

2015

Department of Information Technology & Communications (DoIT&C), Government of Rajasthan (GoR)

Rate Contract for Supply of Aadhaar Enrolment
Kits under UID Project

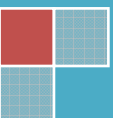


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**Request for Proposal (RFP) Document for
Rate Contract for Supply of Aadhaar Enrolment Kits under UID Project**

[Reference No. F11 (303)/DoIT/Project/15/

Dated- 29/07/2015

Mode of Bid Submission	Online through e-Procurement/ e-Tendering system at http://eproc.rajasthan.gov.in
Procuring Authority	Secretary & Commissioner, DoIT&C, Second Floor, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Date of Pre-Bid Meeting	12 th August 2015 at 03:30 PM
Last Date & Time of Submission of Bid	26 th August 2015 by 02:00 PM
Date & Time of Opening of Technical Bid	26 th August 2015 at 04:00 PM

Bidding Document Fee: Rs. 1000.00 (Rupees One Thousand only)

Name of the Bidding Company/ Firm:			
Contact Person(Authorised Bid Signatory):			
Correspondence Address:			
Mobile No.		Telephone & Fax Nos.:	
Website & E-Mail:			

Department of Information Technology & Communications (DoIT&C)

2nd Floor, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)

Phone: 0141-2224855 Fax: 0141-2222011

Web: <http://doitc.rajasthan.gov.in>, Email: hansraj1975@gmail.com

ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
BoM	Bill of Material
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Secretary & Commissioner, IT&C, Govt. of Rajasthan in this bidding document.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract/ Project Period shall commence from the date of issue of Work order till 2 Years of warranty period after supply of all items as per work order.
COTS	Commercial Off The Shelf Software
Day	A calendar day as per GoR/ Gol.
DeitY, Gol	Department of Electronics and Information Technology, Government of India
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.
eGRAS	Online Government Receipts Accounting System (e-GRAS) is an e-Governance Initiative of Government of Rajasthan under Mission Mode Project category and is part of Integrated Financial Management System (IFMS). e-GRAS facilitates collection of tax/ non-tax revenue in both the modes: online as well as manual. All types of government revenue may be deposited online using this website:

	https://e gras.raj.nic.in/
ETDC	Electronic Testing & Development Center
FOR/ FOB	Free on Board or Freight on Board
Gol/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
ICT	Information and Communication Technology.
IFB	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NeGP	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to Bid till

	the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
Project Site	Wherever applicable, means the designated place or places.
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. DoIT&C, GoR in this RFP document.
RajSWAN/ RSWAN	Rajasthan State Wide Area Network
RISL	RajCOMP Info Services Limited
RSDC	Rajasthan State Data Centre, New IT Building, Jaipur
RVAT	Rajasthan Value Added Tax
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
SSDG	State Services Delivery Gateway
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.raj.nic.in
STQC	Standardisation Testing and Quality Certification, Govt. of India
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number
TPA	Third Party Auditors
VAT/ CenVAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order

