

GOVERNMENT OF MIZORAM DIRECTORATE OF LAND REVENUE & SETTLEMENT MIZORAM: AIZAWL, KHATLA: Pin – 796001

Phone No: (0389)2322469

Email: lrsmizoram@gmail.com

No. G.28015/1/2023-DTE(REV)/PLAN

Dated Aizawl, the ________Feb, 2023.

SEALED TENDER NOTICE

Sealed tenders are invited by the undersigned on behalf of the Governor of Mizoram from eligible firms for selection of System Integrator for the project of "Development of Comprehensive and Integrated GIS based System for Maintenance and Management of Land Records in Mizoram."

The complete bid document can be obtained from Directorate of Land Revenue & Settlement, Government of Mizoram and may be downloaded from the website www.landrevenue.mizoram.gov.in and https://tender.mizoram.gov.in/

Last date of Bid Submission	22 nd March, 2023 12:00 Noon
Date and Time of Opening of Technical Bid	22 nd March, 2023 1:00 PM
Date and Time of Opening of Financial Bid	23 rd March, 2023 11:00 AM
Tender Document Fee	Non-refundable fee of ₹ 2500 including GST
Earnest Money Deposit (EMD)	2% of the quoted Amount (In case of Small Scale Industry of Mizoram MSME, it will be 0.5% of the bid value or quoted amount)

(K. LALDINGLIANA)

Director

Land Revenue & Settlement

Mizoram: Aizawl.

Memo No: G.28015/1/2023-DTE(REV) PLAN Dated Aizawl, the _____2/5f_ Feb, 2023

Copy to:-

1. PS to Hon'ble Minister, LR&S Department for information.

2. PS to Secretary, LR&S Department for information

3. Director, I&PR. Aizawl for information with a request to publish the tender notice in two leading newspapers and one National newspaper for two consecutive days.

A. Chief Informatics Officers, ICT Department for information with a request to upload the tender through website for widest publication.

(K. LALDINGLIANA)

lug 21/2/3

Director
Land Revenue & Settlement
Mizoram : Aizawl.

REQUEST FOR PROPOSAL

FOR

SELECTION OF SYSTEM INTEGRATOR FOR

Development of Comprehensive integrated GIS based system for maintenance and Management of land records in Mizoram.

Estimated Amount: Rs. 3.75 Crores

Directorate of Land Revenue and Settlement Government of Mizoram

NOTICE INVITING TENDER

Reference No. / RFP No.: G.28015/1/2023-DTE(REV)PLAN

Directorate of Land Revenue & Settlement, Mizoram, Govt. of Mizoram is inviting bids from competent System Integrators and related agencies for Development of Comprehensive and Integrated GIS Based System for Maintenance and Management of Land Records in Mizoram.

The project will be an implementation for increasing the revenue collection from the land resources with the help of IT Implementation. Illegal activities can be easily detected, and penalties can be realized in a faster and better manner without increasing manpower, but with better efficiency. Improve the quality of the citizen service delivery system and offer these services with optimal effectiveness and transparency. The contract period shall be initially for a period of 1.6 years or 18 months including the development, implementation, testing, installation and commissioning period from the date of award of contract. The Department may decide to extend the contract period based on envisaged project requirements and as per mutual agreement with the selected vendor and other parties involved, if any.

Sno.	Item	Description	
1	Mode of Bid Submission	Offline only - LR&S Dept. will accept bids to be submitted in offline mode - Bidders are expected to prepare their documents and submit their bids to the department.	
2	Tendering Authority	Director Land Revenue and Settlement Department, Khatla, Aizawl, Mizoram Govt. of Mizoram	
3	Tender Document Fee	Non-refundable fee of ₹ 2500 including GST	
4	Mode of Payment of Tender Document Fee	Demand Draft in favor of Director, Directorate of Land Revenue & Settlement, Govt. of Mizoram or in cash. The bidder must submit the original Demand Draft of ₹ 2500 or in cash towards tender document fee to LR&S Dept. before the last date of bid submission. The bidder must collect a receipt from LR&S Dept. A copy of this receipt must be submitted along with the bid.	
5	Earnest Money Deposit (EMD)	Bids must be accompanied by EMD of 2% of the quoted amount. In case of Small Scale Industries of Mizoram (MSME) it will be 0.5% of the quoted amount. The bidder must submit the original EMD to LR&S Dept. before the last date of bid submission. The	

		bidder must collect a receipt from LR&S Dept. A copy of this receipt must be submitted along with the bid.	
6	Mode of Earnest Money Deposit (EMD)	Bank Draft drawn in favor of Director, Directorate of Land Revenue & Settlement, Govt. of Mizoram	
7	Other terms related to EMD	 No interest will be payable on EMD Bids without EMD will be considered incomplete Payment by cheque will not be accepted 	
8	Deadline for Bid submission	22th March 2023 12:00 Noon	
9	Date & Time of Opening of Technical Bids 22th March 2023 1:00 PM		
10	Date & Time of Opening of Financial Bids	23th March 2023 11:00 AM	
11	Websites for downloading RFP, Corrigendum's, Addendums etc.	http://landrevenue.mizoram.gov.in and http://tender.mizoram.gov.in	
12	Bid Validity	One year from the last date of submission of bids	
13	Submission of original DD/PO/EMD	 Bidders are required to submit original Demand Drafts / EMD to LR&S Dept. before the last date of submission of bids The bidder must collect a receipt against each fee submission from LR&S Dept. These receipt/s must be submitted along with the bid Contact Person for submission of DD/PO/EMD: Name: K. Vanlalthiana Designation: Joint Director Phone: 0389-2325366 Bids without these payment receipts will be considered incomplete and thus, disqualified from the bidding process 	

This Notice Inviting Tender extended through media, website or written communication or by any other means, and issuance of Bidding Documents as per "NOTE A" below shall not be construed to mean that the prospective bidders to whom the Invitation for Bids has been extended and/or Bidding Documents have been issued is deemed to be an eligible bidder. The eligibility of the bidders shall be determined as per the provisions of the RFP.

The prospective bidder should have the necessary competence, adequate financial standing, enough experience, and expertise as per the Qualification Requirement

mentioned in this document. Before bidding against this RFP, to avoid disqualification, bidder should ensure that:

- a. They are qualified as per Qualification Requirement (QR) mentioned in this document
- b. The offered solution meets the minimum technical requirement as laid down in this document

The scope of work includes software engineering, development of software, testing, software maintenance, installation, preparation of testing cases, test plan, commissioning and documentation of all items/material/services required to complete for successful development and deployment of "Comprehensive integrated GIS based system for maintenance and Management of land records" in Mizoram. The project is expected to be of two years from the date of award of contract to the successful bidder.

The above scope of work is indicative, and the detailed scope of work is given in the subsequent sections of this RFP.

NOTE:

A. Interested Bidders will be required to pay non-refundable tender document fee of INR 2500 in the form of a demand draft drawn in favor of Director, Land Revenue & Settlement Department, Govt. of Mizoram or cash.

The Bidder/s are required to submit original Demand Drafts/EMD to LR&S Dept. before the last date of submission of bids. The Bidder/s must collect a receipt against each fee submission from LR&S Dept. These receipt/s must be submitted along with the bid submission. Bids received without these payment receipts will be considered incomplete and thus, disqualified from the bidding process.

The Bidding Documents are meant for the exclusive purpose of bidding against this specification and shall not be transferred to any other party or reproduced or used otherwise for any purpose other than for which they are specifically issued.

- B. The bid shall ONLY be submitted in hard copies to the LR&S Department
- C. Bids submitted after the Bid Submission Deadline will not be considered for evaluation and be summarily rejected.
- D. A Single Stage Two Step/Envelope Bidding process will be followed i.e., the bidders will be required to submit Technical as well as Commercial Bids before bid submission deadline.
 - During bid evaluation, the Technical Bids will be opened and evaluated first. Commercial bids of only Technically qualified bidders will be opened for Commercial evaluation.

- E. The complete tender document has been published on the website https://landrevenue.mizoram.gov.in/ for information.
- F. The downloaded tender document shall be considered valid for participation in the bid process subject to submission of required Tender fees, and Earnest Money Deposit (EMD) as mentioned in the Notice Inviting Tender (NIT) Section table. A copy of receipt of the tender fees and EMD must be enclosed in a separate envelope along with the bid / proposal, failing which the bid will be summarily rejected. The last date of submission of these original documents is mentioned in the NIT Table. The Bidder must take due care in submitting the instruments and collecting receipts from LR&S Dept. so that the originals are submitted in hard copy and photocopy of receipt with the Bid/Proposal before the Bid Submission Deadline.
- G. All the communication/ correspondence including the bid document (Technical and Financial Bid) should be signed by the Bidder. The Technical and Financial Bid must be signed and stamped on each relevant page by the Designated Authorized Representative of the bidder. The name, designation and authority of the Designated Authorized Representative of the Bidder shall be stated in the Bid.
- H. No contractual obligation whatsoever shall arise from the tender document/bidding process unless and until a formal contract is signed and executed between the purchaser and the successful bidder(s).
- I. LR&S Dept., Govt. of Mizoram disclaims any factual or any other errors in this tender document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare logical bids.
- J. Only those bids which will be submitted in the prescribed manner/format will be considered for further evaluation. Bids not submitted in the prescribed format will be summarily rejected without further evaluation.
- K. Copies of various documents to be enclosed along with the bids must be legible and be self-attested by the Designated Authorized Representative of the Bidder with official seal. Claims made by bidder related to the project experience and other requirements shall be considered only when appropriate supporting documents are provided.
- L. The Bids can be submitted up to date and time mentioned in the Notice Inviting Tender (NIT) table.
- M. The complete bidding process is defined in the tender document.

- N. In case, a bidder imposes conditions which are in addition or at variance or in conflict with the terms and conditions as specified in this tender document, all such bids will be summarily rejected.
- O. Tendering Authority / Purchaser reserves the complete right to accept or reject in part or full any or all the bids without assigning any reasons whatsoever. No further discussion/ interaction will be held with the bidders whose bids have been disqualified/rejected by the Tendering Authority / Purchaser.
- P. In case, a dispute arises about interpretation/omission/error in this tender document, bid submitted, other documents; the decision of Director, LR&S Dept., Aizawl, Govt. of Mizoram will be final and binding upon the bidders.
- Q. Further in all matters arising out of the provisions of this RFP, the laws of the Union of India shall be the governing laws and courts of Guwahati High Court, Aizawl Bench shall have exclusive jurisdiction.
- R. All correspondence with regards to this RFP shall be done at the following address

Name of bid documentation issuance official:

Designation of the officer: Director

Postal Address:

Directorate of Land Revenue & Settlement

Khatla, Aizawl, Mizoram-796001 Telephone No: 0389-2322469 Email:lrsmizoram@gmail.com

TABLE OF CONTENTS

SECTION 1: Project Profile	8
1.1 Introduction	8
1.2 Objectives	10
1.3 Outcomes/Output	10
SECTION 2: Instruction to Bidders	11
2.1 General Instructions	11
2.2 Successful Implementation and Good Performance	12
2.3 Preparation of Bid	12
2.4 Clarifications and Amendments & Deviation from Tender Document	13
2.5 Submission and Opening of Bids	14
2.6 Period of Validity of Bids	16
2.7 Signature of bidder	16
2.8 Delay in bid submission	16

