitted at SR/VSWS shall also be granted there itself and then sent for printing at the Back office.	Secured online access
Sub	Sub-registrars would be available at	Secured online access

Users	Description	Access Channel
Registrars	SR/VSWS's, and they would be residing separately across Government counters for processing the applications received through SR/VSWSs (and other CSCs). The back offices would be part of the SR/VSWSs and shall facilitate processing of Registration documents.	
IGRS Department	Performance review & monitoring	Secured online access
Other CSCs	The CSCs shall have access to portal for submission of applications received from the citizens.	Secured online access

**TABLE 2: USER GROUPS FOR SYSTEM** 

#### **Workflow Management System**

The proposed system shall provide the standard functionality of a workflow application. The delivery of the services to citizens requires the assigning and tracking of the tasks to the various entities in SR/VSWS. Some of the roles envisaged in the system are:

Service Provider: Data entry, fee payment, capturing of digital photograph, signature and fingerprints.

Sub Registrar: Verification of documents of the applicant against the originals and Registration of the document.

PRO: Grievance handling, overall monitoring of the SR/VSWS

#### **MIS Reports**

The list of reports described in this section is indicative and it will have to be finalized during SRS. Also, in addition to the reports that are identified in the RFP, it must be appreciated that so far as a particular data is available in the system it should be possible to get a report on that for the sake of helping IGRS Department or its designated agencies in analysis and/or decision making.

System must enable generation of following MIS reports for the Officer, for any specified period.

- Number of applications submitted online: Service wise
  - Submission of application form
  - o Submission of Application form and uploading of documents
  - o Payment of application fee online (provisional feature)
- Number of applications received at SR/VSWSs: Service wise and Centre wise.
- Number of applications registered
- Number of applications granted by the grievance handling officer
- Number and list of applications rejected along with the reasons for rejection
- Number of applications processed where service is provided over the counter

System must enable generation of following MIS reports for the IGRS Department

• Number of applications received at each SR/VSWS (including applications received through Online channel, and others

- Number of applications pending at each of the SR/VSWS
- No. of grievances/ actions taken

# **Technical Architecture & Requirement**

The technology architecture prescribed in the RFP is the minimum recommended architecture. However, the bidder shall upgrade the architecture to meet the SLAs, if necessary. Bidder shall take IGRS Department's approval on any change in the architecture before its implementation.

The following paragraphs explain the architecture of the system, including key components and the interfaces with the internal/external systems for enabling the service initiation, processing and completion. The key components of System include Front Office (FO) system, and Back Office (BO) systems.

It is important to note that all the two main blocks i.e., Front Office system, and Back Office system must be implemented as two physically and logically separate components without any sharing of resources and without any virtualization.

Following describes the main blocks of the System as depicted above. The later sections of the RFP provide the detailed specifications and requirements related to these blocks.

#### Front Office (FO) system

The Front Office (FO) portal is the user interface and delivery channel for providing access to the services to the citizens. The FO portal also facilitates delivery of services to citizens through Centres (SR/VSWSs). The transactions initiated by citizens and operators in Centres are routed to the Back Office system through a secured and reliable messaging infrastructure i.e., e-Highway, a component of e-Pragati Core package.

#### **Back Office (BO) System**

Back Office (BO) System provides the user interface to the IGRS department users, and Government employees in SR/VSWSs for processing the transactions submitted through the service delivery channels. The Back Office system hosts the secured repository of processed registration documents of the citizens.

#### **Solution Deployment Architecture**

The presence of the offices is spread across all the districts in the state of Andhra Pradesh and the services of the System being proposed need to be available for the employees/ users at the, and citizens across the state. The Registration document processes are proposed to be performed at the SR/VSWS's which together make, with the provision for adding several SR/VSWS's in future depending upon workloads and performance.

#### **Key Design Considerations**

The deployment architecture to be adopted for System was finalized after deliberating upon the following key design considerations:

#### a. Scalability

Over the years Registration of property document volumes have been increasing at a rapid pace and there is every indication about further increase in the demand for Registration of documents. Around 25 lakh Registration of documents were processed in 2021 alone and historical data suggest a growth in this figure at the rate of 10% per year. Some Registration Offices are currently processing more than 100 applications per day.

With such large volume of transactions wherein each transaction payload can average up to 500 Kb coupled with this kind of growth in data, the system architecture has to be very scalable in order to continue offering services at their desired service levels.

#### b. Performance

It is the prime requirement of the proposed system. However, there are many factors that may affect the performance, two important ones being transaction volume and transaction payload. Moreover, under the proposed system all processes will be executed online through a portal-based application which will facilitate application submission, interlinkage with other applications to fetch data (WEBLAND, CDMA, AADHAAR etc.,), and retrieving the archived documents. With such large volume of transactions, executed simultaneously by multiple entities like online citizens, SR/VSWSs, CSCs, performance can be affected if sufficient capacities are not provided at all the levels of the solution (network, server capacity, application design, storage, and others).

# c. Availability

Under the new scheme of business processes, it is proposed to process the Registration document within same working day. Thus, availability becomes very critical to ensure meeting such service levels on a sustained basis. Therefore, the system must be designed and built in a manner that provides for maximum possible availability.

#### d. Security

Registration document is an important document both for the Government as well as the Registration document holder i.e., the citizen. Any compromise at the stage of issuing a registration document can have very serious implications. So, every care must be taken both in the design of Registration document and Registration document issuing/printing system. The security architecture proposed for the issuance/printing system has to ensure complete authenticity and integrity of data and transactions.

#### e. Manageability

The system is required to cater to stakeholders across the state accessing it from multiple points and through multiple channels. Hence the manageability of this system is essential to ensure effective monitoring and timely resolution of any issues surrounding performance, availability, and security of systems.

#### **Solution Deployment Best Practices**

The Key design consideration/ Best Practices for this cloud deployment architecture is,

- Security and Compliance: Secure and protect the system and information assets in the cloud
- Reliability and Resilience: Build reliable applications by architecting resilient cloud infrastructure.
- Performance and Cost Optimization: Utilize infrastructure resources efficiently and derive the best performance at the lower cost.
- Operational Efficiency: Operate and monitor applications and infrastructure resources to maximize the business value.

#### **Training and user Manual**

- IGRS requires User Manual, in .pdf as well as Video format for all workflows.
- Each user manual will be tailored for the different roles such as verifier, approver, document issuer, etc
- The vendor, after preparing the user manuals will conduct two 'Train the Trainer' sessions for staff identified and nominated by the department.

#### **Cloud Data Centre**

The infrastructure specifications requirements emanate out of the broad architectural principles and functional requirements described in this RFP and based on the architecture of similar Citizen Service Projects implemented successfully elsewhere, allowing for advancements in technology.

- i. IGRS/ITE&C Department shall provide cloud account for the DC and SERVICE PROVIDER will be required to plan and configure infrastructure using licenses provided by IGRS department for the project and make it 'up and running'. The bidders must give a detailed infrastructure plan as to how they envisage DC requirements to ensure adherence to system requirements.
- ii. A technical infrastructure audit from the perspective of deployment of Infrastructure at the Cloud Data Centre shall be conducted by IGRS Department or by its appointed agency. This shall form part of the certification process that IGRS Department intends to put in place.