1. INVITATION FOR BID (IFB)& NOTICE INVITING BID (NIB)

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> Name: DoIT&C, GoR Address: IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none"> Name: Dr. Hansraj Yadav Designation: Additional Director Address: IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan) Email: hansraj1975@gmail.com
Subject Matter of Procurement	Rate Contract for Supply of Aadhaar Enrolment Kits under UID Project
Bid Procedure	A single stage-two part/ envelope system through open competitive process at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS) (L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	<ul style="list-style-type: none"> Websites: http://sppp.raj.nic.in, http://eproc.rajasthan.gov.in, http://www.rajasthan.gov.in, http://doitc.rajasthan.gov.in and www.uid Bidding document fee: Rs.1000.00 (Rupees One Thousand only) in Cash/ Demand Draft in favour of "Secretary & Commissioner, DoIT&C" payable at "Jaipur". RISL Processing Fee: Rs. 1000.00 (Rupees One Thousand only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".
Estimated Procurement Cost	Rs. 70000000.00 (Rupees Seven Crore Only)
Bid Security and Mode of Payment	<ul style="list-style-type: none"> 2% of the estimated procurement cost, 0.5% for S.S.I. of Rajasthan, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction. Mode of Payment: Bankers Cheque/Demand Draft/Bank Guarantee of a scheduled bank as per format (Annexure-13) in favour of "Secretary & Commissioner, DoIT&C" payable at "Jaipur" or deposit through eGRAS (https://egras.raj.nic.in/)
Period of Sale of Bidding Document (Start/ End Date)	Start Date & Time: From 10:00 AM of 05 th August 2015 End Date & Time: Upto 12:00 Noon of 26 th August 2015
Date/ Time/ Place of Pre-bid Meeting	<ul style="list-style-type: none"> Date/ Time: 12th Aug-2015 at 3.30 pm Place: DoIT&C, Committee Room, Ground Floor, IT building, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) Last date and time of submitting clarifications requests by the bidder: 01:00 pm on 11th Aug-2015
Manner, Start/ End Date for the submission of Bids	<ul style="list-style-type: none"> Manner: Online at e-Procurement website (http://eproc.rajasthan.gov.in) Start Date: From 12:00 Noon of 14th August 2015 End Date: Upto 2:00 PM of 26th August 2015
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*	<ul style="list-style-type: none"> Start Date: From 12:00 Noon of 14th August 2015 End Date: Upto 2:00 PM of 26th August 2015
Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> Date: 26th August 2015 Time: 04:00 PM Place: DoIT&C, Committee Room, Second Floor, IT Building, Yojana

	Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	90 days from the bid submission deadline

Note:

- 1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees & RISL Processing Fees and Banker's Cheque/ D.D/Bank Guarantee of Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- 2) * In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, RISL Processing Fee/Bank Guarantee up to 2:00 PM of 26th August 2015, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for bidding document fee. Bid Security should be submitted in Banker's Cheque/ Demand Draft /Bank guarantee (format provided in annexure-13) drawn in favour of "Secretary & Commissioner, DoIT&C" and the RISL Processing Fee in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.
- 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 4) DoIT&C will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
- 6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)
e-mail: eproc@rajasthan.gov.in
Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
- 7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 10) The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.

NOTICE

OFFICE OF THE: Secretary & Commissioner, Department of IT&C, Govt. of Rajasthan
Second Floor, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Telephone: 0141-2224855, Fax: 0141-2222011, Email: hansraj1975@gmail.com

e-Bids are invited up to 02:00 PM of 26th August 2015 for procurement of “Rate Contract for Supply of Aadhaar Enrolment Kits under UID Project”.

Period of Sale of Bidding	Start Date & Time	From 10:00 AM of 05 th August 2015
Document (Start Date/ End Date)	End Date & Time	Upto 12:00 Noon of 26 th August 2015

Details maybe seen in the Bidding Document at the website of State Public Procurement Portal (<http://sppp.raj.nic.in>) or our website <http://doitc.rajasthan.gov.in> , <http://aadhaar.rajasthan.gov.in/> followed by the submission of bidding document fee of Rs1000.00 in Cash/ Banker's cheque / Demand draft/ eGRAS.

Secretary & Commissioner

2. PROJECT PROFILE & BACKGROUND INFORMATION

1) Project Profile

The Government of India (GoI) has embarked upon an ambitious initiative to provide a Unique Identification (UID) to every resident of India and has constituted the Unique Identification Authority of India (UIDAI) for this purpose. The timing of this initiative coincides with the increased focus of the GoI on social inclusion and development through massive investments in various social sector programs, and transformation in public services delivery through e-Governance programs. The UID has been envisioned as a means for residents to easily and effectively establish their identity, to any agency, anywhere in the country, without having to repeatedly produce identity documentation to agencies. More details on the UIDAI and the strategy overview can be found on the website: <http://www.uidai.gov.in>

UIDAI has partnered with State Government, Banks and a number of other agencies for Aadhaar Enrolments in the Rajasthan. A Memorandum of Understanding was signed between the Unique Identification Authority of India (UIDAI) and the Government of Rajasthan on 28th May, 2010 for the implementation of the UID project in the state. Department of IT&C has been designated as one of the Registrars for the UID and administrative head of the revenue districts (District Collectors/ Magistrates) are the Sub-registrars of the UID project who are also in charge of the enrolment process in their respective revenue districts.