2.9 Receipt of Bids	17
2.10 Withdrawal, Substitution and Modification of Bids	17
2.11 Bid Opening	17
2.12 Opening and Evaluation of Technical bids	17
2.13 Pre-Qualification Criteria	18
2.14 Technical Bid Evaluation Criteria	20
2.15 Commercial Bid Evaluation	24
2.16 Confidentiality	25
2.17 Non-Material Non-Conformities	25
2.18 Disqualification	25
2.19 Award of contract	26
2.20 Signing of contract agreement	27
2.21 Reservation of Rights	27
2.22 Lack of competition	27
2.23 Other general terms of tender	29
2.24 Special Conditions of Tender	29
SECTION 3: Terms and Conditions	30
3.1 Definition of Terms	30
3.2 Contract	31
3.3 Contract Value	31
3.4 Contract period	32
3.5 Implementation Period	32
3.6 Termination of Contract	32
3.7 Fallback Arrangement	32
3.8 Handing Over on Termination / Project Completion	33
3.9 Performance Bank Guarantee (PBG)	33
3.10 Agency to Fully Inform Itself	34
3.11 Contract Documents	34
3.12 Maintenance of Facilities and Personnel	35
3.13 Agency's Rights	36
3.14 Contract Agreement	36
3.15 Mode and Terms of Payment	37
3.16 Service Level Agreement (SLA)	37
3.17 Penalties	38
3.18 Implementation and Roll-out Schedule	39
3.19 Governing Laws and Jurisdiction	40

20 Jurisdiction for Legal Proceedings	40
21 Settlement of Disputes	40
22 Conduct of Successful bidder Staff	40
23 Lien	40
24 Force Majeure Conditions	41
25 Completeness of Contract	41
26 Death, Bankruptcy, etc.	41
27 Rules and Regulations	42
28 Failure to Execute the Contract	42
29 Effective Recoveries	43
TION 4: Scope of Work	43
Solution Overview	44
Prunctional Requirements Specification	44
4.2.1 Software Requirements Specification or High-Level/Low level requ	irements
	44
4.2.2 Operation & Maintenance	44
B Development Methodology	45
3.1 Software repository (SCM)	45
3.2 Software Testing	45
3.2 Code Quality	45
3.3 Continous Integration & Delivery or DEVops	45
e selected bidder is expected to have indepth knowledge on continous in d delivery systems in place for the successful development of the project. The partment is interested to have periodic reviews and monitor progress velopment. Popular tools such as JENKINS, TeamCity, etc is acceptable.	The LR&S
Project Management Schedule and Documentation	46
4.4.1 Project Management	46
4.4.2 Project Schedule	46
Training and Capacity Building Requirements	46
5 Progress Report	47
EXURE 1: Technical Proposal Submission Sheet	49
RM 1: Forwarding for submission of bid	49
RM 2: General Profile of the Bidder	52
RM 3: Compliance Sheet for Pre bid qualification	53
RM 4: Compliance Sheet for Technical Proposal	54
RM 5 : Proposed Solution	55
RM 6: Proposed Work Plan	57

FORM 7: Team Composition	58
Form 10: Curriculum Vitae (CV) of Key Personnel	59
ANNEXURE II: FINANCIAL PROPOSAL TEMPLATE	61
Form 1: Covering Letter	61
Form 2: Financial Proposal	63
ANNEXURE III: TEMPLATE FOR PBG	64
PERFORMANCE BANK GUARANTEE	64

SECTION 1: Project Profile

1.1 Introduction

After Independence, Mizoram became an Autonomous District of Assam under the 6th Schedule to the constitution of India. The name, "The Lushai Hills District" was changed into Mizo District and the Mizo District Council was formed on 25th April 1952. Under this provision, the District Council have power to make laws with respect to: -

- a) "The allotment, occupation or use, or the setting apart of land, other than any Land which is a reserved forest, for the purposes of agriculture or grazing or for residential or other non-agricultural purposes likely to promote the interests of the inhabitants of any village or town provided that nothing in such laws shall prevent the compulsory acquisition of any land, whether occupied or unoccupied, for public purposes by the Government of the state concerned in accordance with the law for the time being in force authorizing such acquisition;
- b) The management of any forest not being a reserved forest.
- c)The regulation of the practice of Jhum or other forms of shifting cultivation.
- d) The establishment of village or town Committees or Councils and their powers.
- e) The inheritance of property.

This led to the total extinction of chieftainship. By an Act called the Assam-Lushai District (Acquisition of Chief's Rights) Act, 1954 and as subsequently amended in 1955; chieftainship was abolished. The administration of chiefs was transferred to the jurisdiction of the Mizo District Council with effect from 1st April 1954 and to the Pawi-Lakher Regional Council (born on 23rd April 1953) with effect from 15th April 1954.

The abolition of chieftainship was regarded as the First Land Reforms measure of the Government. Following the abolition of Chieftainship, the administration of Land and Land Revenue then passed into the hands of the District Council. During the period of Mizo District Council, a number of Regulation, Act and Rules had been framed for the administration of Land and Land Revenue administration. Such legislation still forms the basis of Revenue Administration in Mizoram.

With the implementation of the North Eastern Areas (Re-Organisation) Act, 1971 in 1972, Mizoram became a Union Territory on 21st January 1972. As a sequel to the signing of the historic memorandum of settlement between Government of India and the Mizo National Front in 1986, Mizoram was granted statehood on 20th February 1987. Mizoram has an area of 21,087.00 Square Kms. The state is divided into eight districts and twenty-three subdivisions.

It is one of the fundamental requirements that the Government must protect the property rights of its citizens. To ensure this, it must have documents which record the particulars of the ownership of lands and to collect the share of Government in the shape of Land revenue or tax/ fees in respect of use of land property. It was therefore imperative to survey and measure land, classify and revenue rates be fixed for the purpose of conferment of ownership rights to individuals or organizations etc. Thus, the Department of Land Revenue & Settlement was created on the 21st of January 1972 to take up such duties and responsibilities of survey, settlement and preparation of Land Records including collection of revenue/ taxes. The Land Revenue & Settlement Department was upgraded to Major Department with effect from 29th March 1994.

The mission of the department are as follows:

- a) Verification, Survey and demarcation of land parcels;
- b) Allotment of land for agricultural a non-agricultural purpose;
- c) Settlement of land and land revenue;
- d) Preparation of Record-of-Rights and Land Records;
- e) Maintenance of Land records;
- f) Assessment and collection of Land Revenue/ Taxes/ Fees/ Charges etc.;
- g) Transfer and alienation of land;
- h) Survey, classification, valuation & fixation of rate land for revenue purposes;
- i) Matters relating to Inter-State boundary;
- j) Declaration of notified areas or towns for the purpose revenue administration;
- k) Requisition and acquisition of lands for public purposes;
- l) Prevention of encroachment of public roads and public lands;
- m) Mortgage of land for obtaining loans from Financial Institutions;
- n) To render services to various Government Departments, Company, Corporation, Society, Banks, Churches, NGOs and individuals relating to land matters as well as Survey and Drawings to meet their requirements;
- o) To take up any assignment referred to the Department by Government of India or State Government from time to time;

The vision of the department are as follows:

a) To fulfill the responsibility as custodian of all lands in Mizoram;

- b) To allot Government lands for residential and agricultural etc., purpose to the citizens of Mizoram;
- c) To confer ownership rights to land holders;
- d) To protect the rights of citizens on or in the land as well as Government lands;
- e) To survey & settle all land holdings and prepare accurate land records;
- f) To provide better services to the citizens by application of Computer to the Land records and Land Administration;
- g) To generate reliable Land Information System of Mizoram;
- h) To make the Land Revenue & Settlement Department to be a major revenue earning instrument of the State.
- i) Protection of tribal from alienation of lands;
- j) To allot and settle lands for rural poor/ urban poor to meet their minimum land requirements;
- k) To implement the Land Reforms Programme of the State of Mizoram.

1.2 Objectives

The objectives of the project and criteria for successful achievement are to create an integrated modern land management system, provide land related citizen centric services to citizen, provide modern land management to land revenue & settlement administrators, integrate land records with GIS maps, reduce workload to revenue officials, introduce good governance in public office by implementing e-Governance based solution. In short, it is modernization of land records, land management and administration using computerization or use of ICT. The specific objectives of the project are;

- a) Improve the quality of the citizen service delivery system and offer these services with optimal effectiveness and transparency.
- b) Allow data sharing across different interrelated departments/bodies such as Municipal Corporation or Council, Urban Local Bodies, Stamps and Registration, Bank, Autonomous District Council, Agriculture and Courts thus bringing about efficiency in land management and administration functioning.
- c) Facilitate the decision-making process of policy makers and top management by furnishing correct land use patterns and land information at the right time.
- d) Provide computerized copies of Record of Rights (ROR) to landowners and help the department to improve and boost their revenue collection and accurate tax assessment.
- e) Minimize or reduce manual intervention and bring in transparency and efficiency to the existing land record system and standardized valuation of land and property. Integration of textual record with spatial record along with introduction of Geographic Information System (GIS) in land record management system.
- f) Online value-added services such as mutation of land record, checking of tax payment status, etc. Harness the use of technology to create a sense of achievement, efficiency amongst employees and citizens.

1.3 Outcomes/Output

The outcome/output of the project set out to achieve and envisaged are listed below:

- a) Increase revenue collection and correct tax assessment.
- b) Prior knowledge of land use patterns and land information.
- c) Modern comprehensive land management system based on MIS.
- d) Online mutation and issue of RoR's.
- e) Citizen centric delivery of land & revenue services via mobile and hand-held devices.
- f) GIS based application that maps land records and terrain.
- g) Unique and consistent land record and land information.
- h) Standard valuation of land and property.
- i) Ensure good governance and transparency in public office.
- j) Faster delivery of service to citizens/public.

SECTION 2: Instruction to Bidders

2.1 General Instructions

- a. The Directorate of Land Revenue & Settlement, Govt. of Mizoram (implementer of the project on behalf of Govt. Of Mizoram) hereinafter called Employer will receive bids in respect of hardware, software, and services as set-forth in this RFP
- b. All bids shall be prepared and submitted by bidders in accordance with the terms and conditions, and instructions listed in this RFP
- c. Source of funds: The project is fully funded by North Eastern Council, Ministry of North Eastern Region, Govt. of India
- d. All the payments under the contract for which this RFP is issued shall be made by the Employer {who is also named as Project Implementing Agency (PIA)} named in this RFP
- e. To implementation of this project, Project Implementation Agency shall be referred as Employer and the State Government of concerned state where the works are to be executed shall be referred as —The Owner
- f. The Bidder, in its own interest is requested to read very carefully these instructions and the terms and conditions as incorporated in General Conditions of Contract and Technical specification before filling and submitting the Bids
- g. If the bidder has any doubt as to the meaning of any provisions or any portion thereof, the bidder shall before submission of the Bid, may clarify the same with the Tendering Authority in writing, well in time before the specified date of opening of Bids so that such doubts may be clarified
- h. Submission of the Bid shall be deemed to be the conclusive proof of the fact that the Bidder has acquainted himself and agrees with all the instructions, terms and conditions governing this Tender document unless otherwise specifically indicated / commented by the bidder in its Bid
- i. Bids submitted after the time and date fixed for receipt of bids as set out in this RFP shall be rejected. The Employer (LR&S Dept., Govt. of Mizoram) will not be liable to return any such rejected bid in part or full.

j. Prospective bidders may be requested to submit questions in writing, if any, so as to reach the Procuring Authority within 5 days from the date of publication of Tender Notice.

2.2 Successful Implementation and Good Performance

Any work if specifically, not mentioned but implied for the successful implementation and satisfactory performance of the proposed work is deemed to be included and must be executed within the ordered price.