The following is an indicative list of various servers/ systems/ components (in terms of functionality required of them) that must be provided on the Cloud Data Centre. The assessment about the number, capacity, and licenses for each of them will have to be done by the bidder keeping in view all the requirements detailed in this RFP. Also, during SRS and requirements analysis stage the SERVICE PROVIDER will have to make a realistic assessment in consultation with IGRS Department before finalizing this.

# **Application, Security, Storage & Network Hardware:**

- Web Server / Portal Server
- Directory Server
- Application Server
- Collaboration/communication server
- Database Server
- Integration Server
- Enterprise Management System
- Firewall System
- Network Intrusion Prevention System
- Network Management Server

#### **Software:**

- Directory Server
- Database server
- Application server
- Collaboration suite
- Enterprise Management system
- Back-up system
- BI/reporting tool

There shall be no compromise with respect to functionality and performance expected of each of the above components and appropriate care must be exercised, while finalizing the device/component specifications and drawing up the final BOM, about scalability, security, performance, availability, and manageability. One more factor to be taken care of here would be the compatibility of all these components with each other and with respect to the overall solution deployment.

## Disaster Recovery as a Service (DRaaS)

Like DC, the bidder should also consider **DRaaS** as per IGRS Department requirement and IGRS has to only provide the infrastructure and SERVICE PROVIDER will take care of connectivity to **DRaaS**. In terms of capability the **DRaaS** is expected to be an exact replica of current DC acting as an identical system running in parallel to DC. Each of the DC and **DRaaS** shall be equipped to the extent of 80% of the full capacity required to handle all the related transactions as defined in the RFP and shall run on an active-active & load-balanced mode whereby each one acts as a fallback in case of failure of the other with no time elapsed in shift-over.

#### **Design Implications**

- Requires high performing, scalable and secure data centre infrastructure.
- Requires reliable connectivity from all locations to the central DC
- Allows an easier and faster National level search for identification and verification
- Ease of Software and Systems Management (version control, upgrades, distribution)
- Efficient IT and Non IT Resource Utilization
- Easier and more effective Operations & Maintenance
- High bandwidth requirements to ensure desired performance
- Sufficient redundancies to be built for every key component/ utility

Security Architecture and Requirements: As defined in Security Management Section(e)

#### 4 ROLES & RESPONSIBILITIES OF VARIOUS KEY STAKEHOLDERS

## A. The bidder(Service provider):

- The successful bidder should design, develop, test and deploy the CARD 2.0 Application.
- The successful bidder should ensure that enough manpower or resources are available for the implementation of the Scope of Work as defined in the RFP.
- The successful bidder should ensure to stabilize the application after Go-Live
- The successful bidder should ensure to provide the required technical documentation to the IGRS Department.
- The successful bidder should consider the recommendations on the Business processes, Technology determined by the IGRS Department

The successful bidder shall understand the scope of the work.

- 1. The successful bidder shall enter into agreement duly submitting the performance guarantee.
- 2. The successful bidder shall submit NDA (Non-Disclosure Agreement).
- 3. The successful bidder shall provide software and manpower for successful completion of project within the specified timelines as mentioned in the RFP.
- 4. The successful bidder shall implement the project with his own men and material by developing required software and also insuring all men, machines and material against all risks and produce the completion reports of installation from time to time to Stake Holders.
- 5. The successful bidder shall provide Backup of data from time to time and also shall provide compliance report.
- 6. The successful bidder should make sure the safety of data and in case of any breach with the data stored, the successful bidder will inform the Stake holders as early as possible

- 7. Handing over the deliverables at the end of completion of each milestone.
- 8. Submission of weekly status/progress report to IGRS.

### B. RTGS

RTGS will appoint a nodal officer to answer any queries from the potential bidders after the bid has been opened up.

RTGS will issue addendums and corrections to RFP as needed.

RTGS will review all bid submissions from vendors and verify for compliance with bid terms and conditions.

RTGS will invite authorized representatives to the bid opening.

RTGS will set up a bid evaluation committee and communicate the results to the bidders.

The pre-bid guarantee will be returned to the unqualified bidders.

RTGS will negotiate and facilitate the signing of the contract between the vendor and IGRS department

RTGS will assist IGRS department in the review of the deliverables and communicating their feedback to the vendor.

# C. Commissioner Inspector General of Registration and Stamps Department

- 1. Signoff of all Business Processes, Technical Architecture, Designs, Wireframes, and Documentation.
- 2. To give the prototype and give approvals for the completion of the software development.
- 3. Selecting the SERVICE PROVIDER as per the tender norms and directions of the Technical Committee.
- 4. Signing of the contract with the successful bidder.
- 5. Contract Signing and releasing payments as per the payment terms defined in the RFP (Request for Proposal).
- 6. Coordinating with DIGs/DRs/SRs/Other linked offices and SERVICE PROVIDER in providing data.
- 7. Weekly or By-Weekly review for the progress of the project
- 8. Conveying a Technical Committee meeting if required to address issues if any for deciding the next course of action.
- 9. Deciding report formats required in consultation with DIGs/DRs/SRs/Other linked offices, for generation of MIS.
- 10. Coordination with District Collectors / Other HoDs / Department / Any other agencies etc., to complete the project.

#### 5 TIME SCHEDULE FOR COMPLETION OF THE PROJECT

The successful bidder shall implement the Agile approach to fulfill the below phases. Every phase should be divided into proper sprints and every day bidder should set up a scum call with the resources allocated. Bidder should maintain the required Agile tools for the implementation. Below timelines are the maximum timelines to be considered for all the Milestones and every Phase should be divided into multiple sprints. Below are the phases considered for the CARD 2.0 application and other services mentioned in the Scope of Work, till that time successful bidder should support on stabilization of the CARD 1.0 application.

S. No	Parts	Milestone	Timelines
1	Part I – Exploring	Exploring the current system and	6 months
	the Current	Stabilization of CARD 1.0. As part of	
	System and	the Stabilization of CARD 1.0, the	
	-		

	Stabilization	service provider should fix the tasks requested in the Stabilization scope	
2	Part – II – Implementation of CARD 2.0	Current Workflow/System Study (requirement analysis) Provide high-level workflow suitable to future needs High-level Architecture Database Design Cloud Infrastructure Design (Network Architecture, Security Architecture, Deployment Architecture) for CARD 2.0  Development of CARD 2.0 in Agile Methodology,	6 months (Incremental application features with 15 to 25 days sprint timeline- Each sprint will be reviewed and approved by IGRS Department, and the completed feature must go live with proper release management plan)
3	Part – III - Website (Hindu and Special Marriage Registration, e- chits, firms & societies, and notary), market value, Duty-Fee calculator, and Mobile Application (PDE), Audit Module.	Current Workflow/System Study (requirement analysis) Provide high-level workflow suitable to future needs High-level Architecture Database Design Cloud Infrastructure Design (Network Architecture, Security Architecture, Deployment Architecture) for Website (Hindu and Special Marriage Registration, e-chits, firms & societies, and notary), market value, Duty-Fee calculator, and Mobile Application (PDE)  The development will be in Agile Methodology,	4 months (Incremental application features with 15 to 25 days sprint timeline- Each sprint will be reviewed and approved by IGRS Department, the completed feature must go-live with proper release management plan)

