Office of the Inspector General of Registration and Superintendent of Stamps, Chhattisgarh, Raipur
In front of State Election Commission Office, Old Mantralaya Road, Raipur (C.G.)

No. 1001 /com/77/2012 Raipur, Dated 7 / 8 /2015

CORRIGENDUM-3

Modifications to Bid document

Ref. : - Tender Document No - IGR-04/COM/2015, Dated 18/06/2015

Following modifications are being made to the tender Document no. IGR 04/COM/2015 in addition to the Corrigendum-1 dated 08.07.2015 and Corrigendum-2 dated 29.07.2015 :-

1- RFP Volume-I

Sr. No.	RFP page No.	Section /clause	Existing Text	Modified text to be read as
1	31	Sec 5.1.1 (b)	2) The prime consortium partner should have majority stake in the consortium in the capacity to get together as a company.	**2) Consortium may be allowed however with the following guidelines:-** a. ThePrime bidder should be liable for the entire scope of work and risks involved thereof (the liability should be for the entire value/period of the contract). b. The non-lead bidders should be liable for the scope of work for which they are responsible along with the lead bidder (Liability should be limited to the value of the scope of work; while the lead bidder still carries the liability for the entire scope of work). c. Any change in the consortium member at a later date will not be allowed. d. Should provide clarity on the roles and responsibility of each member. e. A particular company can be a member of only one consortium. f. All Members forming the consortium to be part of the contractual arrangement between themselves before submitting the bid. g. All member of the Consortium should be a registered legal entity in India. h. Power of Attorney (in case of consortium bid, the Prime Bidders' Board of Directors) authorizing the Bidder/Prime Bidder in favor of the Principal Officer or the duly Authorized Representative to sign/ execute the proposal as a binding document and also execute all relevant agreements forming part of RFP/ bid process should be attached i. Power of Attorney and a certified true copy of the consortium agreement between the Prime Bidder and the other member of the consortium, revealing the respective roles and responsibilities of all the members, in meeting the overall scope of requirements of the Project.

Sr. No.	RFP page No.	Section /clause	Existing Text	Modified text to be read as
				j. A group of companies are allowed to come together and bid for this project as aconsortium. However, the following should be noted with respect to consortium bids: • Only Prime Bidder will submit the bids and sign the contract agreement. • Notwithstanding anything contained in this RFP/ agreement, all the members of the consortium, entrusted with the responsibilities of this Project shall be jointly and separately responsible to Registration Department in respect of meeting the financial liabilities of the Implementation Agency (Prime Bidder) arising out of the Project • The technical proposal shall contain the details of arrangements between the Prime Bidder and other member of the consortium."
2	16	Sec 4.1.1(17)	**"Online tracking network faults including Transmission media faults and coordinating with service providers for immediate restoration of leased line & internet connectivity by the BOT operator."**	"Online tracking network faults including Transmission media faults and coordinating with service providers for immediate restoration of leased line & internet connectivity by the BOT operator by Use of Bandwidth provider NMS."
3	16	Sec 4.1.1(18)	**Provide security features like firewall and its updating at regular intervals.**	********** (deleted)**
4	16	Sec 4.1.1(21)	"Ensure battery back-up of 4 hours or at least during working hours in all offices of the Sub- Registrar's. Maintenance of the same for consistency shall be the responsibility of the concerned agency."	Ensure battery back-up of 4 hours in all offices of the Sub- Registrar's. Maintenance of the same for consistency shall be the responsibility of the concerned agency.
5	16	Sec 4.1.1(28)	The bidder should provide facility for linkage between the Registration Department and Land Records Department at each SRO. The connectivity will be provided under NLRMP project. The bidder should only make provision in Software for providing details of Registration records to Land Revenue department. Also the registration department should be available to view the land record data.	The bidder should provide facility for linkage between the Registration Department server and Land Records Department server. The connectivity will be provided under NLRMP project. The linkage will be web based application level linkage through Web services. The bidder should only make provision in Software for providing details of Registration records to Land Revenue department. Also the registration department should be available to view the land record data.
6	18	Sec 4.2 (5)	SAN/NAS storage will be provided by the State Government required servers will be provided by the BOT operator.	SAN/NAS storage will be provided by the State Government; however the storage memory is to be provided by BOT operator. The required servers will be provided by the BOT operator.