2.3 Preparation of Bid

A. Bid Security / Earnest Money Deposit (EMD)

- a. The Bidder shall furnish Bid Security / EMD as prescribed in this RFP
- b. The Bidder shall deposit/submit the Bid Security / EMD in the prescribed format to the Director, LR&S Dept., Govt. of Mizoram within the stipulated date & time, and obtain a receipt
- c. Bid submitted but not accompanied by a copy of the Bid Security / EMD receipt shall be rejected. In such a case, the bidder will forfeit the tender fee.
- d. Adjustments/proposals for acceptance of Bid Security / EMD, if any, already lying with the Employer (LR&S Dept.) in connection with some other bids/orders shall not be entertained. Also, the Employer (LR&S Dept.) will not adjust the Bid Security / EMD under this tender with the previous dues of bidder if any
- e. No interest shall be payable on Bid Security / EMD deposited with the Employer (LR&S Dept.)
- f. Employer (LR&S Dept.) reserves the right to forfeit Bid Security / EMD, if successful bidder has either not accepted the Work Order or not completed the contractual requirement within the specified period

B. Tender Document Fee

The bidders are permitted to download the bid document from LR&S Dept. website [www.landrevenue.mizoram.gov.in]. The bidder may be permitted to download the tender document from this website but, the bidder must deposit the cost of Tender document fee as mentioned in this RFP within the stipulated date and time in the office of Director, LR&S Dept., Govt. of Mizoram and obtain acknowledgement receipt thereof. The receipt must be attached with the bid at the time of bid submission.

A. Clarifications to the tender document

- a. Any prospective bidder may seek clarification/s within 5 days from the date of publication of tender
- b. Verbal clarifications and information given by the Employer (LR&S Dept.) or any of its employee(s) or representative(s) shall not in any way be entertained or binding on the Employer (LR&S Dept.)
- c. The bidder is required to carefully examine the Terms & Conditions including specifications of this Tender document and fully inform itself with all the terms and conditions which may in any way affect the Work or the cost involved thereof.

B. Clarifications to the bid

- a. To assist in the examination, evaluation, comparison and post qualification of the bids, the Tendering Authority may, at its discretion, ask any bidder for a clarification of its bid. The Tendering Authority's request for clarification and the response shall be in writing or e-mail of the Authorized Signatory of the Bidder
- b. Any clarification submitted by a bidder about its bid that is not in response to a request by the Tendering Authority shall not be considered
- c. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Tendering Authority in evaluation of the bids

C. Amendment to tender document

- a. At any time prior to the deadline for submission of the Bids, if the Tendering Authority deemed it necessary to amend the Tender document, it shall do so by issuing appropriate Corrigendum / Addendum.
- b. Any Corrigendum/Addendum issued shall be a part of the Tender document and shall be published on the LR&S Dept. Mizoram portal [www.landrevenue.mizoram.gov.in]
- c. To give prospective Bidders reasonable time to take a Corrigendum/Addendum into account in preparing their Bids, the tendering authority may, at its discretion, extend the deadline for the submission of the Bids
- d. Any change in date of submission and opening of bids would be published through LR&S Dept. Mizoram website and Mizoram tender portal.

A. Cost of bidding

The Bidder shall bear all the risks and costs associated with the preparation and submission of its Bid, and the Tendering Authority shall not be responsible or liable for those risks and costs, regardless of the conduct or outcome of the bidding process.

B. Language of bids

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Tendering Authority, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in any other language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

C. Bid submission

The Bid shall be submitted within the specified time and date in printed format only to the LR&S Dept., Govt. of Mizoram in the following manner:

- a. The bidders should submit their responses as per the format given in this RFP in the following manner
 - I. Pre-Qualification Proposal in first envelope
 - II. Technical Proposal in second envelope
 - III. Commercial Proposal in third envelope
- b. The response to Pre-Qualification Proposal, Technical Proposal and Commercial Proposal (as mentioned above) should be covered in separate sealed envelopes super-scribing, "Pre-Qualification Proposal", "Technical Proposal" and "Commercial Proposal" respectively.
- c. Please note that prices should not be indicated in the Technical Proposal.
- d. The three envelopes containing copies of Pre-Qualification Proposal, Technical Proposal and Commercial Proposal should be put in another single larger sealed envelope clearly marked "Response to RFP for Selection of System Integrator for Development of Comprehensive and Integrated GIS Based System for Maintenance and Management of Land Records in Mizoram."
- e. The outer envelope thus prepared should also indicate clearly the name, address, telephone number, mobile number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- f. The Bidder shall make sure that the Proposals are properly bind and all the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- g. All pages of the bid including the duplicate copies, shall be initialled and stamped by the person or persons who is authorised to sign the bid.

D. Submission of Bids

a. *Bidder shall submit their bid physically in printed format only*, which shall be signed and stamped on each page by the designated authorized representative of the Bidder.

E. Filling of Bids.

- a. Bids shall be submitted with the formats and schedules given in the Tender document duly filled in. The completed formats and schedules shall be considered as part of the contract documents in case the same Bidder becomes Successful Bidder.
- b. The Bids which are not in conformity to the schedules and formats of the Tender document will be considered incomplete and will be summarily rejected.
- c. No alteration should be made to the format and schedules of the tender document. The Bidder must comply with all the requirements as laid down in this RFP.
- d. Tender should be filled in only with ink or typed and must be submitted physically to LR&S Dept.
- e. All additions, alterations and over-writing in the bid must be clearly signed by the authorized representative of the bidder otherwise bid shall be summarily rejected.
- f. The bidder must quote the prices strictly in the manner as indicated herein, failing which bid will be liable for rejection. The rate/prices shall be entered in words as well as in figures. These must not contain any additions, alterations, over-writing, cuttings or corrections and any other marking which leave any doubt and further may result in rejection of such Bid.
- g. The Tendering Authority will not be responsible to accept any cost involved in the preparation or submission of bids.
- h. All bids and accompanying documents shall be addressed to Director, LR&S Dept., Govt. of Mizoram.

E. Alternative Bids

Alternative bids shall not be entertained.

F. Bid Prices

- a. All the prices should be quoted only in Indian Rupees (INR) Currency.
- b. The prices quoted in the Bill of Material Excel file (BOM.xls/BOM.xlsx) should be inclusive of GST/any taxes and other government levies as applicable. The present rates of applicable taxes shall be indicated by the bidder in its Bid, which is subject to statutory variation. In case the GST/taxes/Govt. levies are reduced, the same shall be adjusted by the successful bidder in the price/cost of material or service.
- c. The bidder will furnish the break-up of the quoted price in Financial Bid according to the SECTION9: FORMAT FOR FINANCIAL BID SUBMISSION, indicating rate and type of each tax clearly, as per the rates prevailing at the time of bid submission. Any statuary variation and imposing of new tax by the government after bid submission shall be on LR&S Dept.

2.6 Period of Validity of Bids

- a. The bid validity period is provided in the table mentioned in the Notice Inviting Tender (NIT) section. Bids mentioning a shorter validity period than specified are likely to be summarily rejected.
- b. The Tendering Authority may ask for extension in the validity period. The Bidder will be at liberty to accept it or not. In case Bidder agrees to extend the validity period without changing its original offer, the bidder will be required to extend validity period of the Bid Security / EMD suitably.

2.7 Signature of bidder

- a. The bid must contain the name, address and place of business of the Bidder and must be signed and sealed by the Designated Authorized Representative of the Bidder. The name of such person should also be typed or printed below the signature.
- b. Bids by corporation/company must be signed by the Authorized representative of the Bidder with the legal name of the corporation/company.
- c. Satisfactory evidence of authority (Power of Attorney) of the person signing on behalf of the Bidder shall be furnished with the bid.
- d. The Bidder's name stated on the proposal shall be exact legal name of the firm.
- e. Bids not conforming to the above requirements of signing shall be disqualified.

2.8 Delay in bid submission

The tendering authority shall not consider any bid that arrives after the deadline for submission of bids as indicated in the Notice Inviting Tender (NIT). Any bid received by the tendering authority after the deadline for submission of bids shall not be accepted.

2.9 Receipt of Bids

Bids shall only be submitted in hardcopy physically to LR&S Dept., Govt. of Mizoram.

2.10 Withdrawal, Substitution and Modification of Bids

A bidder cannot withdraw, substitute or modify its bid after submitting it to the LR&S Dept., Govt. of Mizoram.

2.11 Bid Opening

- a. LR&S Dept. shall perform the Bid opening at the specified place, date and time in the presence of bidders or their authorized representatives who may choose to be present.
- b. Only the bids of those bidders who qualify post the Technical Bid evaluation shall be eligible for Financial Bid opening. The date and time of Financial Bid opening to the technically qualified Bidders would be intimated later.

2.12 Opening and Evaluation of Technical bids

- 1. The evaluation will be made based on quality cum cost (QCBS), with a weightage to quality of services and cost in the ratio of 80:20.
- 2. The Evaluation Committee would evaluate the technical bids. Bidders may be requested to give the presentation on their proposed solution if required. The presentation would not be a part of the technical evaluation process.
- 3. The overall objective of this evaluation process is to select the capable and qualified firm in the business domain of developing and rolling out a Portal, related hardware and other infrastructure, providing associated capacity building, training and handholding support as well as associated managed services and who will provide a comprehensive solution towards Supply, Installation, Integration, Commissioning, Development, Deployment, Operation & Management of software Application and hardware provisioning.
- 4. First the Pre-Qualification Proposal will be evaluated and only those bidders who qualify the requirements will be eligible for the next set of evaluations. Technical Proposal and Commercial Proposal of Bidders who do not meet the Pre-Qualification criteria will be returned without opening.
- 5. The technical score of all the bidders would be calculated as per the criteria mentioned below. All the bidders who achieve at least 70% in the technical evaluation would be eligible for the next stage, i.e., Commercial Bid opening. Bids which do not secure the minimum specified technical score will be considered technically non-responsive and hence debarred from being considered from Commercial evaluation. Scores of technically qualified Bidders

- shall be weighed on a scale of 70% and shall be carried forward for evaluation together with the scores of Commercial evaluations.
- 6. Proposals of Bidder would be evaluated as per Technical Evaluation Criteria. Agencies / firms should clearly indicate, giving explicit supporting documentary evidence, with respect to the above, in absence of which their proposals will be rejected summarily at the qualification stage itself.
- 7. LR&S may also undertake oral clarifications with the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents.

Note:

- LR&S Dept. shall prepare the list of qualified bidders based on above criterion and accordingly will be notified through email of successful bidders and LR&S Dept. website for opening of financial bid for only such Technically Qualified Bidders.
- The EMD of the technically non-qualified bidders shall be returned within twenty-one (21) working days from the date of publishing of the list of technically qualified bidders.

2.13 Pre-Qualification Criteria

The Bidder must possess credentials as prescribed in this section. If any bidder fails to fulfill the Pre-Bid Qualification Requirements (BQR), his bid will be treated as non-responsive, and no further correspondence/clarification will be taken into consideration for the same.

It is also intimated that merely meeting the following requirements does not indicate that the bidders shall be short listed for opening of financial bid. The assessment and shortlisting of technical bids shall be made based on Technical Bid Assessment criteria.