In State of Rajasthan, first phase of Aadhaar enrolment was started in September 2011 and continued upto 31 March 2012 and around 82.50 Lacs enrollment were done. In 2nd phase from July 2012 to 14 Aug 2014 camp mode continued and in this phase around 341 Lacs enrollment were done. Bhamashah, a Scheme of women empowerment and financial inclusion, was launched on 15 Aug 2015 by the State Government and UID enrollment were also undertaken alongwith Bhamashah enrollment by covering each GP/Ward to cover the left outs. Since the beginning of Bhamashah enrolment drive Aadhaar Enrolments have gone upwards and monthly Aadhaar generation inched up to 10-12 lacs per month which was merely 1.5 Lacs per month prior to launch of the Bhamashah enrolment campaign. Number of camps under the Bhamashah Enrolment campaign has gone down due to coverage of beneficiaries of social welfare schemes. Remaining beneficiaries are being covered by providing Bhamashah Enrolment facility at all the e-Mitra kiosks (CSCs) as State has a very widespread coverage of these e-Mitras.

As the enrolment progress of state has been expanding challenges of the project are also changing. With the Enrolment coverage in State touching 75% figure many challenges in further growth of enrolment drive are cracking due to changing business scenario like footfall, productivity of machines, administrative issues etc.

Proposed strategy to overcome challenges involves establishment of Aadhaar service points (ASPs) at prominent locations across the State and collate Aadhaar related services into the service basket of e-Mitras (CSC) which will also address the issues of publicity, assured & guaranteed service, sustainability of the service delivery points over a longer period and optimal utilization of existing infrastructure created for electronic service delivery channel. Out of 84.34 Lakhs families and 276.84 Lakhs individual enrolled in Bhamashah Scheme 13.38 Lakhs families and 47.72 Lakhs individuals are BPLs which is below 20% of the total enrolees. Out of 47.72 Lakh BPL enrolled only 24.21 Lakhs have provided their Aadhaar. Thus Aadhaar capturing of BPL is very low which indicates low enrollment of BPL in Aadhaar. Moreover, Out of total projected population of 73107537, 50498481 Aadhaar has been generated which is just 69% of the total project population. Out of 295 Blocks approximately more than 150 block e-Mitra at Atal Seva

Kendra don't have Aadhaar services as, according to feedback from stakeholders, high capital expenditure in procurement of devices for Aadhaar Kit in offering this service makes the investment proposition uneconomical at this stage. Therefore, enrollment of left outs particularly of BPL in remotes location is a challenge for the department. As per statistics a large number of BPL residents may not be enrolled for Aadhaar and with the low availability of enrollment facility the possibility of enrolling left outs, so far, shall be very bleak which shall result in their further deprivation from the good governance initiative of electronic service delivery and FI under Bhamashah. Thus, Government of Rajasthan intends set up atleast 1000 Aadhaar Service Points (or Permanent Enrollment Centres or Aadhaar Kendras) at e-Mitras to create convenient facility of enrollment for BPL families where unenrolled BPL population which are significant in numbers shall be given preference. However, common public (non BPL) shall also be enrolled at such centers.