Sr. No.	RFP page No.	Section /clause	Existing Text	Modified text to be read as
7	19	Sec 4.3.1(2)	The business modules of the application would be followings:	The business modules of the application would be as per The Registration Act 1908 and Rules notified under this Act and also as per Stamp Act 1899 and Rules notified under this Act. The business modules of the application would be as following:
8	23	Sec 4.3.3	2. The Application Software would be launched only after successful **parallel run** at pilot locations. Committee designated by IGRS will provide the acceptance certificate after successful pilot run.	2. The Application Software would be launched only after successful run at pilot locations. Committee designated by IGRS will provide the acceptance certificate after successful pilot run.
9	23	Sec 4.3.3	3. The bugs and errors generated in testing/parallel run would be provided to the development team of BOT operator and the same shall be resolved immediately. Proper documentation of bugs/errors being generated in software should be maintained.	3. The bugs and errors generated in testing/pilot run would be provided to the development team of BOT operator **and the same shall be resolved as per SLA.** Proper documentation of bugs/errors being generated in software should be maintained.
10	24	Sec 4.3.6 (2)	a) The BOT OPERATOR shall be responsible for **administration and maintenance of the Application and Web Portal and Database** for the entire contract period.	a) The BOT OPERATOR shall be responsible for **administration and maintenance of the Application and Web Portal** for the entire contract period.
11	25	Sec 4.3.6 (6) a	o Monthly (whole) backup of the Web Portal, Application and Mails	o Monthly (whole) backup of the Web Portal and Application.
12	25	Sec 4.3.6 (6) b	b) At Sub registrar, District registrar and IG offices o The System/Network/Software engineer should also be available on call in case of any problem related to registration system at any time for Sub Registrar office, DR office and IG office. o Support related to Hardware, the operating system and mail system during the contract period o Periodic updating of Anti-virus definitions"	b) At Sub registrar, District registrar and IG offices as per SLA o ********** (deleted) o Support related to Hardware, the operating system during the contract period o Periodic updating of Anti-virus.
13	25	Sec 4.3.6 (8)	**8. Training Services** BOTOPERATOR shall conduct following minimum training Sessions without any extra cost:	**8. Training Services** BOTOPERATOR has to conduct atleast 4 sessions per annum. Each session should cater to maximum 50 persons. The agency shall conduct following training Sessions without any extra cost:
14	26	Sec 4.3.6 (10)	**10. General Scope** a) The BOT OPERATOR shall provide warranty/ on-site maintenance for IT infrastructure that shall be supplied and installed under this project during the entire period of contract as per SLA. BOT OPERATOR would be required to provide these services for an additional period of 2 years after expiry of the contract, if extended by the purchaser/ tendering authority as per the rates quoted in the	**10. General Scope** a) The BOT OPERATOR shall provide warranty/ on-site maintenance for IT infrastructure that shall be supplied and installed under this project during the entire period of contract as per SLA.

Sr. No.	RFP page No.	Section /clause	Existing Text	Modified text to be read as
			respective case of Financial Bid.	
15	27	Sec 4.3.6 (13) d	d) All the changes and software and hardware up gradation is to be done free of cost.	d) All the changes and software and hardware up gradation is to be done free of cost to meet the SLA.
16	43	Sec 5.5.11 (1)	1) At the same time as "THE TENDERING AUTHORITY" notifies the successful Bidder that his bid has been accepted, the Tendering Authority will send the bidder the Contract Form/agreement provided by this office.	1) At the same time as "THE TENDERING AUTHORITY" notifies the successful Bidder that his bid has been accepted, the Tendering Authority will send the bidder the Contract Form/agreement provided by this office. The format of contract agreement is placed at Annexure 27.
17	43	Sec 5.5.12.	2) After the term of this contract the Tendering Authority may consider, granting an extension to the same agency for upto two years or may terminate the contract & call for fresh Tenders.	********** (deleted)
18	~~44~~ 36	Sec 5.2.7 (e)	**e) The EARNEST MONEY DEPOSIT shall be forfeited for following reasons:** 1) If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form ; 2) or in case of a successful Bidder, if the Bidder fails: a) to sign the Contract; or b) to furnish the performance security as per Annexure-18 3) No exemption for submitting the EMD will be given to any agency including SSI Units."	**e) The EARNEST MONEY DEPOSIT shall be forfeited for following reasons:** 1) If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form or violates Section 5.5.13. 2) or in case of a successful Bidder, if the Bidder fails: a) to sign the Contract; or b) to furnish the performance security as per Annexure-18 3) No exemption for submitting the EMD will be given to any agency including SSI Units."
19	~~49~~ 48	Sec 6.3.10	**No-acceptance of under valuation and Stamp Duties :** ▪ System shall be maintaining all the instruments and exemptions pertaining to all the deed types. Maker shall be entering the data and checker shall be verifying and approving the same.	**No-acceptance of under valuation and Stamp Duties :** ▪ System shall be maintaining all the instruments and exemptions pertaining to all the deed types. Data entry operator shall be entering the data and Registration deptt staff shall be verifying and approving the same.
20	53	Sec 6.9.4	The validity of the Performance Security will be for a period of TEN years.	The validity of the Performance Security will be for a period of FIVE years.