Sr. No	Qualification Criteria	Documents/Information to be provided in the submitted proposal
1	The responding firm / agency (a) Should have made a payment of ₹2500 (Rupees two thousand five hundred only) for the RFP document (b) Should have submitted a EMD of 2% of the quoted amount.	 a. DD/receipt for ₹2500 (Document Fees) b. Earnest Money Deposit (EMD) should be on DD of 2% of quoted amount. In case of Small Scale Industries of Mizoram (MSME) it will be 0.5% of the quoted amount. In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security Deposit.

2	The Firm / Company should be in the business as System Integrator for at least 3 years as on 30th June 2022	Copy of Memorandum & Articles of Association, Certificate of Incorporation and Work orders confirming year and Area of activity should be attached.
3	The bidder should be a Registered Company or Firm in India.	Copy of Registration Certificate with Date of Incorporation or Registration.
4	The Net Worth of the responding firm must be positive as per the last audited statement.	, , ,
5	Minimum Average Annual Turnover in businesses from its Indian operation	CA audited balance sheet or certificated documents for the turnover.

NOTE: Please submit all the documentary evidence in support of the above conditions as part of the Pre-Qualification Criteria.

Sl. No.	Criteria	Max Criteria/Sub Criteria marks
1	Past Experience and status of the responding firm	35
2	Solution proposed by the responding firm	40
3	Proposed Implementation & Management Plan	10
4	Adequacy and Quality of Resources proposed for Deployment	15
	TOTAL	100

Sl. No.	Criteria/Sub Criteria	Description	Point System	Max Criteria/Sub Criteria Points
1	Past Experien responding fir	ce and status of the m	35	
a	System Integration projects	At least TWO client references for implementation of an integrated turnkey project a) Network solution and b) Software Development c) Hardware commissioning d) O&M phase for maintaining all of the above.	Weighted average to be used for the 2 case studies. For each project the marks would be based on the following: a. >INR 1 Cr = 5 points; b. >INR 50 Lakhs but less than INR 1 Cr=4 points; c. >INR 40 Lakhs but less than INR 50 Lakhs = 3 points; d. >INR 30 Lakhs but less than INR 40 Lakhs = 2 points; e. Else 0	10
b	ISO Certification	Whether the Firm have ISO 27001:2013 ISMS Certification	a. Yes - 3 b. No - 0	3
С	Software Development	At least TWO completed / ongoing software development projects	a. > 20 Projects - 15points;b. 10 Projects - 8points;	15

		in the government sector successfully. The project should have some or all of the following components: • Portal • Web based Application Server • Electronic Forms • Mobile Application	c. 5 Projects -3 points; d. 2 Projects - 1 point; e. else 0	
d	GIS based project	At least two completed/ongoing projects involving GIS implementation and survey work in computerization of land records	a. > 5 projects - 5 points b. 3 to 5 projects - 3 points c. 2 projects - 1 points	5
e	Empanelment	Empanelment under Finance Department, Government of Mizoram	 Empanelled - 2 points Not empanelled - 0 point 	2
2	Solution proposed by the responding firm		40	
а	Proposed solution	Requirements addressed as mentioned in different parts of the RFP and the quality of the solution	Evaluation Committee will evaluate whether all the points/ requirements mentioned in the RFP are addressed well and award points accordingly, the important parameters being: Solution architecture conceptualized for this project 4 points - Security architecture- 2 points - Detailed plan for Network connectivity - 1 points - Application deployment	15

			and testing Strategy -3 points - Quality Control Procedures suggested by responding firm - 3 points - Comprehensiveness of Bill of material of all the components (e.g. software, hardware, etc.) along with their quantities - 2 points	
b	Proposed Approach and methodology	Evaluation Committee will evaluate whether the implementation methodology is in line with the requirement. The important parameters being: Plan for meeting the SLA norms Redundancy and failover options.	In this section, the responding firm should: - Explain the understanding of the project requirements, highlight the expected support from the Department, approach to the services, SLA management methodology, methodology for carrying out the activities for expected output - 5 points - Highlight the associated risks / problems and plans for mitigation and explain the technical approach it would adopt to address them - 4 points - Explain the methodologies the responding firm proposes to adopt and highlight the compatibility of those methodologies with the proposed approach - 4 points - Planning and Building	15

			Infrastructure (assessment, design, integration / migration of existing infrastructure) – 2 points	
С	Training	Proposed Training and Change Management plan description to be looked into	The Evaluation will be based on: - Proposed Training Schedule – 1 point - Plan to develop Training Manuals – 1 point - Number & Quality of personnel to be deployed for training at the site of Implementation of the Project 3 points	5
d	Maintenance & Other Man power Support Team Structure	Proposed plan of formation of the manpower support team structure. Operating and Maintaining Infrastructure	The Evaluation will be based on - Proposed Staff details - Areas/domains covered	5
3	Proposed Implementation & Management Plan		10	
а	Project Management	The overall approach to be looked into	The overall project management approach adopted by the responding firm to implement the project to meet the timelines.	5
b	Detailed Work Plan	The description and quality of the work plan to be looked into.	Evaluation will be based on the detailed Project Plan including day wise, week wise activities with Work Breakdown Structures, Project estimates, milestones etc.	5
4	Adequacy and	Quality of Resources	15	

proposed for Deployment			
Quality of CV for the full time manpower to be deployed	Quality of the technical personnel to be evaluated A minimum of 12 CVs who would be working full time on project location with at least 80% having technical background.	Qualification/relevant certification of the People Involved	15
TOTAL POINTS	100		

2.15 Commercial Bid Evaluation

1. The commercial scores will be calculated as Fn = Fmin / Fb * 100 where,

Fn = Normalized financial score of the bidder under consideration Fb = Evaluated cost for the bidder under consideration Fmin = Minimum evaluated cost by any bidder.

- 2. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- 3. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- 4. Any conditional bid would be rejected.
- 5. 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".
- 6. If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
- 7. Final Evaluation of the overall score will be calculated as follows: -

Bn=0.80 * Tn + 0.20 * Fn

where,

Bn = overall score of bidder under consideration

Tn = Technical score for the bidder under consideration

Fn = Normalized financial score of the bidder under consideration

8. Contract will be awarded to the bidder securing the highest score **Bn.** LR&S reserves the right to negotiate with the Bidder whose proposal has been ranked first on the basis of best value.

2.16 Confidentiality

- a. Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award.
- b. Any attempt by a bidder to influence the tendering authority or other officials of LR&S Dept. in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions shall result in the rejection of its bid and EMD of such bidder shall be forfeited.
- c. From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Tendering Authority on any matter related to the Bidding process, the bidder may do so in writing only.

2.17 Non-Material Non-Conformities

- a. Provided that a bid is responsive, the Tendering Authority, to rectify omission in the bid related to requisite documents may request the bidder to submit the necessary information or documentation provided that the required information was in existence as on date of opening of bid
- b. No new information created after opening of bid shall be considered

2.18 Disqualification

Tendering authority may at its sole discretion and at any time during the processing of bid, disqualify any bidder/ bid from the bid process on following grounds,

- a. Any action on the part of the bidder to revise the rates/prices and modification in technical or commercial substance of Bid, at their own.
- b. Submission of any supplementary information unless & otherwise asked for at his own instance after the opening of the Bid may result in rejection of the Bid and blacklist such bidder/s from submission of Bid to LR&S Dept., Govt. of Mizoram for next two years from the date of such instance.
- c. The Bidder has been disqualified from any other Govt. or Govt. agency in India for any violation of code of conduct.
- d. In case of bidder not adhering to the format of financial offer given with this document the bid may be rejected.
- e. In case of any misapprehension at bidder level which may lead to wrong price bidding, LR&S Dept. reserves the right to reject the bid or take necessary loading / unloading to arrive at the correct price as per aspersion of LR&S Dept. / tender specification. Accordingly, the bidders are advised to ask to clarify about any misapprehension before bidding. No excuse shall be considered in this regard.
- f. Bidder does not meet the Qualification Requirement (QR) as mentioned in the bidding document.
- g. During validity of the bid or its extended period, if any, increases his quoted prices, except for changes in GST, taxes, and other govt. levies, if any.
- h. Has submitted a conditional bid or imposed conditions in its bid.

- i. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- j. Has been blacklisted by any utilities in India as on 31.3.19.
- k. Has submitted bid which is not accompanied by required documentation and Bid Security / EMD/Tender document fees.

Note: Bidders may specifically note that while processing the bid documents, if it is found, expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form a cartel resulting in delay/ holding up the processing of bids then the bidders so involved are liable to be disqualified for the contract as well as for a further period of two years from participation in any of the bids floated by any department under Govt. of Mizoram.

2.19 Award of contract

A. Acceptance of the bid and award of project/contract

- a. After the selection of the Successful Bidder by the Tendering Authority within the validity period of Bid, the Tendering Authority shall inform such Bidder in writing by issuing Work Order.
- b. The Successful Bidder shall send an acceptance and acknowledgement of the Work Order to the LR&S Dept., post which LR&S Dept. shall prepare and sign a detailed work Contract to the Successful Bidder
- c. In case, the Successful Bidder refuses to accept Work Order, and not intent to perform the scope of work, the offer shall be rejected with forfeiture of its BID SECURITY/EMD, and order may be placed to the bidder with the second highest score.
- d. LR&S Dept. shall issue Work Order to the Successful Bidder requiring the successful bidder to do the following things within specified timeline. If the Bidder fails to do the following things within specified timeline, BID SECURITY/EMD of such Bidder may be forfeited and Tendering Authority may consider the next ranked bidder to award the project.
 - i. Written Letter of Acceptance of Work Order along with duly signed and sealed copy of such Work Order as token of such acknowledgement within seven working days.
 - ii. Submission of Performance Bank Guarantee (PBG) as required to be submitted under the Contract within 21 working days.
 - iii. Signing of the Contract (based on the terms & conditions of this Tender Document) with the LR&S Dept. within 30 working days after issue of Contract format by LR&S Dept. to the Successful Bidder. In case any of the party (LR&S Dept. and the Successful Bidder) is unable to sign the Contract within 21 working days, it shall inform the other party in advance regarding the same along with the reason and suitable time for signing of the Contract.

- e. Decision on bids shall be taken within original validity period of offers. If the decision on acceptance or rejection of a bid cannot be taken within the original bid validity period due to unavoidable circumstances, all the bidders shall be requested to extend validity period of their bids up to a specified date. It is discretion of bidder to accept the extension or not. Those bidders who do not accept shall be discontinued from the bid process and their BID SECURITY/EMD may be refunded.
- f. Until a formal Contract is prepared and signed, the Work Order/ LOI shall constitute a binding Contract.

2.20 Signing of contract agreement

- a. The successful bidder will, on receipt of Work Order from the LR&S Dept.enter a contract with the LR&S Dept. by jointly signing the Contract.
- b. The draft of the contract based on terms and condition, will be forwarded to the successful bidder for execution by the LR&S Dept.
- c. The Contract will be signed within 21 days thereafter. The person to sign the Contract must be duly authorized by the Bidding entities.

2.21 Reservation of Rights

To take care of unexpected circumstances, the Tendering Authority shall reserve the rights for the following:

- a. Extend the last date & time for submission of the bids.
- b. Amend the Tender Document at any time prior to the last date & time of submission of Bids.
- c. To reject any bid without assigning any reasons.
- d. Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of bids.
- e. Seek the advice of external consultants to assist LR&S Dept. in the evaluation or review of bids.
- f. Make enquiries of any person, company or organization to ascertain information regarding the bidder and its bids.
- g. Reproduce for the purposes of the procedure the whole or any portion of the bids despite any copyright or other intellectual property right that may subsist in the bids.

Note: Direct or indirect canvassing on the part of the Bidder or his representative/s would be a ground for disqualification of such Bidder from this process.