4	Part – IV – Stabilization of CARD 2.0 (Post Go-Live)	<ul><li>Stabilization of CARD 2.0</li><li>Source code handover</li></ul>	3months (Post Go-Live Support) – Hypercare period
5	Part – V	<ul> <li>Maintenance of the application after Hypercare period</li> </ul>	1 Year

# **Deployment of Manpower:**

- The successful bidder shall arrange core human resources not less than 100 members during application development and implementation phase in the IGRS head office and report to IGRS officer and remaining resources can support from remote offices of the service provider.
- Successful bidder shall also come up with resource allocation and cost proposal for post-implementation (after hyper-care period) high-availability application support.
- The working hours are from 10 AM to 6 PM
- The deployed persons should report to the concerned DIGs.
- Government Holidays which are applicable for the Department are also applicable for the deployed manpower.
- For other than Government Holidays, 110% of the manpower charges will be levied as a penalty for the period of absence.

# **6 PRE-QUALICATION CRITERIA**

S. No	Basic	Specific Requirements	Documents Required
	Requirement		
1	Sales Turnover	Annual Sales Turnover generated from	Extracts from the audited
	in IT	services related to IT Consulting during	Balance sheet and Profit
	Consulting	last financial year (as per the last	& Loss.
		published Balance sheets), should be at	OR
		least <b>Rs. 30 Cr</b> . for the prime bidder.	Certificate from the
		This turnover should be on account of IT	statutory auditor.
		Consulting only and should not comprise	
		of sales revenues related to supply of	
		hardware/IT infrastructure and their	
		associated maintenance services,	
		implementation of packaged software	
		etc.	
2	Technical	Bidder/Consortium Partner/SERVICE	Details of the projects to
	Capability	PROVIDER must have successfully	be provided. A maximum
		completed IT related System Integration	of 3 consortium partners
		projects in the last 5 years for which	are allowed, including
		details needs to be furnished.	prime bidder. In case of
			Consortium Partners,
			Consortium registered
			agreement copy is to be
			submitted and roles &
			responsibilities are to be
			clearly specified. All the
			correspondence will be

		a r	hrough prime bidder only and the prime bidder is responsible for all
		a	activities.
3	Debarment		A Self Certified letter that
		l ti	he bidder (or any of its
		S	successor) is not in the
		a	active debarred list by
			Central Government/State
			Government/PSU or any
			other Government
		J	Undertakings

# 7 TECHNICAL QUALIFICATION CRITERIA

Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical and Financial evaluations

S. No	Criteria	Requirements	Max Marks	Supporting Documents
A	COMPANY PROFILE		20	
1		The bidder should be a System Integrator or IT Company for participation in this Tender. The bidder should be registered under the Indian company's Act-1956/ 2013 or registered partnership act 2008 in India. Have been operating for at least last five (5) financial years as on 31st March 2022.	7	
2		The bidder should have a minimum financial turnover of Rs <b>30 Crore</b> in last financial year 50 Cr+ = 7 marks $40 - 50$ Cr = 6 marks $30 - 40$ Cr = 5 marks	7	
3		Bidder should be a profit- making organization and should have a positive net worth as per the audited balance sheet of last 3 financial years as on 31.03.2022.	6	
В	RELEVANT PAST EXPERIENCE		10	

4		Bidder/Consortium partner/Cloud Service Provider must have prior experience in executing Private Cloud or Cloud at Customer Premises/Data Centres for state/Central Govern/Govern Agency/PSU/Large Enterprises/Banks	5	
5		Bidder/Partner/Cloud Service Provider must have experience in implementing similar modernization applications using cloud native technologies.  > 5 Impl = 5 marks > 3 Impl = 4 marks > 1 Impl = 3 marks	5	
C	APPROACH & METHODOLOGY		40	
6	112110202001	Bidder should provide details Technical /Deployment /Security Specifications as part of detailed solution proposal.	25	
7		Should provide details on execution methodologies and processes	10	
8		Should comply with Engagement execution standards like ISO	5	
D	RESOURCE PROFILE		30 (10 min)	
9		Resources should be certified on Cloud Infra, and Cloud Native application technologies preferably on oracle and processes.	5	
10		A minimum of 4+ years of experience with B Tech Graduation is required	5	
11		The bidder must have on its payroll at least 200 technically qualified professionals in Cloud/ Virtualization/ DevOps,	20	Bidders, whose bids are responsive, based on minimum qualification criteria as

system integration & prior experience in providing cloud services as on 31.03.2022.  Resource Strength: >501 resources =20 points; 301 – 500 resources=15 pts; 201 –300 resources= 10 pts;	in Pre- Qualification Criteria(Section –D, Resource Profile- Resource strength) and score at least 10 points from the technical evaluation criteria would be considered technically Qualified.
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#### **Commercial Evaluation Criteria:**

Bidders should submit detailed commercial proposals depicting the no of resources deployed, timelines, and rate cards. Overall project cost along with AMC cost and any additional expenses required for the execution of the project.

#### **Commercial Bid Evaluation**

Financial bids will be opened only for the bidders that score at least 70 marks in the Technical Qualification Criteria

- a. The Financial Bids of technically qualified bidders will be opened on the prescribed date.
- b. If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- c. The bidder with the lowest qualifying in reverse financial bid (L1) will be awarded. Reverse auction will be applicable as explained in section below (Procedure for Reverse Auction)
- d. Only fixed price financial bids indicating total prices for all the deliverables and services specified in this bid document will be considered.
- e. The bid price will include all taxes and levies and shall be in Indian Rupees.
- f. Any conditional bid would be rejected
- g. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

## **Procedure for Reverse Auction:**

Process of Electronic Reverse Auction on eProcurement portal of Government of Andhra Pradesh is as below:

- 1. Reverse auction will be conducted on the total price for the contract period.
- 2. L1 bidder's prices are the tender inviting authority's base prices for reverse auction.
- 3. Only the qualified bidders in financial stage will be permitted to participate in the reverse auction.
- 4. The date and time will be intimated to the qualified bidders.

- 5. For the purpose of Reverse Auction, the minimum bid decrement value is 0.5% of the opening price or as mentioned in Bid Data Sheet.
- 6. Bidders can modify the total schedule value based on the minimum bid decrement or the multiples thereof, to displace a standing lowest bid and become "L1", and this will continue as an iterative process.
- 7. The reverse auction shall be conducted for 3 Hours for each schedule.
- 8. After the completion of the online reverse auction, the Closing Price (Final L1 Price) and the successful bidder shall be finalized. The closing price will be compared with prevailing market prices before issuing the NoA.
- 9. **Within 1 Hour** after conclusion of reverse auction, the successful bidder should upload the **breakup of item wise cost components** on eProcurement Portal.