RFP Volume-II

Sr. No.	RFP page No.	Section /clause	Existing Text	Modified text to be read as
1	page 16	**Annexure-7** Description -	Split AC 1.5 Tonne per SR-2	LCD Screen Size 30 Inches per SR -1
2	page 41	**ANNEXURE -20** Envelope No. 2	**Notes :-** 1. Conditional rates will not be accepted and the offer will be summarily rejected. 2. In case of discrepancy in words and figures in the rates quoted above the rates quoted in figures shall be treated as final.	**Notes :-** 1. Conditional rates will not be accepted and the offer will be summarily rejected. 2. In case of discrepancy in words and figures in the rates quoted above the rates quoted in figures shall be treated as final. 3. The rates quoted should be excluding taxes & duities.
3	--	**Annexure 27 added after Annexure 26 as below :-**		

ANNEXURE 27
Contract Agreement

THIS AGREEMENT hereinafter referred to as "**Contract**" is made on the <<*day*>> day of <<*month*>> 2015

BETWEEN

Inspector General, Registration & Superintendent of Stamps, Chhattisgarh Raipur having its office at **In front of State Election Commission Office, Old Mantralaya Road, Raipur (C.G.) 492001**hereinafter referred to as "**IGRS**" (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the FIRST PART;

AND

M/s ***<<name of selected company>>***, incorporated in Indiahaving its registered office at ***<<registered office address>> (India)*** and place of business at ***<<business address of company>>*** hereinafter referred to as "**Company/Supplier/Vendor/BOT Operator**" (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the SECOND PART;

AND WHEREAS **IGRS** is desirous that the Company should implement computerisationProject for **IGRS**. For this purpose, **IGRS** floated Request for Proposal (RFP No.:IGR04 /COM/2015), for selecting of IT Implementation agency for for Supply of Application Software, Hardware, Manpower & Services on Build-Operate & Transfer Basis across the State for a period of 5 (five) Years.in IGRS.

AND WHEREAS various bid proposals were received pursuant to the said bid
AND WHEREAS **IGRS** has accepted a Bid by the **BOT Operator** for the supply of those Goods and Related Services at a price ofRs. _____ per page of Registered document (hereinafter called "**Contract Price**").
And in pursuance of having accepted the said bid the parties have agreed to enter into this agreement on the terms and conditions set forth in this **Contract.**

1.Implementation

The **Company** is responsible for the satisfactory and successful Supply of Application Software, Hardware, Manpower & Services on Build-Operate & Transfer Basis across the State for a period of 5 (five) Years.. The**BOT Operator** shall ensure availability of adequate and competent resources and provide support.

2.Time Schedule

i. The **Company** shall adhere to time schedule mentioned in Section 6.13 Project Phasing &Payment Terms.
ii. The **Company** shall adhere to deliverables at each phase mentioned in **Section 6.13 Project Phasing &Payment Terms.**

3. Duration of Project
The **BOT Operator**shall complete the implementation of all three phases of the project in 32 weeks in accordance with the Project Timelines specified in **Section 6.13 Project Phasing &Payment Terms**, and should operate it for 5 years from the date of signing of this agreement.