2.22 Lack of competition

A situation may arise where, after evaluation of Bids, the Tendering Authority may endup with one responsive bid only. In such a situation, the Tendering Authority shall act as per the Constitution of Purchaser Advisory Board and Guidelines for Regulating Supply and Purchase of Materials, Govt. of Mizoram and accordingly measures will be taken.

2.23 Other general terms of tender

- a. LR&S Dept. does not bind itself to accept the lowest or any bid or any part of the bid and shall not assign any reason(s) for the rejection of any bid or a part thereof.
- b. The fact of submission of bid to the LR&S Dept. shall be deemed to constitute an agreement between the Bidder and the LR&S Dept. whereby such bid shall remain open for acceptance by the LR&S Dept. and Bidder shall not have option to withdraw his offer, impair or derogate the same. If the Bidder is notified during the period of validity of bid that his bid is accepted by the LR&S Dept., the bidder shall be bound by the terms of agreement constituted by bidder's bid and such acceptance thereof by the LR&S Dept., until formal contract of the same bid has been signed between the successful bidder and LR&S Dept. in replacement of such agreement.
- c. The successful bidder will have to sign the contract agreement for the proper fulfillment of the contract. In case of ambiguous or contradictory terms and conditions mentioned in the Tender Document/Bid, interpretations may be advantageous to LR&S Dept. may be taken, if satisfactory clarification is not furnished within the prescribed period.
- d. LR&S Dept. will not be responsible for any cost or expenses incurred by the bidder in connection with preparation or submission of bids.
- e. LR&S Dept. reserves the right to:
 - i. Reject or accept any bid.
 - ii. Cancel the bid process and reject all applications.
 - iii. LR&S Dept. shall neither be liable for any action nor be under any obligation to inform the bidders of the grounds for any of the above actions.

2.24 Special Conditions of Tender

- a. If the services of the vendor are not as per the awarded work for three consecutive months after commencement of work, then LR&S Dept. will have liberty to terminate the contract.
- b. Time is of the essence in this project. The successful bidder is expected to implement the systems for the project area as per the schedule indicated in RFP.

The Terms and Conditions of the contract shall prevail and shall be binding on the bidder and any change or variation expressed or impressed however made shall be inoperative unless expressly sanctioned by the LR&S Dept. The Bidder shall be deemed to have fully informed itself and to have specific knowledge of the provisions under Terms and Conditions of this Tender Document mentioned hereunder:

3.1 Definition of Terms

- a. In constructing these general conditions and the annexed specification, the following words shall have the meaning here in assigned to them unless there is anything in the subject of context in consistent with such construction. "LR&S Dept." shall mean the Directorate of Land Revenue & Settlement, Govt. of Mizoram, represented by Director and shall include their legal personal representative, successors and assignees
- b. The "Bidder" shall mean and include one or more persons or any firm or any company or body in corporate or consortium who has submitted the tender in response to this RFP
- c. The "Agency / Contractor / Successful bidder" shall mean the Bidder whose Bid has been accepted by LR&S Dept. and shall include its heirs, legal representative, successors and assigns approved by the LR&S Dept.
- d. The "Director" shall mean the Director, LR&S Dept., Govt. of Mizoram.
- e. "Works" mean and include the work or works to be done by the Agency under the contract.
- f. The "Contract" shall mean and include the following:
 - i. Notice Inviting Tender (NIT).
 - ii. Complete Tender document including its amendments if any.
 - iii. Bid submitted by bidder.
 - iv. BID SECURITY / EMD.
 - v. Security Deposit / Performance Bank Guarantee/s.
 - vi. Detailed Work Order.
 - vii. Addenda that may hereafter be issued by the LR&S Dept. to the Agency in the form of letter and covering letters and schedule of prices as agreed between the Agency and LR&S Dept.
 - viii. The agreements to be entered as per Tender Document.
 - ix. Requisite Power of Attorney in favour of the authorized signatory of the Bidder.
- g. The "Specification" shall mean the specification; specific conditions annexed to the General Conditions, the contract schedule, and the annexure thereto, if any.
- h. The Month shall mean, English calendar month i.e., period of 30 days and week shall mean a period of 7 days
- i. The "Site" shall mean the place or places named in the contract and include, where applicable, the lands and buildings upon or in which the works are to be executed.

- j. "Acknowledgement of Letter of Intent" shall mean the Bidder's letter conveying the acceptance of it being successful bidder and its intent to perform the contract.
- k. "Acknowledgement of Work Order" shall mean the Bidder's letter conveying the acceptance of the tender as per the terms and conditions as been stated therein.
- l. The "Contract Price shall mean the sum named in or calculated in accordance with the provisions of the contract purchase or any amendments thereto.
- m. "Work Order" shall mean LR&S Dept.'s letter which may be issued in the way of letter containing detailed terms and conditions of the work and such other particulars which LR&S Dept. may like to convey to the Agency pending signing of a formal written Contract.
- n. "Writing" shall include any manuscript type written or printed statement under or over signature or seal.
- o. Works importing "PERSON" shall include firms, Companies, Corporations and other bodies whether incorporated or not.
- p. Words importing the singular only shall also include the plural and vice version where the context requires.
- q. Terms and expressions not herein defined shall have the same meaning as one assigned to them in the Indian Contract Act (Act IX of 1872) and falling that in the General Clause Act, 1897.

3.2 Contract

After the selection of successful bidder, LR&S Dept. will issue subsequently a detailed Work Order (WO) to such bidder. A contract shall be entered and agreed between LR&S Dept. and the successful bidder.

3.3 Contract Value

Contract Value shall be termed as total order value as quoted / accepted by the Successful Bidder in the Financial Bid.

3.4 Contract period

The contract period shall be initially for a period of 1.6 years (or 18 months) including the requirements study, understanding scope of work, software development, testing, installation, setup, Roll-out period from the date of award of contract. The contract period may further be extendable as per mutual agreement.

Annual Maintenance and support cost for 2 years may be included in the quotation by the bidder. Annual maintenance and support duration is exclusive of the contract period of 18 months.

3.5 Implementation Period

The implementation period of project for shall as defined in this document where in all the hardware, software, resources, etc. should be procured/installed/deployed by the Successful bidder. The implementation period for this project shall be maximum 18 months from the date of award of contract. While development and implementation period are flexible, the total duration of the project shall not exceed 1.6 (18 months) years.

3.6 Termination of Contract

If the services rendered by the Successful bidder fail to meet the bare minimum requirements of LR&S Dept. for two consecutive months after commencement of work then, LR&S Dept. will have liberty to terminate the contract. Bare minimum requirement is,

- a. Project Schedule Variance should be less than 10%.
- b. Project Cost Variance should be less than 10%.
- c. Implementation part should be completed within the total 18months.

3.7 Fallback Arrangement

a. In the event of failure of the Successful bidder to fulfill its obligations, duties and responsibilities as per the terms & conditions of the Contract, LR&S Dept. shall inter-alia have the right, at any time to resort to fallback arrangement. Under such arrangement, LR&S Dept. shall take charge of all facilities and systems whether in operation or under execution after giving suitable notice as provided in the Contract and can recover the losses suffered due to such failure from the PBG/s and other holding/s of Successful bidder with LR&S Dept. If the PBG/s and other holding/s of Successful bidder is/are insufficient, the Successful bidder shall pay the difference to LR&S Dept. failing which LR&S Dept. shall have right to recover the sum through legal or other means.

- b. The LR&S Dept. shall have the right in such circumstances to manage the system itself after taking charge of the facilities as above or through any other successful bidder as it may deem fit and no claim of Successful bidder for compensation in this respect shall be entertained/entered.
- c. The LR&S Dept. shall have the right in such circumstances to lacklist / bar/disqualify the Successful bidder from submission of Bid to the any Govt. Agency in Mizoram at least for two years.

3.8 Handing Over on Termination / Project Completion

- a. The Contract shall require the Successful bidder to cooperate in handing back the facilities, records, data backup and documents, software license/s if any with documentations, user manuals, installation guide, etc. to LR&S Dept. after termination of Contract.
- b. The ownership of all data, information, application, database, software, hardware, Intellectual Property rights, designs, diagrams, architecture, and Patents, etc. shall be with LR&S Dept.
- c. The LR&S Dept. shall have full rights without any hindrance/inhibition to use all components of the system setup under this project for any further enhancement, or development.
- d. The bidder may not claim any stake in the project after completion of the contract period.
- e. LR&S Dept. may decide to select another bidder for any future enhancement, development or O&M of the component setup under this project after completion of the bidder's contract under this project.
- f. In the event of termination or expiry of contract, the bidder shall be responsible for the transition activities to be completed across a transition period of as decided by LR&S Dept. (within the contract period). These activities shall also be applicable in case of reduction in scope of services if applicable. The successful bidder shall provide knowledge transfer to operations team through workshop, discussion sessions and response to queries. The bidder should ensure that its team has handed over administration rights/passwords to the new operations team as nominated/decided by LR&S Dept.

In case LR&S Dept. observes the lack of willingness to manage transit/ sharing of information or lack of support from Successful bidder (selected through this RFP), LR&S Dept. shall have absolute discretion to levy severe penalties and deduct the amount from monthly billing or Performance Bank Guarantee/s.

3.9 Performance Bank Guarantee (PBG)

a. A Performance Bank Guarantee (PBG) equivalent to 5% (Five Percent) of the total contract value shall be furnished by the Successful Bidder within 21 days of receipt of Work Order from LR&S Dept., through crossed Bank Demand Draft or by way of Bank Guarantee. The Performance Bank Guarantee shall be valid for three months in addition to the entire contract period (i.e., Contract time + 3 months). It will be the responsibility of the Successful bidder to get its PBG

extended, if required. The LR&S Dept. may invoke the Performance Bank Guarantee without giving any information to the Successful bidder if validity of PBG expires in less than the mentioned time.

b. The Bank guarantee in the prescribed format must be from any Nationalized/Scheduled Bank. The Successful bidder may furnish Bank Guarantee on stamp paper of Mizoram state and shall furnish a certificate of Banker that the stamp duty has been paid as per prevailing rules of Mizoram.

3.10 Agency to Fully Inform Itself

The Contract shall be considered to have come into force from the date of its signing. The Agency shall be deemed to have carefully examined the Tender document including General Conditions, specifications and schedules. Also, it shall be deemed to have satisfied itself with the nature and character of the work to be executed and where necessary, of the site conditions and other relevant matters and details. Any information thus had or otherwise obtained from the LR&S Dept. or any of its employees shall not in any way relieve the contractor from his responsibility for the supplying of the Infrastructure, hardware, software and other equipment and executing the work in terms of the contract including all details and incidental works and supply all accessories or apparatus which may not have been specifically mentioned in the contract but necessary for ensuring complete erection and safe and efficient working of the envisaged system.

3.11 Contract Documents

- a. The order placed under this Tender document shall be governed by the terms and conditions as incorporated in this Tender document and as given in the detailed work order. The terms and conditions as specified in this Tender document if differ from the terms indicated in the detailed work order the later shall prevail.
- b. The contract shall for all purposes be construed according to the Laws of India and subject to jurisdiction of Mizoram Courts only. For the due fulfilment of the contract, the Agency shall execute the Contract in the prescribed form, in prescribed number of copies on Mizoram State Non-judicial stamp paper bearing stamp duty as applicable. The expenses of completing and stamping the Contract shall be borne by the Agency. Such Contract shall be executed and signed by the authorized signatory of the Agency on each page thereof.
- c. Such complete agreement forms along with the contract documents together with a "Power of Attorney" in favour of the Executants shall be required to be returned to the LR&S Dept. within a period of 15 days from the receipt of order duly signed on each page. One copy of the executed agreement duly signed by the LR&S Dept. shall be sent to the Agency.
- d. The contract documents shall mean and include the following:
 - i. Contract agreement.
 - ii. Notice Inviting Tender (NIT).