#### **Appointment of Vendor**

#### **Award Criteria**

RTGS will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

#### Right to Accept Any Proposal and To Reject Any or All Proposal(s)

RTGS reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for RTGS action.

#### **Notification of Award**

Prior to the expiration of the validity period, RTGS will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, RTGS, may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, RTGS will notify each unsuccessful bidder and return their EMD.

#### **Performance Guarantee**

RTGS will require the selected bidder to provide a Performance Bank Guarantee, within 7 days from the Notification of award, for a value equivalent to 3% of the total cost of ownership. The Performance Guarantee should be valid for a period of 2 years 6 months. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, RTGS at its discretion may cancel the order placed on the selected bidder without giving any notice.

RTGS shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or RTGS incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

#### **Signing of Contract**

Post submission of Performance Guarantee by the successful bidder, RTGS shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between RTGS and the successful bidder. Proposed Contract terms are provided as a separate document as a template.

# Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Proposed Contract terms and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event RTGS may award the contract to the next best value bidder or call for new proposals from the interested bidders.

In such a case, RTGS shall invoke the Pre-Bid Guarantee of the most responsive bidder.

## **Fraud and Corrupt Practices**

- a) The Applicants/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, RTGS shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, RTGS shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to RTGS for, inter alia, time, cost and effort of RTGS, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
- b) Without prejudice to the rights of RTGS under Clause above and the rights and remedies which RTGS may have under the LOI or the Contract, if an Applicant or Consultant, as the case may be, is found by RTGS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Contract, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by RTGS during a period of 3 years from the date such Applicant or Consultant, as the case may be, is found by RTGS to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them: "Corrupt practice" means
- (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of RTGS who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of RTGS, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or
- (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection

Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the Award or the Contract, who at any time has been or is a legal, financial or technical consultant/ adviser of RTGS in relation to any matter concerning the Project; ii. "Fraudulent practice" means a misrepresentation or omission of facts disclosure of incomplete facts. to influence the Selection iii. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process:

- iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by RTGS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

#### **Conflict of Interest**

- a) An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, RTGS shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to RTGS for, inter alia, the time, cost and effort of RTGS including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to RTGS hereunder or otherwise.
- b) RTGS requires that the Consultant provides professional, objective, and impartial advice and at all times hold RTGS's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of RTGS.
- c) Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- i. the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest.
- ii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- iii. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or
- iv. there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to RTGSfor this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- v. A firm hired to provide consulting services for the preparation or implementation of a project, and its members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project.
- d) An Bidder eventually appointed to provide Consultancy for this Project shall be disqualified from subsequently providing goods or services related to the same Project and any breach of this

obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to consultancy services performed for RTGS in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for RTGS where the conflict of interest situation does not arise.

In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the Bidders (for System Integration or any other activity) for the Project, they shall make a disclosure to RTGS as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. RTGS shall, upon being notified by the Consultant under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.

# 8 INSTRUCTIONS FOR SUBMITTING THE TENDER AND DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION FOR REGISTRATION:

The instructions to be followed for submitting the tender are as below:

- a. The tenderer shall register with <a href="https://tender.apeprocurement.gov.in">https://tender.apeprocurement.gov.in</a>.
- b. The tenderer shall obtain DSC key with digital encryption certificate from any Certifying Authorities in India.
- c. Copy of following documents to be furnished along with the application:
  - i. Certificate of registration of the bidder's Company / Certificate of Incorporation from Registrar of Companies (ROC), Ministry of Company Affairs, Govt. of India shall be submitted.
  - *ii.* Turnover Certificate from Chartered Accountant as per the format provided in *Annexure* 3 Format for Turnover Certificate
- iii. Audited / Provisional (2021-22) Financial Statements specifically including Balance Sheet, Profit & Loss A/c and Cash Flow Statement for last 3 years financial years (FY 2019-20, 2020-21 and FY 2021-22)
- iv. Income Tax Returns for last 3 years financial years (FY 2019-20, 2020-21 and FY 2021-22)
- v. Affidavit on non-judicial stamp paper worth Rs. 100/- that the bidder is not blacklisted either by RTGS or by any other Government undertakings in the format given in *Annexure 4 Affidavit* duly signed by the authorized signatory
- vi. GSTIN. PAN
- vii. The address proof of the authorized signatory viz., PAN Card/copy of passport / electricity bill/ voter ID proof should be submitted along with the application. The address proof in respect of the firm shall be either certificate of registration or certificate of incorporation issued by the concerned authority.
- viii. Bank account details of firm along with IFSC code, Branch details, address shall be furnished in the letterhead of the firm and certified by the concerned banker.
- ix. The application form mentioned in *Annexure* 6 shall be filled, signed and submitted.
- x. The RFP document shall be signed and submitted along with tender in confirmation that the tenderer is aware and understood all the terms and conditions of this tender document.
- d. The completed technical bid along with relevant documents, Financial bid and EMD shall be uploaded on e-procurement portal before the due date and time as per the instructions mentioned in *Section 5*. Submission of Physical Tender is strictly prohibited.

#### 9 EVALUATION OF APPLICATION:

- 1. The applications received after the due date will not be allowed for submission. However, RTGS has the right to extend the date of submission of applications subject to uploading circular/corrigendum on such extensions on the website <a href="www.RTGS.gov.in.in">www.RTGS.gov.in.in</a> as well as e-procurement portal.
- 2. The TIA evaluates the technical bids based on the documents submitted in the technical tender. The tenderers submitting valid documentary evidences for all the eligibility criteria's / conditions as mentioned in Section 3 & Section 4 will only be considered for Technical qualification.
- 3. After technical qualification, TIA allows the successful tenderers to participate in the ereverse Tender to be conducted on https://tender.apeprocurement.gov.in
- 4. bids submitted without prescribed EMD will summarily be rejected.
- 5. The registered tenderers shall not be intimated individually on being technically qualified and their participation in eTendering; however, the registered tenderers may contact, TIA for obtaining details of schedule of eTenders.

#### 10 SCHEDULE OF E-TENDERS

- 10.1 The TIA will conduct financial eTender on <a href="https://tender.apeprocurement.gov.in">https://tender.apeprocurement.gov.in</a> platform (e-reverse auction platform). The eTender will be conducted on total schedule value for the technically qualified tenderers only.
- 10.2 Any changes made in the time schedule will be intimated to all the participants by publishing the same in the websites of TIA and e-procurement website.
- 10.3The tenderer shall take adequate care and is solely responsible to obtain details of the schedule of eTender through the websites in their own interest, rather than depending on other mode of information sources.
- 10.4Any bid placed using the bidders username and the password shall be deemed to be an unconditional binding of the bidder to whom such user ID and the password has been allotted by e-procurement, inter-alia, for the purpose of the eTender and the bidder shall be solely and fully responsible for all the activities that occur under such user ID and password. The user is therefore advised to check the user ID and the password before the eTender and is advised not to reveal it to anyone else to prevent misuse of the same. It is further suggested that the tenderers are requested to change the password frequently to protect from misuse.
- 10.5The System time of e-procurement portal will be considered to start and end the eTender.
- 10.6The Bidder should quote as per the commercial format specified in the tender document.
- 10.7During the Tender session, a bidder may modify his price downwards till the end of e-Tender schedule. Bids submitted after the closure of Tender will be rejected. No cancellation of Bids shall be allowed during the Tender session.
- 10.8However, the Tender platform will not allow the bidder to modify his/her bid to increase the price once quoted. In case of such modified bids, the same shall be rejected and the earlier valid bid prevails.
- 10.9The evaluation and finalization of bids received shall be made based on the lowest total price quoted by the bidders.
- 10.10 The bids of all bidders who have participated in the eTender must remain valid for period asmentioned in Bid Data Sheet.
- 10.11 Any increase or decrease of taxes, duties, levies and other such payments shall be to the account of the Tenderer and the Department will not consider any request of

enhancement in this regard.