Single finger print scanner device (5000) will also be procured under this procurement process to achieve below mentioned objectives:

- Best Finger Detection (BFD) of B.P.L- Success of biometric authentication is dependent on the quality of biometric captured in the authentication request and at the time of enrolment. The quality varies across different fingers of a resident, amount of pressure applied etc. Based on the fingerprint quality analysis, the B.P.L residents may also be advised to update their biometrics with CIDR for better authentication purpose during Aadhaar enabled delivery of services. BFD will reduce the failure rate of during authentication process.
- e-KYC & Financial Inclusion service to B.P.L- Verification of the Proof of Identity (PoI) and Proof of Address (PoA) is a key requirement for access to financial products (payment products, bank accounts, insurance products, market products, etc.), purchasing SIM cards for mobile telephony, buying LPG, and access to various Central, State, and Local Government services.
As UIDAI offers an authentication service that makes it possible for residents to authenticate their identity biometrically through presentation of their fingerprints (Biometric authentication).
For this purpose Single finger print scanner device shall be required by service delivery agencies (e-Mitras).
- Demographic Search service for B.P.L- B.P.L. residents who have lost their Aadhaar Cards before Aadhaar seeding with departmental database, demographic search can be performed by authentication through Single finger print scanner device to know their demographic detail and Aadhaar no. to further enable Aadhaar seeding with departmental database in order to avail Aadhaar enabled services.

According to this strategy adequate number of ASPs as permanent enrolment centers shall be established. Considering the wide & varied geography of the state and population spread 1000 ASPs covering at least one ASP at each district/ block HQ and at clusters of selected GPs/Wards shall be set up.

To the extent possible, all e-Mitra which will function as Aadhaar Service Providers (ASPs) shall be located at Atal IT Sewa Kendras for addressing the guaranteed service deliveries and extend the infrastructural requirement of power and internet connectivity.

Establishment of Aadhaar Service Points (ASPs) will require support to e-Mitras in terms of capital as well as technical guidance to operate & provide Aadhaar services as per UIDAI guidelines. To make these ASPs sustainable for long term, initial handholding support in terms of infrastructure set-up as well as technical guidance has to be provided.

The items procured under this Rate contract shall be provided to proposed ASPs to support e-Mitra in terms of capital expenditure funding.

2) About the Department

The Government of Rajasthan would leverage Information & Communication Technology (ICT) not only as a tool for improving governance and employment opportunities, but also more significantly as a means to enhance the quality of life and bridging the socio-economic divide in the State. The State Government intends to make conscious efforts to see that benefits of IT/ ITeS in terms of employment generation and economic up-liftment percolates to all sections of the society, particularly to those living in rural and remote areas. e-Governance Framework includes

- Adherence to the vision of IT Policy 2007
- Timely completion of Core NeGP projects in the State
- Standardization and Security Aspects
- Capacity Building
- End-to-end Service Delivery under:
 - Government to Citizen (G2C) Services
 - Business to Citizen (B2C) Services
 - Government to Government (G2G) Services.

Key Functions of the Department

- Formulation and Implementation of the Information Technology Policy in the state.
- Appraisal of new technologies and prescribing uniform standards by promotion of investment in Information Technology Sector (hardware, software and services) and related activities and creation and up gradation of Information Technology infrastructure in the State.
- Assistance in development and implantation of software packages for monitoring of key parameters and computerization of thrust areas in different departments and semi Government organizations.
- Standardization of hardware/software platforms for the departments/organization and to ensure dynamic monitoring of their prices and minimization of wasteful expenditure.
- Development of Information Technology related communication infrastructure.
- Assistance to the departments/semi government organizations in creating and updating websites.
- Planning of different IT related programme by organizing various promotional activities like national/international conferences/seminars and participation in the same.
- Coordination of all IT projects in the government and follow up of Information Technology related projects/schemes posed to government of India and its agencies and also other players in this field in India as well as abroad.