- iii. Complete Tender document including its amendments if any.
- iv. Bid submitted by bidder.
- v. BID SECURITY / EMD.
- vi. Security Deposit/ Performance Bank Guarantees (PBG).
- vii. Detailed Work Order and its annexure/s, if any.
- viii. Addenda that may hereafter be issued by the LR&S Dept. to the Agency in the form of letter and covering letters and schedule of prices as agreed between the Agency and LR&S Dept.
 - ix. The agreements to be entered as per Tender Document.
 - x. Requisite Power of Attorney in favour of the authorized signatory of the Bidder.

3.12 Maintenance of Facilities and Personnel

- a. The Successful bidder shall maintain all requisite facilities at Aizawl of its own as required to carry out the work as per the Tender document.
- b. **Facilities** The Successful bidder shall provide and maintain a controlling office with requisite infrastructure at Aizawl with proper staff & facilities like telephone with fax, mobile phone, Internet etc. at its own cost and shall remain open at all reasonable hours to receive communications.
- c. **Personnel** The Successful bidder shall deploy exclusive supervisory and other personnel for efficient management of the work under contract. Apart from the personnel specified in the scope of work. However, this contract is on service model, Successful bidder shall be responsible for smooth & timely execution of work by appointing enough manpower.
 - i. Manager or an alternate shall be available for communication during 9 am to 5 pm on all days
 - ii. Successful bidder shall not change the Manager/nodal officer, if employee has not left the service
 - iii. Successful bidder shall immediately inform LR&S Dept. about any change of personnel/contact numbers through email and post.
 - iv. Successful bidder shall issue identification cards (ID card) to all its personnel engaged in the work under the contract. The identification card duly signed by authorized signatory of managerial position of the successful bidder. The format of such ID card shall be approved by concerned LR&S Dept. Officer. The ID card format shall be consisting of key details of employees and photograph of the concerned personnel along logo of the Successful bidder. The LR&S Dept. will countersign the ID cards and return the ID cards to the Successful bidder for distribution to the concerned personnel. The IDs shall be handed back to the LR&S Dept. after the completion of work under the contract.
- d. **Nodal Officer for Execution of Project** After award of contract, to interact between the field offices and Successful bidder, LR&S Dept. shall appoint a Nodal Officer. Similarly, the Successful bidder shall communicate the name of the authorized person(s) that would act as a Nodal Officer(s) from Successful bidder's side.

3.13 Agency's Rights

- a. The Agency will be given rights to operate in the area during the Contract period for carrying out the work, which shall cease to exist on completion of the said period or on termination of the Contract.
- b. The Agency's rights in the area will be working as an agent of LR&S Dept. for Development of Comprehensive and Integrated GIS Based System for Maintenance and Management of Land Records in Mizoram.

3.14 Contract Agreement

- a. The Contract shall set out specific events of default by one party that will entitle the other party to terminate the Contract. The party committing an event of default, which is capable of being remedied, will be given a reasonable opportunity to remedy the default.
- b. The Contract can however be otherwise terminated by either party by giving two-month notice and on terms to be mutually agreed which may include payment of suitable compensation for losses suffered by the other party due to such termination.
- c. Agency shall indemnify LR&S Dept. against any claims, demands, costs and expenses whatsoever which may be made against LR&S Dept., because of failure of the Agency or its representatives in the performance of their duties and negligence, any accident or injury to any person.

3.15 Mode and Terms of Payment

- a. Project is a service project and not simply a project involving supply of Goods and construction of works. Hence, the payment will be made only if services are rendered by the Successful bidder as agreed upon.
- b. All the payments to the Successful bidder will be made as per the Payment Schedule and Terms of Payment set out in this RFP, upon submission of invoices along with relevant Sign –Off from DLR&S.
- c. In the event of premature termination of the agreement prior to the launch of the Project, the Successful bidder shall not be eligible to receive any compensation or payment.
- d. In the event of the premature termination of the agreement postcommencement of the work and operations, the successful bidder would be eligible to payment from their work executed as per milestones given below.

Activity No	Milestone	% Of Contract Value
1	Advance Against Performance Bank Guarantee	10%
2	Requirement Study and Preparation of High- Level or Low-level requirements	15%
3	Solution Testing, Modification & User Acceptance of the Application	30%
4	System "Go Live" at Pilot District	15%
5	System "Go-Live" (State-wide Roll Out)	20%
6	Application Maintenance as per SLA	5%
7	Handover of total project after 2 years as per SLA	5%

3.16 Service Level Agreement (SLA)

Service Level Agreement (SLA) is the contract among the DLR&S and the Project Implementation Successful bidder. SLA defines the terms of the System Integrator's (SI) responsibility in ensuring the performance of the Project based on the agreed Performance Indicators as detailed in the Agreement. This section defines various Service Level Indicators for the project, which can be considered by the State in the Service Level Agreement with operator.

The Table below summarizes the Indicative Performance Indicators for the services to be offered by the project Implementation Successful bidder.

S. No. Indicative SLA Parameter SLA Ta	rget
--	------

1	Completion of all work modules & milestones	95%
2	Availability of all critical functionalities of all the modules	98%
3	Availability of Helpdesk personnel during ofice hours for logging calls	97%
4	Resolution of Priority 1 Calls	Within 6 Hours of logging the call
5	Resolution of Priority 2 Calls	Within 24 Hours of logging the call
6	Resolution of Priority 3 Calls	Within 48 Hours of logging the call

- a. **Measurement of SLA**: The Measurement of SLA parameters shall be decided by PMU and PMC jointly). Implementation Successful bidder should provide necessary monitoring software like SLA Monitoring tools, peripherals and other network devices.
- b. **SLA Reporting**: Other than the standard reports generated from SLA tool, any other customized reports required by DLR&S and PMCmust be submitted by the selected bidder to be mutually agreed by both the parties.

3.17 Penalties

Parameter	Availability during working hours	Penalty				
Application	Within SLA	Nil				
	Less by 1% of SLA	0.5% of the Scheduled Payment milestone/amount				
	Less by >1% but < 2% of SLA	Additional 1% of the Scheduled Payment milestone/amount				
	Less by >2% but <5% of SLA	Additional 2% for every %age				
	Less by >5% but <20% of SLA	Additional 2.5% for every %age				
	>20% of SLA No Payment	No Payment				
	Within SLA	No penalty				

3.18 Implementation and Roll-out Schedule

- a. The Successful bidder must submit the plan for customization and roll-out of the scope of the work as per the terms and conditions of the award.
- b. Penalty will be levied for delay in execution and rollout as per the Penalties given in this Tender document.

Sno.	Activity	Time Frame	
1	Signing of Agreement/Contract with the Implementation Successful bidder	T1	
2	Requirement Study and Preparation of High-Level or Low-level requirements and Sign-Off	T1+1 Month	
3	Solution Design and Development	T1+2 Months	
4	Solution Testing, Modification & User Acceptance	T1+10 Months	
7	Testing	T1+ 11 Month	
8	System "Go-Live"	T1 + 12 Month	
9	Solution Documentation and User Manuals	T1+13 Month	
10	Operational Support and Maintenance (Managed IT services)	T1+ 18 Months	

Note: Implementation schedule is to be complied with. In case if implementation is delayed, neither the contract period as specified in this RFP shall be increased, nor any additional payment shall be made to the Successful bidder. T1 is the start of project.

3.19 Governing Laws and Jurisdiction

The Indian Law shall govern the agreement. Only appropriate courts in Mizoram shall have exclusive Court Jurisdiction to deal with any matter arising out of or relating to the agreement or otherwise.

3.20 Jurisdiction for Legal Proceedings

The contract shall be governed by the laws of India for the time being in force and be subject to the court of competent jurisdiction at Aizawl, Mizoram. All disputes, differences questions whatsoever arising between the LR&S Dept. and the successful bidder upon or in relation to or in connection with the Contracts shall be deemed to have arisen at LR&S Dept. Headquarter only and no court other than court at Aizawl, Mizoram shall have jurisdiction to entertain or try the same.

3.21 Settlement of Disputes

At any time, any question, dispute or difference whatsoever which may arise between LR&S Dept. and the Successful bidder, the same shall be decided by Director, LR&S Dept., and Secretary, LR&S Dept. or by the settlement committee constituted by them and shall be final and binding on both the parties.

3.22 Conduct of Successful bidder Staff

If any of the Successful bidder's employees shall, in the opinion of LR&S Dept., is guilty of any misconduct, incompetence, or negligence, then if so, directed by LR&S Dept., the Successful bidder shall at once remove such employee and replace him by an equally qualified and competent substitute.

3.23 Lien

In case of any lien or claim pertaining to the work and responsibility of the Successful bidder for which LR&S Dept. might become liable, it shall have right to recover such claim amount from the Successful bidder.

3.24 Force Majeure Conditions

If at any time during the currency of the Contract the performance in whole or in part be prevented or delayed by reason of any war hostility acts of public enemy, civil commotion, sabotage, fire floods, explosion, epidemics, quarantine restrictions, strikes, lockouts or acts of god (hereinafter referred to as Events) then, provided notice and adequate proof of the production/dispatch having suffered on account of these events is given within 21 days from the date of occurrence thereof the provision of penalty Clause/s shall not be invoked by LR&S Dept. provided further that the deliveries under the contract shall be resumed, as soon as practicable after such event (s) has ceased to exist and the decision of the LR&S Dept. as to whether the deliveries have been so resumed or not shall be final and conclusive provided further that in case the strike/lockout prolongs beyond a period of seven days, the supplier shall immediately inform about the same to the LR&S Dept. in which case the LR&S Dept. reserves the right to procure the material equipment on order or part thereof from any other source at the risk and cost of the successful bidder.

3.25 Completeness of Contract

The contract shall be considered completed on termination of the contract period after full handing over of software, data, user guides, installation documents or material and clearing all dues towards the successful bidder as specified in this document and certified by Director, LR&S Dept.

The bidder shall ensure that all Intellectual Property (IP) rights which were created or acquired for this project must be handed over / transferred in the name of LR&S Dept. or its representatives before final sign-off or project completion report. Any data, system, application, or any custom development which is done for this project during the tenure of the project by the successful bidder shall belong to the LR&S Dept. The bidder or consortium partner/s or their representatives or employees shall not have any ownership of the same.

3.26 Death, Bankruptcy, etc.

a. If the Successful bidder shall die or dissolve or commit any act or bankruptcy or being a corporation commence to be wind-up except for reconstruction purpose or carry on hits, business under a receiver, the executors successors, or other representatives in law of the state of the Successful bidder or any such receiver, Liquidator, or any persons to whom to the contract may become vested shall forth-with give notice thereof in writing to the LR&S Dept. for one (1) month during which it shall take all reasonable steps to prevent stoppage of the work, have the option of carrying out the contracted work subject to providing such guarantee as may be required by the LR&S Dept. but not exceeding the value of the work provided however that nothing mentioned above shall be deemed to

- relieve the Successful bidder or his successors of his or other their obligations under the contract under any circumstances.
- b. In the event of stoppage of the work the period of the option under this clause shall be seven (7) days only. Provided that, should the above option be not exercised, the contract may be terminated by the LR&S Dept. by notice in writing to the Agency and the same power and provisions reserved to the LR&S Dept. as mentioned in the Tender in the event of taking the work out of the Successful bidder's hand's shall immediately become operative.
- c. Change of name of the Successful bidder at any stage after Bidding Process, the LR&S Dept. shall deal the same as per prevailing rules of the LR&S Dept.