4. Payment and Taxes
The payments will be released as per Section 6.13 Project Phasing &Payment Terms and sub clauses therein. The payment of Taxes will be as per **Section 6.29 Taxes & Duties.**

5. Performance Assessment
There shall be a penalty for non-adherence to the time schedule prescribed in Section 6.13 Project Phasing &Payment unless the delay is shown to be for the reasons beyond the control of the BOT Operator. The **BOT Operator**will be given an opportunity to explain the delay.For every week of project delay, in respect of Phase I, beyond scheduled period of 16 weeks fromthe date ofaward of thecontract, 0.75 % of the project fee shall be liable to be deducted for every week (or part thereof). Similarly, for every week of project delay, in respect of Phase II, beyond scheduled period of 24 weeks fromthe date ofaward of thecontract, 0.75 % of the project fee shall be liable to be deducted for every week (or part thereof).in respect of Phase III, beyond scheduled period of 32 weeks fromthe date ofaward of thecontract, 0.75 % of the project fee shall be liable to be deducted for every week (or part thereof).The penalty will be limited to 5% as per per**Section 6.16 Penalty Clause.**If the delay is beyond 10 weeks then **IGRS** may terminate the **Contract** and shall be free to get it done from some other source at the risk and costs of the **BOT Operator**. The **BOT Operator**will be debarred for applying in future project assignments.

6. Termination

i.Termination for Default
IGRS may, without prejudice to any other remedy for breach of **Contract**, by written Notice of default sent to the **BOT Operator**, terminate the **Contract** in whole or in partif :
a)If**BOT Operator**fails to adhere to conditions of of Section 6.18 **Termination for Default.**

Or
b) If the **BOT Operator**, in the judgment of **IGRS**is found to be engaged in corrupt, fraudulent, collusive, or coercive practices, in competing for or in executing the **Contract as per Section 5.5.13 Corrupt & Fraudulent Practices**;

Or
c) Any representation made by the bidder in the proposal is found to be false or misleading.
Or

d) If the **BOT Operator**commits any breach of the **Contract** and fails to remedy or rectify the same within the period of two weeks (or such longer period as **IGRS** in its absolute discretion decide) provided in a notice in this behalf from **IGRS**.

In the event, **IGRS**terminates the contract in whole or in part, **IGRS** may get the services done, upon such terms and in such manner as it deems appropriate, similar to those not undelivered or not performed and the BOT Operator shall be liable to **IGRS** for any risk and costs for such similar services. However, the BOT Operator shall continue performance of the contract to the extent not terminated. In addition, such action by **IGRS** as aforesaid shall not relieve the **BOT Operator** of his liability to pay liquidated damages for delay in completion of works.

ii.Termination for Insolvency

IGRS may at any time terminate the **Contract** by giving Notice to the **BOT Operator** if the **BOT Operator**becomes bankrupt or otherwise insolvent as per Section 6.27 **Termination for Insolvancy.**

iii. Termination for Convenience

IGRS, by Notice sent to the **BOT Operator**, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for **IGRS's** convenience, the extent to which performance of the **BOT Operator**under the **Contract** is terminated, and the date upon which such termination becomes effective.The Goods that are complete and ready for shipment within twenty-eight

(28) days after the **BOT Operator's** receipt of the Notice of termination shall be accepted by **IGRS** at the **Contract** terms and prices. For the remaining Goods, **IGRS** may elect:

a) To have any portion completed and delivered at the **Contract** terms

b) To cancel the remainder and pay to the **BOT Operator** an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the **BOT Operator**.

iv. Consequences of Termination

Upon Termination of the **Contract**, the **BOT Operator** shall:

Prepare and present a detailed exit plan within ten calendar days of termination notice receipt to **IGRS** ("Exit Plan") as per **Section 6.17 Exit Management**.

IGRS and along with designated team will review the Exit plan. If approved, the **BOT Operator**shall start working on the same immediately. If the plan is rejected, the **BOT Operator**shall prepare alternate plan within five calendar days. If the second plan is also rejected, **IGRS** or the authorized person will provide a plan for **BOT Operator**and it should be adhered by in totality.