- 10.12 In case of a single bidder, then the Department shall decide whether to award the contract or not and the final discretion is with the Commissioner and Inspector General, IGRS
- 10.13 The results of the eTender as approved by IGRS are binding on all bidders.
- 10.14 The successful Tenderer will be intimated the acceptance of his tender by a letter /email. The Department reserves the right to reject any or all the tenders without assigning any reasons.
- 10.15 Any requests for cancellation of bids received either during the Tender session or after the conclusion of Tender session shall not be accepted. Failure to accept the contract by the successful tenderer shall result in the forfeiture of the EMD and blacklisting from further participation in the eTenders for a period of three years. The decision of the Commissioner and Inspector General, IGRS in this regard will be final.
- 10.16 RTGS / IGRS shall not be responsible for any failure of power, Network, Server, Bandwidth problems, Hosting Server, Internet Connectivity, ISP or otherwise or the slowness to access e-procurement Platform. In case if eTender cannot be held on scheduled date due to Server problems, the same will be rescheduled and will be held on alternative day, the details of such date/supplier will be notified in the website of IGRS and e procurement.
- 10.17 In case of any clear indication of cartelization, the Department shall reject the tender(s), andforfeit the EMD.
- 10.18 If the information given by the Tenderer in the tender Document and its Annexure/Appendices is found to be false/incorrect at any stage, the Department shall have the right to disqualify/summarily terminate the contract, without prejudice to any other rights that the Department may have under the Contract and law.
- 10.19 The Department reserves the right to claim from the tenderer / bidder any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake(s) on the part of the service provider.

#### **NEGOTIATIONS:**

RTGS reserves its right to negotiate with the lowest quoted bidder including technical specifications.

- 10.20 The Commissioner and Inspector General of Registrations and Stamps department reserves the right to reject any or all the tenders without assigning any reasons whatsoever and the decision of the Commissioner and Inspector General in this regard is final and binding on the tenderer and cannot becalled into question
- 10.21 No Tenderer is entitled to withdraw his offer at any stage during or after the tender process. If he withdraws the offer, his EMD stands forfeited without any notice and he will be blacklisted from participating in future Tenders of the Department for a period of three years.
- 10.22 No tenderer shall have the right to insist on negotiations by the Department at any time.

#### 11 EARNEST MONEY

11.1Each tenderer needs to deposit EMD prescribed in the *Annexure-1* along with technical bid. The EMD shall be transferred through Net Banking/NEFT/Direct Debit Facility

- through Debit or Credit Card/ RTGS through system generated challan. The details shall be entered while submitting the technical tender in e-procurement portal.
- 11.2 The Tenderer shall be permitted to bid on the express condition that in case he/she modifies his offer, or terms & conditions thereof, after submitting his tender, for any reason whatsoever during the tender process, the Earnest Money deposited by the tenderer shall stand forfeited, without prejudice to any other rights and remedies of the Department under the contract and law, and the Tenderer will be liable for any loss suffered by the Department on account of its withdrawal/modification etc besides forfeiture of EMD. The tenderer will also be debarred from participating in any other Tender with the Department for a period of three years.
- 11.3The Earnest Money will be returned to all unsuccessful Tenderers within a period of (30) thirty days from the date of issue of the acceptance letter to the successful tenderer and afterfurnishing the Security Deposit. However, in case, the tenderer is disqualified during technical evaluation, the Earnest money will be refunded within (15) fifteen days of technical disqualification of the tenderer. No interest shall be payable on Earnest Money, inany case.

#### 12 PERFORMANCE GUARANTEE

- 12.1The successful bidder upon receipt of communication regarding acceptance of bid shall arrange Security Deposit for an amount equivalent to 3% (Three percent) of the value of the order, within 7 (Seven) working days by way of electronic fund transfer.
- 12.2 In the event of the Tenderer's failure, after the communication of acceptance of the tender by the Department within the due date, his/her contract shall be summarily terminated besides forfeiture of the Earnest Money and the Department shall proceed for appointment another Contractor.
- 12.3 The Security Deposit furnished by the qualified Bidder will be returned on request only after completion of Contract period, subject to satisfactory performance or execution of the contract as per the Terms and Conditions of Tender No interest shall be given on the security deposit.

#### 13 QUALITY / QUANTITY ASSURANCE & PENALITIES

- 13.1 In case, the selected contract awardee has to complete/commission the project within the time period mentioned in this RFP.
- 13.2 Penalties @ 1% for the late delivery or deemed late delivery/installed goods/services for One week or part thereof, 2% for Two weeks or part thereof, 3% for Three weeks so part thereof, 4% for 4 weeks so part thereof and so on up to maximum of 10% of Contract Value will be levied. If the penalty reaches the maximum, IGRS reserves the right to cancel the award and the bidder/contract awardee forfeits the performance guarantee and also the balance payments will not be released. Bidder will be blacklisted.
- 13.3 Above mentioned penalties (13.2) will apply in post-implementation support period also.
- 13.4 For other than Government Holidays, 110% of the manpower charges will be levied as a penalty for the period of absence.

#### **14 TERMS OF PAYMENT:**

The method and conditions of payment to be made to the successful bidder under this contract are as below:

14.1 The Successful bidders request(s) for payment shall be made to them accompanied by an

invoice describing, as appropriate, the Systems delivered, installed and accepted, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract.