3.27 Rules and Regulations

The job shall be carried out as per the rules, regulations as prevailing in LR&S Dept., which shall be made available to the Successful bidder. These rules and regulations may be modified by LR&S Dept. from time to time and would be intimated to the Successful bidder for incorporating during the currency of Contract.

The Successful bidder will also follow the labour regulations and the directions of Government and other authorities enforcing the regulations and comply with any other relevant legislation in force from time to time.

3.28 Failure to Execute the Contract

Successful bidder failing to execute the order placed on them to the satisfaction of LR&S Dept. under terms and conditions set forth therein, will be liable to make good the loss sustained by the LR&S Dept., consequent to the placing of fresh orders elsewhere at higher rate, i.e. the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed. This is without prejudice to the imposition of Penalty/ Liquidated Damages and forfeiture of Performance Bank Guarantee (PBG).

3.29 Effective Recoveries

Any loss, arising due to non-fulfilment of this contract or any other contract, will be recovered from the Performance Bank Guarantee (PBG) held and or any other amount due to the Successful bidder from the LR&S Dept. from this Contract as well as from other contracts, if any.

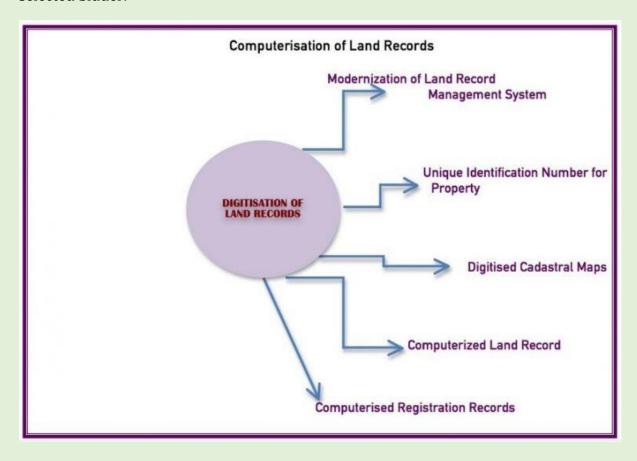
SECTION 4: Scope of Work

The scope of work for the System integrator is to develop a modern, comprehensive and transparent land records management system in the state of Mizoram as per the solution architecture designed by the Project Management Consultant with the aim to implement the conclusive land-titling system with title guarantee, which will be based on four basic principles, which is as follows:

- A single window to handle land records (including the maintenance and updating of textual records, maps, survey and settlement operations and registration of immovable property)
- The mirror principle, which refers to the fact that cadastral records mirror the ground reality.
- The curtain principle which indicates that the record of title is a true depiction of the ownership status, mutation is automated and automatic following registration and the reference to past records is not necessary.
- Title insurance, which guarantees the title for its correctness and indemnifies the title holder against loss arising on account of any defect therein.
- Digitization of Cadastral Maps and Integration with RoR Data.
- Updating of the Survey Resettlement Records.
- Integration of registration data with the Land Record Management System
- Data Security with Open Web Application Security Project (OWASP) international security standards with encryption technologies such as SSL, etc.
- Computerization of the existing land records which includes mutations or transfers.
 - Data entry, reentry, data conversion of textual records and mutation records and other land records
- Integration of spatial and textual data and digitization of maps.
- Updating of all surveyed data, re-surveyed data and settlement of records including cadastral records wherever necessary.
- Property registration and its integration with the land records maintenance system.
- Development of core Geospatial Information System (GIS)
- Capacity building and training.
 - o Organizing training, workshops etc.
 - o Promoting soft skills and use of technology
- Maintenance of life cycle of land or property in the system.

4.1 Solution Overview

Solution architecture document would be provided to the selected vendor or successful bidder. Architecture design and solutions would be discussed with the selected bidder.



4.2 Functional Requirements Specification

BPR and Functional requirements specification document would be provided by the PMC to the selected vendor or successful bidder.

4.2.1 Software Requirements Specification or High-Level/Low level requirements

High-Level or Low-level requirements (in place of software requirements specification) would be provided by the system integrator.

4.2.2 Operation & Maintenance

- a. The Successful bidder shall depute the requisite manpower at appropriate levels across the project area for upkeep of the hardware's installed at sites.
- b. The Successful bidder must train the selected revenue staffs and officials at appropriate levels for maintenance of the software system, undertaking change requests, report generation, etc.
- c. The vendor shall train revenue staffs and officials for the Cloud Infrastructure with desired uptime and maintain high availability of the same during the contract period.

- d. The Successful bidder shall install any new installations or site that are being serviced and the required infrastructure for acquiring the data form the same based on the category and type of installation shall be supplied and commissioned.
- e. The Successful bidder must maintain and continually monitor the assets installed and see to that all the infrastructure is working for providing seamless data acquisition.
- f. The Successful bidder shall acquire the data within the defined SLA of the RFP.
- g. The Successful bidder must impart training to the LR&S Dept. officers or its nominated representative/s for using the application as and when required by LR&S Dept.
- h. The Successful bidder must provide all the user manuals, installation guide and documentation with respect to the project to LR&S Dept. The training and user manuals shall also be made available online in the Web application and shall be updated as when the system is updated or changed.
- i. Any additional reports required during the tenure of contract shall be developed and made available online.

4.3 Development Methodology

Agile or Scaled Agile with a sprint cycle of 14 days.

4.3.1 Software repository (SCM)

GIT, GITHUB, GITLAB, etc.

4.3.2 Software Testing

The selected vendor or bidder would be expected to provide testing reports such as black box, white box, E2E, integration and performance testing reports to the PMC.

4.3.2 Code Quality

The selected vendor or bidder would be expected to provide code quality analysis and reports using tools such as SONARQUBE, Checkmarx, Codacy, FindBugs, etc to the PMC.

4.3.3 Continuous Integration & Delivery or DEVops

The selected bidder is expected to have in-depth knowledge on continuous integration and delivery systems in place for the successful development of the project. The LR&S department is interested to have periodic reviews and monitor progress of the development. Popular tools such as JENKINS, TeamCity, etc. is acceptable.

4.4.1 Project Management

The bidder shall assign a project manager with the authority to make commitments and decisions that are binding on the Successful bidder. Purchaser will designate a project manager to coordinate all purchaser project activities. All communications between purchaser and the Successful bidder/Contractor shall be coordinated through the project managers. The project managers shall also be responsible for all communications between other members of the project staff.

4.4.2 Project Schedule

The project implementation schedule is from the date of detailed order. Based upon the desired schedule as listed in this RFP, the bidder shall submit a preliminary implementation plan along with the bid. The detailed project implementation schedule shall be submitted by the successful bidder/contractor after award of contract to the successful bidder. Project schedule can be maintained or monitored using tools like JIRA, REDMINE or ASANA, etc.

4.4.3 Project Demo during development

The project demonstration must be conducted during development shall be at the end of every 14 days or sprint cycle or schedule. This demo can be performed live or via online mode.

4.5 Training and Capacity Building Requirements

The Implementing Successful bidder shall provide training sessions to officers or representatives identified by LR&S Dept. on the following domains (including, but not limited to):

- a. Hardware installation and maintenance.
- b. Application installation, deployment, maintenance
- c. Software Configuration Management such as GIT, GITHUB or GITLAB
- d. Database installation and backups
- e. Web Portal.
- f. Cloud administration services.
- g. Cyber Security.
- h. Application administration.

The primary objective of the training is to achieve 100% user adoption through technical and behavioral competencies.

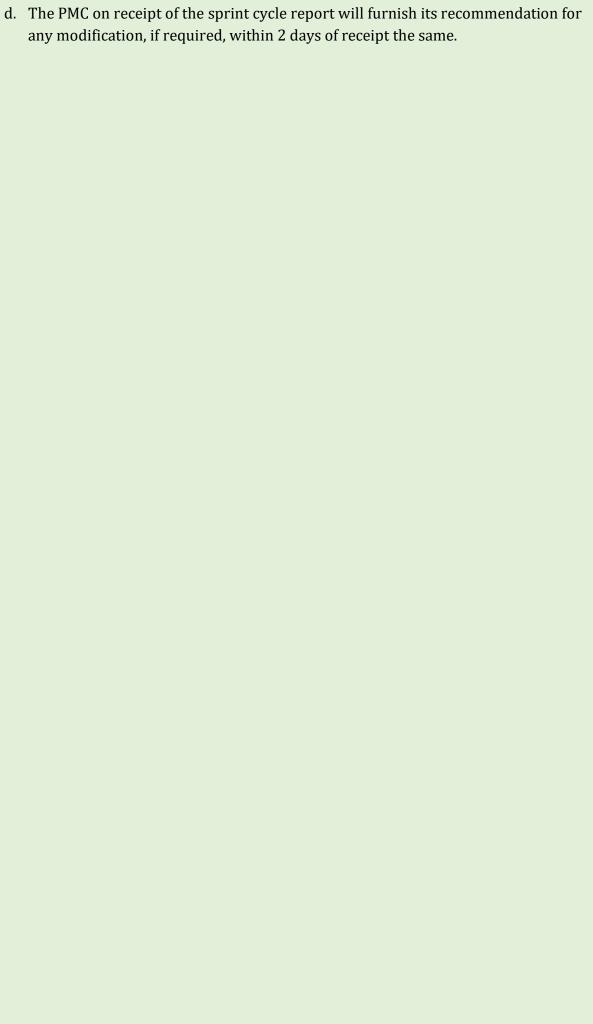
The Implementing Successful bidder is expected to complete / be involved in the following activities but not limited to:

i. The Implementing Successful bidder shall conduct a training to the selected user group identified by the PMC in consultation with the LR&S department. Training plans and strategies may be devised by the successful bidder based on responsibilities of the target stakeholders and knowledge sharing strategy.

- ii. Testing plan, cases and scripts shall be prepared to test the business processes and scenarios of the new system. The project team members will further develop these testing scripts into training documents.
- iii. The training must be conducted at the training facilities of LR&S Dept.
- iv. The training must be conducted by Instructors of the Implementing Successful bidder and OEM. All costs related to the logistics and contents of the training shall be borne by the the implementing Successful bidder irrespective of the location of the training.
- v. The training shall be interactive and ensure optimum knowledge transfer hence the training shall mandatorily be given in pre-production or live environment and not in the form of presentations etc. Training material will be organized by functional process that will serve as the training documentation for a functional area.
- vi. The participants nominated by LR&S Dept. will be issued a certificate from OEM and the Implementing Successful bidder for attending these courses.
- vii. The implementing Successful bidder shall obtain a certificate of completion after each training workshop.
- viii. The Implementing Successful bidder shall provide associated documentation for all deployed systems to ensure a smooth transition from deployment to post-deployment operations and maintenance of the system.