7. Performance Security

The successful bidder shall, Within 15 days of the receipt of notification of award from "THE TENDERING AUTHORITY", the successful bidder shall furnish the performance security in accordance with the Conditions laid down in **Section 6.9 Performance Security.**After the expiry of the warranty period, the Performance Security shall be returned to the **BOT Operator**.

In the event of **Contract** being determined or rescinded under the provision of any of the Clause/Condition of the agreement, the Performance Security shall stand forfeited in full and shall be absolutely at the disposal of **IGRS.**

8. Damages

Without prejudice to the clauses on Penalty SLAand Performance Security, **IGRS** shall be entitled to claim damages to be paid by the **BOT Operator**under any of the following eventualities:

i. Loss of data or breach of confidentiality/security due to negligence of the

BOT Operator.

ii. Unauthorised sharing of information or data with any other party or granting unauthorised access to **IGRS** system.

iii. Damage due to negligence to **IGRS** property such as hardware, network, fixtures, fittings or existing software/applications/programs.

iv. Failure to comply with written internal administrativeinstructions/directions that apply to the **BOT Operator**.

v. Participation or complicity in illegal or unethical behaviour in course of performing some work under the mandate of **IGRS**.

vi. Indulging in any act or conduct that damages the reputation or credibility of**IGRS**.

If **IGRS** has reasons to believe that the **BOT Operator**is responsible for any of the above eventualities, it shall serve a show cause upon the **BOT Operator**in writing, requiring such clarifications, documents or evidence as it may deem fit. The **BOT Operator**shall be given reasonable opportunity to explain its conduct and **IGRS** shall arrive at a decision for imposing liquidated damages based upon the submissions of the **BOT Operator**. It is clarified that **IGRS** will give due regard to whether or not the conduct in questionwas intentional, malafide or negligent or not. A sum up to 10% of the value of the contract shall be recovered as liquidated damages from the **BOT Operator**in the manner prescribed by **IGRS**. The determination of the exact amount within the said limit shall be at the sole discretion of **IGRS**. This shall be without prejudice to other remedies available under this contract to **IGRS**.

15. Statutory Obligations

The **BOT Operator**shall be obliged and solely responsible to comply with all the statutory requirements under the Payment of Wages Act, 1936 ; the Industrial Disputes Act, 1947 ; the Minimum Wages Act, 1948 ;the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 ; the Payment of Bonus Act, 1965; the Contract Labour (Regulation and Abolition) Act, 1970; the Payment of Gratuity Act, 1972 ; the Equal Remuneration Act, 1976; the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979, the Child Labour (Prohibition And Regulation) Act, 1986, the Contract Labour (Regulation and Abolition) Act, 1970 or any other law which may be passed and the rules made thereunder as applicable, in respect of the manpower engaged by it and **IGRS** shall not be a party to any dispute arising out of such deployment by the **BOT Operator**.

16. Omnibus Clause

i. In this **Contract** words and expressions shall have the same meanings as are respectively assigned to them in the RFP.

ii. In addition to the terms and conditions mentioned herein, the overall content and intent of the Request for Proposal (RFP) No. (RFP No.:IGR04 /COM/2015) dated 18th June 2015 along with the annexed RFPdocument shall be applicable as omnibus terms and conditions. The following documents/section of document (collectively referred to as "Contract Documents") shall be deemed to form and be read and construed as part of this **Contract**, viz.:

a.the Detailed Award of Contract;
b.the Service Level Agreement;
c.the Instruction to Bidders
d.the General Conditions of Contract
e.the RFP document with corrigenda etc.
h.the Purchaser's Notification (LOI) to the BOT Operator for Award of Contract;

i. BOT Operator's response (proposal) to the RFP, including the Bid Submission Sheet and the Commercial Bid submitted by the BOT Operator;
j. Annexure to the Bid.
k. Acceptance of purchaser's notification
In the event of any discrepancy or inconsistency within the **Contract** documents, then the documents shall prevail in the order listed above.

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

For and on behalf of IGRS COMPANY	**For and on behalf of**
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Place:	Place:
Date:	Date:
Witness 1	Witness 1
Witness 2	Witness 2

Note: -1) All other contents of the RFP remain unchanged.

07/8/15

(Dr. M. Geetha IAS)
Inspector General of Registration
Chhattisgarh, Raipur