- 14.2 The bidder shall be paid at the districts for the Services provided at respective locations on successful implementation of the project. Advance amount shall not be released to the Successful bidder / contractor. The bidder shall be entirely responsible for all taxes, duties, license fees, and other such levies by the Government from time to time.
- 14.3 The Commissioner and Inspector General also reserves the right to recover any dues from the bidder which is found on a later date during the Audit / excess payment after final settlement is made to them. The bidder is liable to pay such dues to the Department immediately on demand without any dispute / protest.
- 14.4The Bidder needs to invoice the Department on the below criteria,

S.No	Duration	Invoice Amount (in
		Rupees)
1	Completion of 1 <sup>st</sup> Quarter (1 <sup>st</sup> Year) from the	15% of the awarded
	date of awarding the contract	contract value
2	Completion of 2 <sup>nd</sup> Quarter (1 <sup>st</sup> Year) from the	15% of the awarded
	date of awarding the contract	contract value
3	Completion of Go-Live (1st Year)	35% of the awarded
		contract value
4	Completion of Post Go-Live	15% of the awarded
	Support/Stabilization (1st Year)	contract value
5	Post go-live support – Quarter 1 (2 <sup>nd</sup> Year)	5% of the awarded
		contract value
6	Post go-live support – Quarter 2 (2 <sup>nd</sup> Year)	5% of the awarded
		contract value
7	Post go-live support – Quarter 3 (2 <sup>nd</sup> Year)	5% of the awarded
		contract value
8	Post go-live support – Quarter 4 (2 <sup>nd</sup> Year)	5% of the awarded
		contract value

# 15 OTHER TERMS & CONDITIONS:

#### 15.1 Site visit:

The bidder may visit the site and obtain information at his own responsibility and risk. The costs of visiting the sites shall be at the bidders own expense. The client will arrange through any of its personnel to gain access to the related departments. Failure of a bidder to visit a site will not be a cause for its disqualification. The visit is at the option of the bidder.

#### 15.2 Pre-bid meeting

All those who have downloaded bidding document can participate in pre-bid meeting to seek clarification on the bid, if any.

# 15.3 Amendment of bidding document

- At any time prior to the deadline for submission of bids, IGRS, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment.
- Some of the clauses to these terms & conditions may be amended, if necessary, prior to the conduct of eTender. Details of such amendments will be uploaded in the website

www.IGRS.in for the information of participants.

15.4 Sub-contracting of the work to any other party is strictly prohibited.

#### 16 TAXATION

Tax deducted at source (TDS), if applicable, shall be done before making payment to the suppliers as per existing laws in force and the laws time to time amended by the Central/State Governments. The bidders shall have to provide their Permanent Income Tax Number (PAN).

#### 17 LETTER OF ACCEPTANCE (LOA):

- 17.1 The final acceptance of the tender is entirely vested with IGRS which reserves the right to accept or reject any or the entire tender in full or in part. After acceptance of the tender by IGRS the Bidder shall have no right to withdraw his tender.
- 17.2 The tender accepting authority may also reject all tender for reason such as changes in the scope of conversion, Court Orders, accidents or calamities and unforeseen circumstances.
- 17.3 After acceptance of the tender, IGRS would issue Letter of Acceptance (LOA) only to the Successful Bidder(s). IGRS also reserves the right to issue orders to more than one Bidder.

#### 18 EXECUTION OF AGREEMENT

- 18.1 The successful bidder shall execute an agreement for the transportation and supply as per the terms and conditions on a stamp paper of value Rs 500 /- within (07) seven working days from the date of remittance of Security Deposit. In the event of failure to execute the agreement within the time prescribed, the Security Deposit amount remitted by the tenderer shall be forfeited.
- 18.2 The Invitation of Bids, the terms and conditions of the eTender, Bid of the Successful bidder, Letter / Email Confirmation / Acceptance issued by the IGRS to the successful bidder along with any amendment issued prior to signing of contract shall constitute the Contract between the Department and the tenderer.

#### 19 CANCELLATION OF AGREEMENT

- 19.1 The supplier, if breaches any condition or clause of the agreement the Department is entitled to cancel the agreement and also entitled to demand and recover the loss incurred to it due tosuch cancellation/termination of the agreement.
- 19.2 The Department may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier reject the offer in whole or in part. Breach of contract shall include, but shall not be limited to the following:
  - 19.2.1 The Contractor unable to supply the offered quantity of the Units within prescribed time limit mentioned by IGRS or
  - 19.2.2 If the Contractor fails to promptly correct the defect in the supplied goods in the time limit given by IGRS or
  - 19.2.3 If the Contractor fails to perform any other obligation(s) under the Contract or
  - 19.2.4 The Department or the Contractor goes bankrupt or goes into liquidation other than for a reconstruction or amalgamation,
  - 19.2.5 Notwithstanding the above, the Department may terminate / reject the offer for violation of any law, for any reason of quality of supply; or for any

irregularity committed by the bidder or any other like reasons.

19.3 If the Contract is terminated the Contractor shall stop supply cum services immediately.

19.4 In the event of termination of contract by the Department on account of breach of any terms and conditions of the contract, the entire Security Deposit remitted by the Contractor will stand forfeited.

#### 20 FORCECLOSURE

The Department reserves the right to foreclose the contract without assigning any reason. In such case the Contractor will not be entitled to any compensation for non-supply or loss of profit or any incidental costs of any kind. Payment shall be made only for the supply cum services provided to the Department up to the date of effect of this procedure.

#### 21 PENALTY ON DEFAULT/EXTENSION TIME

- 21.1 In the event of failure of providing services by the successful tenderer(s) within the stipulated time, the Commissioner and Inspector General, IGRS reserves the right to cancel the work order and may go for retender and the Security Deposit will be forfeited besides blacklisting.
- 21.2 Not with-standing anything contained in the terms and conditions of this tender the Commissioner and Inspector General, IGRS is the ultimate authority in deciding the recovery of penalty from the supplier(s) taking into account the stock position and future requirement of supply in the larger interest of the Department.
- 21.3 In the event of failure by the tenderer (s) at any stage of tender process, the EMD/ Security Deposit or bills of supplied quantity will be forfeited, and Department may also proceed with blacklisting of the supplier/tenderer. If the Contract is cancelled because of any breach of terms and conditions by the Contractor, the Department has every right to forfeit the Security Deposit. If Security Deposit is not sufficient, the balance amount shall be recovered from the Supplier as per Legal provisions.

#### 22 LIABILITY FROM PERSONNEL

- 22.1 All persons employed by the Contractor shall be engaged by him as own employees in all respects, and all rights and liabilities under the Indian Factories Act, or the Workmen's Compensation Act, or Employees Provident Fund Act, and other applicable enactments, in respect of all such personnel shall exclusively be that of the Contractor. The Contractor shall be bound to indemnify the Department against all the claims whatsoever in respect of its personnel under Workmen's Compensation Act, 1923, or any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not.
- 22.2 Contractor shall also comply with all Rules and Regulations / Enactments made by the State Govt. / Central Govt. from time to time pertaining to the contract including all Labour Laws etc.,

# 23 CORRUPT PRACTICES

Any bribe, commission, or advantage offered or promised by or on behalf of the supplier to any officer or official of the Department will (in addition to criminal liability which the supplier may incur) terminate this contract. Canvassing on the part of, or on behalf of, the Supplier will also

make his contract liable for termination.

#### 24 SET OFF

In the event of the Department having claim or claims ascertain or otherwise against the agent under any of the conditions of this contract or arising from or out of this contract or under the conditions of any other contract, the Commissioner and Inspector General shall be entitled to retain to extent of such claim or claims, any money which may be due returned by the Department to the agent under this or any other contract and shall entitled to appropriate such money or towards satisfaction of such claim or claims.