4.6 Progress Report

- a. To ensure the better execution of the proposed work in a scientific and managerial way, the vendor shall furnish a14-day sprint cycle report at the end of each sprint cycle. The sprint cycle shall contain the following:
 - Work or milestones executed in each sprint.
 - Project Management Consultant to act as Product Owner
 - Scrum Master to be provided by the vendor
 - Resources with list of manpower to be deployed to execute the sprint.
- b. The PMC and LR&S department will provide the following to the successful bidder on the scope of work and responsibilities.
 - Solution architecture document, AS-IS, BPR and FRS documents.
 - Clearly spell-out the obligation to be completed for execution of the work.
 - Detailed Functional design & specification of the equipment's to be installed at every location with GTP (Guaranteed Technical Particulars).
 - Staffs required for training and knowledge transfer.
 - Testing procedure as per specification.
 - Interoperability and Integration testing procedures.
- c. The vendor shall provide to the PMC the following along with the report:
 - Break up of total time schedule allowed for completion in Gantt chart. The Gantt chart shall include milestone of all sprint cycles.
 - Monthly work progress.



ANNEXURE 1: Technical Proposal Submission Sheet

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Technical Evaluation Criteria.

Technical Proposal shall comprise of following forms:

FORM 1: Forwarding for submission of bid

To,

The Director
Directorate of Land Revenue & Settlement
Govt. of Mizoram, Khatla
Aizawl, Mizoram - 796001

SUB: <u>Submission of Bid for Development of Comprehensive and Integrated GIS Based</u> <u>System for Maintenance and Management of Land Records in Mizoram against RFP number XXXXX</u>

Dear Sir,

We hereby submit our bid for Development of Comprehensive and Integrated GIS Based System for Maintenance and Management of Land Records in Mizoram against RFP number XXXXX.

We, the undersigned, declare that:

- 1) We have examined and have no reservations to the Bidding Document, including Addenda No. YYYYYY (if Any).
- 2) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule, and the specifications mentioned in the bid document.
- 3) We are submitting our bids for with complete set of enclosures.
- 4) We are submitting our Bid as _____ (Single Bidding company/Lead Bidder (consortium)).
- 5) We agree for execution of tendered work as per the terms & conditions as specified in this Tender Document.
- 6) We hereby confirm that the bid comply all requirements set out in the bidding document and NO TECHNICAL and COMMERCIAL Deviation are contained in the Bid.
- 7) We understand that the Bids with Deviation from the requirement laid down in this document shall be considered as non-Responsive.
- 8) The prices are as mentioned in Bill of Material (BOM).
- 9) The prices quoted are valid for a period of 60 days from the date of opening of "Financial bids".

10) The quoted / agreed prices are inclusive of the following applicable Taxes (As per prevailing rates): YYYY, YYY.

Enclose details of taxes included in the prices

S. No.	Name of Tax/Charges	Rate of Tax/Charges

- 11)We have noted the standard terms of payment and undertake to abide by the same.
- 12) The execution of work shall strictly be in accordance with the work completion schedule as given in the Tender Document. In case we fail to execute the work as indicated therein as per the tender specifications, the penalty provisions shall be applicable as per provisions of the Contract.
- 13) The material supplied by us shall conform your specification.
- 14)We confirm that we agree to adhere to all the commercial terms and conditions as well as the technical stipulation of your specification and there is No Deviation. Such acceptance has also been confirmed in prescribed schedules of this offer.
- 15)We confirm that we are qualified for bidding in terms of Qualification Requirements specified in the bidding documents and have submitted the requisite qualification Certificate & data / documents with the bid.
- 16)Until a formal contract is prepared and executed, this together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 17)We understand that the quantity mentioned in the financial schedule is just for evaluation purpose, any payment shall be made based on actual numbers.
- 18)We understand that LR&S Dept., Govt. of Mizoram reserves the right to invite detailed proposals from any private entrepreneur or company; irrespective of the fact whether the company or entrepreneur has been pre-qualified.
- 19)We also understand that the LR&S Dept., Govt. of Mizoram reserves the right to reject any or all the bids without assigning any reason thereof.
- 20)We undertake that we shall readily fine-tune the infrastructure setup under this project to the requirements of LR&S Dept., Govt. of Mizoram. We undertake to carry out all necessary System Integration work to ensure all the requirements specified and needed for the success of this project are met.
- 21)We understand that the prices quoted in the BOM are as defined in the RFP & the financial evaluation of the L-1 bidder shall be per Bid.
- 22)We agree to abide by all the conditions governing the proposals and decisions of the LR&S Dept., Govt. of Mizoram.

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)
Name:
Designation:
Date:
Time:
Seal:
Business Address:

FORM 2: General Profile of the Bidder

Kindly attach a copy of the latest Registration Certificate issued by the Registrar of Companies (RoC) to substantiate the information furnished against the general profile of the bidder.

Details	Responses
Bidding Entity Nature (SingleBidder/ Consortium)	
In case of consortium, mention Lead Bidder or Consortium Partner	
Full legal name of the firm	
Year of establishment	
Registered Office Address	
Address for Correspondence	
Authorized person(s) to be contacted	
Telephone number(s)	
Email id	
Fax number	
Names, Addresses, Contact Emails and Mobile Nos. of the Key Management Personnel of Firm such as MD/Directors/CEO, etc.	
Type of the firm Private limited/Public limited/Government sector /other	
Whether registered under companies act, Partnership Act, or any other act applicable for registration of Firms in India	
Registration Number & Date	

Sr. No	Qualification Criteria	Documents/Informat ion to be provided in the submitted proposal	Compliance	Reference & Page Number
1	The responding firm / agency (a) Should have made a payment of Rs. 2500 (Rupees two thousand five thousand only) for the RFP document (b) Should have submitted a EMD of 2% of quoted amount	a. DD/Cash Receipt for Rs. 2500 b. DD of 5% of quoted amount. In case of Small Scale Industries of Mizoram (MSME) it will be 0.5% of the quoted amount.	Yes/No	a. Receipt for RFP Document attached b. DD for EMD Attached
2	The Firm / Company should be in the business as System Integrator for at least 3 years as of 30th June 2022	Memorandum & Articles of Association should be attached, and Work orders confirming year and Area of activity	Yes/No	Work Order attached
3	The Net Worth of the responding firm must be positive as per the last audited Balance Sheet.	Copy of certification which is valid on date of submission.	Yes/No	Balance Sheet Attached

S. No.	Specific Requirements	Documents Required	Compliance	Reference & Page Number
1	Covering Letter for Technical Proposal	As per Form 1	Yes/No	
2	System Functionality: Meeting the requirements of LR&S in terms of how close the proposal is to the requirements for the solution as have been proposed for LR&S			
3	Technology: Demonstrated robustness of the technology deployed across other installations around the world, including - Scalability - Security - Ease of implementation	A note containing details on a) Solution architecture b) Security c) System Performance d) Supported Platform Operating System e) Client Hardware Operating System f) Database g) System Management h) Web Server Support i) Application Server Support j) Presentation k) Session Management l) Integration capabilities m) Auditing / Reporting features n) Disaster recovery & back-up and Form 7	Yes/No	
4	Mizoram Specific Capabilities: Number of Projects of similar nature in Mizoram and size of those projects	Completion Certificates from the client. OR Work Order + Self Certificate of Completion OR Work Order + Phase Completion Certificate (for ongoing projects) from the client Project citation (Form	Yes/No	

		6)		
5	Industry Specific Capabilities: Experience of the bidder in executing similar assignments, size of those assignments	Completion Certificates from the client. OR Work Order + Self Certificate of Completion OR Work Order + Phase Completion Certificate (for ongoing projects) from the client		
6	Training: Trainings proposed by the vendor and the amount of emphasis laid on Training the employees schedule details, locations, sessions and their description	A note on training containing a) Training model b) Approach c) Deliverables		
7	Profile of proposed team members: Relevant assignment experience / Years of experience / Number of Certifications in Technology s	Form 9		
8	Project Methodology, Support and Documentation	Notes/document for support & documentation		
9	Empanelment	Empanelment Certificate from authorized body	Yes/No	
10	ISO 27001:2013 ISMS Certification	Certificate	Yes/No	
11	Posting of Software Development team at project location	Self declaration form as per Form 9		

FORM 5 : Proposed Solution

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present Approach and Methodology divided into the following sections:

- a) Solution Proposed for integration of Land records/GIS/property Registration
- b) Understanding of the project (how the solution proposed is relevant to the understanding)
- c) Technical Approach and Methodology

FORM 6: Proposed Work Plan

Sl. No.	Activity	Calendar Months												
		1	2	3	4	5	6	7	8	9	1 0	11	12	n
1														
2														
3														
4														
5														
6														
7														
8														

- a) Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- b) Duration of activities shall be indicated in the form of a bar chart.
- c) All activities should meet the 8/80 criteria i.e should take at least 8 hours and a maximum of 80 hours.

FORM 7: Team Composition

Name of Staff with qualification and experience	Area of Expertise	Position Assigned	Time committed for the engagement

Form 8: Curriculum Vitae (CV) of Key Personnel

General Information				
Name of the person				
Current Designation / Job Title				
Current job responsibilities				
Proposed Role in the Project				
Proposed Responsibilities in the Project				
Academic Qualifications: Degree Academic institution graduated from Year of graduation Specialization (if any) Key achievements and other relevant information (if any)				
Professional Certifications (if any)				
Total number of years of experience				
Number of years with the current company				
Summary of the Professional / Domain Experience				
Number of complete life cycle implementations carried out				
The names of customers (Please provide the relevant names)				
Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure) Prior Professional Experience covering: Organizations worked for in the past Organization name Duration and dates of entry and exit Designation Location(s) Key responsibilities Prior project experience Project name Client Key project features in brief Location of the project Designation Role Responsibilities and activities Duration of the project				

DECLARATION

I hereby declare that all the technical staff to be deployed in the project will be posted and working in our office located at the project location (Aizawl, Mizoram).

Signature of the Authorized signatory of the Bidding Organizatio	n)
ame:	
esignation:	
ate:	
ime :	
eal :	
usiness Address:	

ANNEXURE II: FINANCIAL PROPOSAL TEMPLATE

Form 1: Covering Letter

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Subject: <u>Submission of the Financial bid for <Provide Name of the Implementation</u>
<u>Assignment></u>

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for <Title of Implementation Services> in accordance with your Request for Proposal dated <Date> and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of <Amount in words and figures>. This amount is inclusive of the local taxes.

1. PRICE AND VALIDITY

All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of <days> calendar days from the date of opening of the Bid. We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections. We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

2. UNIT RATES

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in the Tender documents, other than those stated in deviation schedule, shall not be given effect to.

4. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

5. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

6. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the . These prices are indicated Commercial Bid attached with our Tender as part of the Tender.

7. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the RFP document. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date]. We understand you are not bound to accept any Proposal you receive. We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Thanking you, Yours sincerely, Authorized Signature: Name and Title of Signatory: Name of Firm:

Address:

Form 2: Financial Proposal

#	PARTICULARS	Quantity	Unit Cost	Total Cost			
A. I	A. Development of Web-based Software						
1.	MIS Software Development	1					
2.	Integration with GIS	1					
3	Integration with Registration	1					
4	Annual Maintenance Cost for Two years	2					
то	TOTAL						
GST(18%)							
	GRAND TOTAL						

PERFORMANCE BANK GUARANTEE

To,

- <Name>
- <Designation>
- <Address>
- <Phone Nos>
- <Fax Nos>
- <Email ID>

PERFORMANCE SECURITY:

Whereas <name of the supplier and address> (hereinafter called "the bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for to <assignment> (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract.

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its offices at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs. <Insert Value> (Rupees <Insert Value in Words>) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words>) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <insert date>

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words>).

II. This bank guarantee shall be valid up to <insert date>

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <insert date> failing which our liability under the guarantee will automatically cease.