3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

- 1) A bidder participating in the procurement process shall possess the following minimum pre-qualification/ eligibility criteria.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<p>The bidder/ both the prime bidder and consortium partner(In case of Consortium) should be a registered legal entity in India, under the Rajasthan Shops & Commercial Establishments Act, 1958 or a similar Act of any other State/ Union, as applicable</p> <p>OR</p> <p>A company registered under Indian Companies Act, 1956</p> <p>OR</p> <p>A partnership firm registered under Indian Partnership Act, 1932.</p> <p>OR</p> <p>A Limited Liability Partnership registered under Indian Limited Liability Partnership Act.</p> <p>(Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder/all the Bidders (in case of consortium)</p>	<p>- Copy of valid Registration Certificates</p> <p>OR</p> <p>- Copy of Certificates of incorporation</p> <p>Note: Additionally, In case of Consortium, Copy of Consortium Agreement to be submitted as per Annexure-14</p>
2.	Financial: Turnover from IT/ ITeS	Annual Average Turnover of the bidder/ Prime bidder(in case of Consortium) from IT/ ITeS during the last three financial years, i.e., from FY 2012-13 to FY 2014-15 (as per the last published audited balance sheets), OR from FY 2011-12 to FY 2013-14, should be at least Rs. 16.00 Crore	CA Certificate with CA's Registration Number/ Seal
3.	Financial: Net Worth	The net worth of the bidder/prime bidder/consortium partner, as on 31 st March 15 OR as on 31 st March 2014 should be Positive.	CA Certificate with CA's Registration Number/ Seal
4.	Technical Capability	The bidder/prime bidder(in case of Consortium) must have successfully completed at least one project of supply of IT hardware including FMS/Operation, Maintenance & Support not less than the amount 2 Crores during the last three financial years or should have completed at least 2 project each valuing more than 1 Crore value during the last three financial years	<p>Work Completion Certificates from the client;</p> <p>OR</p> <p>Work Order + Self Certificate of Completion/Phase completion (Certified by the Statutory Auditor)</p>

S. No.	Basic Requirement	Specific Requirements	Documents Required
5.	Tax registration and clearance	<p>The bidder / both the prime bidder and Consortium partner(In case of Consortium) should have a registered number of</p> <p>i. VAT/ CST where his business is located</p> <p>ii. Service Tax</p> <p>iii. Income Tax / Pan number.</p> <p>The bidder should have cleared his VAT/CST & Service Tax dues up to 31st March 2015 to the Government.</p>	<p>Copies of relevant certificates of registration</p> <p>VAT/ CST clearance certificate from the Commercial Taxes Officer of the Circle concerned</p> <p>Service Tax clearance certificate from CA with seal & sign stating no service tax dues upto 31st March 2015</p>
6.	Mandatory Undertaking	<p>Bidder / both the prime bidder and consortium partner(In case of Consortium) should: -</p> <p>a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;</p> <p>b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;</p> <p>c) not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>d) comply with the code of integrity as specified in the bidding document.</p>	A Self Certified letter as per Annexure-5: Self-Declaration
7.	Proof of manufacturer, distributor or bona-fide dealer	Bidder must be a manufacturer OR distributor OR bona-fide dealer in the goods and it shall furnish necessary proof for the same in the specified format.	Proof of authorisation by the manufacturer or country distributor in India, shall be enclosed as per Annexure-8: MAF

S. No.	Basic Requirement	Specific Requirements	Documents Required
			Note:- If OEM directly bids than proof of authorisation not required
8.	STQC Certification	Bidder/Prime bidder or Consortium partner (in case of Consortium) shall submit valid *STQC certification of the quoted devices as mentioned in Annexure-1 BoM & Annexure-2 Technical Specifications	<p>*STQC certification of the quoted devices as mentioned in Annexure-1 BoM & Annexure-2 Technical Specifications</p> <p><i>* In case at the time of bidding Bidder/Prime bidder or Consortium partner submits not valid (expired) STQC certification of quoted devices and their STQC certification is under renewal process, they are still allowed to participate in the bidding process. Such bidders have to submit an Undertaking that they have applied for STQC certificate renewal & will be submitting valid STQC certification before release of word order by department otherwise their payment invoice shall not be accepted by DoIT&C</i></p>

- 2) In addition to the provisions regarding the qualifications of the bidders as set out in (1) above: -
- the procuring entity shall disqualify a bidder as per the provisions under "Clause:Exclusion/Disqualification of bidsin Chapter-5: ITB"; and
 - the procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.