#### 25 FORCE MAJEURE

The terms and conditions hereof shall be subject to force majeure. Neither the Department nor the supplier shall be considered in default in the performance of their respective obligations herein above if such performance is prevented or delayed because of act of God, War, Flood, Hostilities, Revolution, Civil Commotion, Official Strike, Epidemic, Accident or Fire, or because of Law and Order Proclamation, regulation or ordinance of any Govt. of any Subdivision thereof or local authority. The supplier shall be entitled to the benefit of this clause only if he informs in writing of the circumstances amounting to force majeure to the Department for each consignment/ dispatch separately within 48 hours of the happening thereof by email and fax immediately followed by a confirmatory letter sent by Regd. Post Acknowledgment due. In the event of the supplier pleading any ground as constituting force majeure, the opinion of the management of the Department on that behalf alone shall prevail and, if in the opinion of the management, the grounds pleaded by the supplier do not amount to force majeure, then supplier shall not be entitled to plead the same and or claim any relief under this clause.

#### 26 OBSERVANCE OF LAW

The supplier shall be bound by all laws, order, et., in force or issued by the Central or State Government from time to time and shall be solely liable for any penal consequences that may incur due to violation by the supplier of any law, orders, etc., in force.

#### 27 NOTICE

Any notice, request, demand, consent, approval or other communication required or permitted under this agreement shall be in writing and shall be deemed to have been given (i) upon actual delivery, if delivery is in person, (ii) upon receipt if the delivery is by e-mail, or (iii) on the third business day following delivery to any internationally recognized overnight delivery service, or (iv) seven (7) days after it is deposited in the India Postal Services, as a postage prepaid, certified or registered mail. Each such notice will be sent to the respective parties at the address first indicated herein.

#### 28 SEVERABILITY

If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance (other than a term, covenant, condition or application which affects the essence of this Agreement) shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to those persons or

circumstances other than those as to which it has been held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Agreement shall be valid and enforceable to the complete extent permitted by law.

#### 29 RESOLUTION OF DISPUTES

- a. In case of any disputes relating to this tender including the interpretation of any of the Clause/Clauses of the tender, the matter shall be referred to IGRS
- b. In case, if disputes are not resolved then, the matter may be referred to Commissioner of Registration & Stamps, IGRS, Government of Andhra Pradesh who will be the appellate authority.
- c. In case of any disputes still not resolved and which are relating to services provided, including the interpretation of any of the Clause/Clauses of this Tender, the matter shall be referred to a sole arbitrator not less than the rank of Secretary to Government of Andhra Pradesh, appointed by the Government in accordance with the Arbitration and conciliation Act, 1996. The remuneration for the arbitrator shall be fixed by the Government. The arbitration shall be held in the place where the head office of IGRS situated, and the decision of the arbitrator shall be final and binding on both parties to the arbitration. The arbitration will be conducted in accordance with arbitration and conciliation Act, 1996.
- d. The contractor shall prefer a demand, if any, in writing to the IGRS for arbitration in respect of any claim under this agreement within three months from the date of termination or completion of the agreement, failing which the demand shall be deemed to have been waived absolutely time barred and the Department shall be discharged and released of all liabilities under this agreement in respect of such demand.
- e. On receipt of a demand from the contractor within the prescribed time, disputes and differences arising out of or in any way touching or concerning this agreement, except such matters, the decision of which is expressly provided for in the agreement shall be referred to the Arbitration as per ARBITRATION and CONCILIATION ACT, 1996.
- f. The Arbitrator(s) shall give separate award in respect of each dispute or difference referred to him

#### **30 INDEMNITY**

The Contractor shall defend, indemnify and hold Buyer harmless during and after the tender against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising out of, resulting from any violation of any laws by the Contractor or its punishment or any way connected with the acts, negligence, breach, failure to perform obligations relating to the tender.

#### 31 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

#### 32 VOLUME OF WORK

The minimum guaranteed work indicated in Annexure-I may vary to the extent of 25%. The Contract, if any, which may arise from this agreement, shall be governed by the terms and conditions of the Contract as set out in the invitation/General Information to the supplier.

#### 33 WAIVER

No waiver of any term, provision or condition of this Agreement shall be effective unless in writing, signed by the Party against which such waiver is sought to be enforced, and no such waiver shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement, unless specifically so stated in such written waiver.

#### **34 AMENDMENT**

This Agreement may not be amended, changed or modified in any manner except by an instrument in writing signed by a duly authorized representative of each Party. Any Products, services and/or other items provided or performed pursuant to any type of amendment shall be deemed provided and/or performed based on all applicable provisions of this Agreement. Any Exhibits attached to this Agreement form an integral part of this Agreement and are incorporated in this Agreement by reference.

IGRS reserves the right to change any bid condition of any item even after inviting the bids, with prior notification to the bidders. Notwithstanding anything mentioned herein above, the Department shall have the discretionary power to amend any clause/s in this document (or) to take any decision on the matter under this document with prior notice to the bidder/s.

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#### **35 ASSIGNMENT**

Neither Party may assign this Agreement to a third party without the consent of the other expressed in writing.

#### **36 COUNTERPARTS**

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when originally signed by both Parties.

#### **37 INTERPRETATION**

In case of any ambiguity or dispute regarding interpretation of any clause(s) of this tender document, Commissioner & Inspector General, IGRS's interpretation will be treated as final and binding.

#### 38 INDEPENDENT RELATIONSHIP

This agreement does not constitute a party as the legal representative of the other for any purpose whatsoever. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf or in the name of the other, unless otherwise specifically agreed upon in writing in this agreement or any later agreement.

#### **39 GENERAL**

This Agreement, including any exhibits and schedules hereto, contains the entire agreement and understanding between the Parties, and supersedes any and all prior agreements, arrangements and understandings, relating to the subject matter hereof. There are no written or oral agreements,

understandings, representations or warranties between the Parties other than those set forth or referred to in this Agreement. No supplement, amendment, alteration, modification or waiver of this Agreement shall be binding unless agreed to in writing by the Parties.
40 JURISDICTION
All Civil suits arising under this agreement should be subject to the jurisdiction of the City Civil Courts where IGRS Head Office situated only.

## 41 ANNEXURE:1

## **FORMATOFTURNOVERCERTIFICATE**

This	is	to	certify	that	the	following	particular	of	M/s
					a	re true and co	rrect as per the	e infor	mation
and ex	planat	ion pro	ovided to u	s and to t	he best	of our knowle	dge and belief.		
	Dimos	aial Va		Cana	о Т	TOM (IND)	Matri	ماحسدام	

Financial Year	Gross Turnover (INR)	Net worth
2019-20		
2020-21		
2021-22		

Place:	Signature
Date:	Name and Registration No. of CA
Firm	

Name and Membership No. member certifying

(To be issued on the Letter Head of CA Firm)

42.ANNEXURE:2

# <u>AFFIDAVIT</u>

# Rs.100/-NON-JUDICIALSTAMP

Bid Ref.No:, Dt:
SELF DECLARATION
Certified that/ the firm / company / partnership or any other firm / company in which the bidder is a partner / shareholder has not been blacklisted / debarred / delisted from participating in bids / contracts on the date of opening of the bid either in individual capacity of the proprietor or in any firm / centre in which the proprietor/s is / are partner either by the RTGS/IGRS earlier or by any other undertaking of State or Central Government. The Firm will immediately inform to RTGS/IGRS in case of any change in the situation any time here in after.
Further, I am authorized to sign the affidavit on behalf of M/sin my capacity as
That the financial condition status of the firm is sound.
Above information is true to my knowledge and belief and is based on facts
(Signature with Seal of the Organization)
Name of the Authorized Signatory:
Name of the Bidding Organization:
Address of the Bidding Organization:
Date:
Signature

### 43. <u>ANNEXURE:</u> 3

## **Bidder'sDetails**

(NOTE: Form should be printed on the letter head of the firm, should be filled up in Capital letters and each page of the application form must be signed by the authorized signatory)

1	Name of the Firm/Bidder
2	Address of the Firm/Manufacturing Unit
2	(As per any Govt. approved ID Card)
3	Permanent Address
4	Phone No./e-mail ID
5	Type of firm
	Whether proprietary firm or partnership
	firm or limited company or Co-Operative
(	Society. In case the partnership firm, the
6	partnership deed along with, in case of firm
	or a company, MOA of company and the
	name & address of the proprietor / partner
	/ Managing Director.
7	Copy of the Registration Certificate if it is
,	firm / Ltd. Company / Society.
	Documentary evidence, attested by Charted
	Accountant to the effect that the supplier has
	supplied at least 1000 GPS Devices in each of
8	the last 2 years (FY 2020-21 & FY 2021-22)
	and minimum of 2000 GPS Devices in all the
	2 preceding years (FY 2020-21 & FY 2021-
	22) put together.
9	Whether proprietary firm or partnership
9	firm or limited company or Co-Operative

	Society. In case the partnership firm, the	
	partnership deed along with, in case of firm	
	or a company, MOA of company and the	
	name & address of the proprietor / partner	
	/ Managing Director.	
	In case authorized dealer is participating in	
10	the bid, the board resolution/authorization	
	letter of the manufacturer shall be uploaded.	
	Turn-over- average turn over should not be	
	less than Rs.5 Crores per annum and shall	
	produce last 2 years (FY 2020-21 & FY 2021-	
11	22) audited financial statements duly	
	certified by the Chartered Accountant:	
	2020-21	
	2021-22	
	Audited balance sheet and P&L account and	
12	Cash Flow statements for last three years	
12	2020-21	
	2021-22	
12	PAN given by the IT Department (copy to be	
13	enclosed).	
	Income tax returns last three years	
14	2020-21	
	2021-22	
15	GSTIN No.	
16	Copy of the Registration Certificate under	
10	GST/GSTIN No.	
17	Copy of the Registration Certificate if it is	
1/	firm / Ltd. Company / Society.	

	Affidavit duly notarized to the effect that the	
	applicant or any of the partners or company	
10	was never black-listed or	
18	convicted by court of law by court of law on	
	Rs.100/- non-Judicial Stamp Paper in the	
	format given in Annexure - 4.	
	All the pages of RFP document shall be	
	signed & submitted along with tender in	
19	confirmation that the Tenderer is aware &	
	understood all the terms & conditions of this	
	Tenderer document	
	Bank Details:	
	1. Name of the Bank	
	2. Name of the Branch	
	3. Address of the Branch	
20	4. IFSC	
	5. Account Number	
	Address shall be furnished in the letter head	
	of the firm and certified by the concerned	
	banker.	
21	Copy of the Model approval issued by GoI	
41	for GPS Device	
I hanabra	agree to ahide by terms & conditions stinul	lated for anyolment as Supplier for CDS

I hereby agree to abide by terms & conditions stipulated for enrolment as Supplier for GPS Devices. The duly signed terms and conditions of RFP document for supply of GPS Devices is enclosed to this application along with relevant documents.

Date:	Name & Signature of the
Place:	Address & Seal

# D.

From:

44. Bid Letter Form

(Registered name and address of the bidder.)

To:

Real Time Governance Society, Block 1, AP Secretariat, Velagapudi, Guntur Dist. Andhra Pradesh

Sir,

Having examined the bidding documents and amendments there on, we the undersigned, offer to provide services/execute the works including supply, delivery installation of hardware, firm wares and software as the case may be, in conformity with the terms and conditions of the bidding document and amendments there on, for the following project in response to your tender Ref. no call dated ......

#### Project title:

We undertake to provide services/execute the above project or its part assigned to us in conformity with the said bidding documents in accordance with the schedule of prices attached herewith/submitted through online bid and coverage options made by RTGS or its user organization.

If our bid is accepted, we undertake to;

- 1. Provide services/execute the work according to the time schedule specified in the bid document.
- 2. Obtain the performance guarantee of a bank in accordance with bid requirements for the due performance of the contract, and
- 3. Agree to abide by the bid conditions, including pre-bid meeting minutes if any, which remain binding upon us during the entire bid validity period and bid may be accepted any time before the expiration of that period.

We understand that you are not bound to accept the lowest or any bid you may receive, nor to give any reason for the rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Place:	Bidder's signature
Date:	and seal.

# 45. Technical Compliance Statement

Item wise technical compliance statement as per technical specifications mentioned in this document (taking into consideration all the amendments issued to this document, if any) is to be submitted in the following format:

Item Code: Item Name:

Sno	Specification Required	Specification of the proposed item	Compliance (Complied / Higher / Lower)	Reference for proof of compliance (Required docs to be uploaded along with technical bid)
1	Deliverables:			
	<ul> <li>Web-based Application Software with he services.</li> <li>Periodic self-generated reports by the sof through email to designated emails.</li> <li>User Manual</li> <li>Training to staff</li> <li>Customized MIS reports as defined</li> </ul>			
2	Time Schedules for Completion of the Work			
	As defined in the scope of work			
3	TECHNICAL FEATURES:			

#### 46. Cost Sheets -FormF1

#### Schedule I

S.No.	Item details with make and model	Basic Price (Rs.)	Taxes (Rs.)	Total price inclusive of taxes (Rs.)
1	2	3	4	5
Item1	Cost of the project as per the Scope of the RFP			

#### Note:

- The bidder should attach the manpower break-up template with details as per the template provided below at the time of financial bid submission.
- The bidder should not attach any financial sheet along with pre-qualification bid and technical qualification bid. If submitted, bid will be disqualified.

#### MANPOWER BREAK-UP TEMPLATE

S.no	Role	Skillset/	Experience	Unit	Tax	No. of	Duration	Total Amount			
		Responsibilities		Price	Amount	Resources	in Months				
During Development, Implementation and Hyper-care period											
During post-implementation Support											

<sup>\*</sup> Total amount in Manpower break-up Template should match with total Price inclusive of taxes in Schedule-I

(Signature of Bidder)

Note:-

1. Evaluation of Financial Bids will be including taxes.

Date: #Approved Date# Place: Vijayawada

**#Approved By Name#** 

Commissioner and Inspector General Registration and Stamps Department A.P., Vijayawada