4. SCOPE OF WORK, DELIVERABLES, TIMELINES & PAYMENT SCHEDULE

1) Details of work (SoW)

State government intends to set-up minimum 1000 Aadhaar Service Points (ASP) at e-Mitra to provide Aadhaar related services throughout the states like Aadhaar enrolment, Updation of biometric & demographic data, e-Aadhaar printing, status of Aadhaar enrolment, seeding, BFD etc. As, e-Mitras are already equipped with connectivity & basic computing infrastructure, to extend these facilities procurement of Iris scanner, Slap finger scanner, webcam, Single Finger Print Scanner for authentication, etc. is needed to be done. Selected bidder has to accomplish below mentioned tasks:-

a) Supply of items-

Selected bidder shall supply devices as per UIDAI specifications and conforming STQC certification for Aadhaar enrolment. The Selected bidder is required to supply the items as provided in Annexure-1- Bill of Materials. Specifications of the items are mentioned in Annexure-2- Technical specification. Selected bidder shall ensure that STQC Certification of enrolment & authentication devices mentioned in Annexure-1-BoM & Annexure-2- technical specifications shall be renewed from time to time during the project period according to the latest specifications issued by UIDAI in terms of hardware & software.

Note: The Selected/Successful Bidder shall maintain a buffer stock of 2% of supplied devices as mentioned in Annexure-1, Annexure-2 at state level or a level lower than that. Such backup devices shall be supplied for replacement of the faulty/ defective device.

The limit of 2% may be increased by the purchaser to any level depending upon the calls logs/resolution time. Stock of this buffer stock may be verified anytime by the authorised authority of the purchaser.

b) Scope of incidental services-

Supply of each device shall also include following:

- Manual on installation and configuration of the device with machine
- Providing connecting cables and
- Good protective case for protecting the device from damage etc.
- Warranty certificate for the supplied goods/items

c) Delivery-

Bidder shall deliver the goods as per delivery schedule mentioned in section 4.2 of this RFP document. (Delivery location- Offices of District Collectorate).

Note: Purchaser shall provide the devices to e-Mitras (User) through District Collectorate Office which should be installed & commissioned within 7 days of delivery at District Collectorate. In case of any default/problem in installation it should immediately be conveyed to concerned ACP in the office of District Collectorate. If e-Mitra kiosks through district level officer does not report any default/issue in devices within 7 days, then that delivery shall be considered as successful. If any default is found and reported after 7 days of delivery it shall be governed under warranty.

d) Warranty-

Selected bidder shall provide comprehensive warranty for a period of 3 year from the date of supply of items.

The following shall be clearly marked on the supplied items using labels or indelible ink:

- The date of supply,

- Period of warranty(3 Years)
- Details of service person
- Toll Free Number for any support, call log

Selected bidder shall also provide necessary telephonic support/online support via team viewer to all the users to address complaints received from e-Mitras.

- e) To provide an Application for registering calls/Complaints, tracking on tickets raised till final disposal. Application should have intelligence on various issues like repeated complaints, potential threat area, performance of particular device, etc. as per requirement of the purchaser.

- f) Manpower Support-

The selected bidder shall deploy 4 dedicated person (expandable as per need) for providing help desk support within 10 days from the date of issue of work Order. Manpower support to resolve the problems shall be provide up to the level of district collectorate office. The helpdesk shall also be set-up at DoIT&C or any other place at Jaipur as decided by purchaser; for which Physical infrastrcuture including telephonic connectivity shall be provided by purchaser.The composition of the helpdesk support team shall be *1 managerial person & 3 technnical persons*. Purchaser may ask selected bidder to increase the deployment of number of technical manpower for resolution of pending complains. If increased deployment is not supplied within 7 days from date of notification to selected bidder, same will be covered under non-performance and penalty for absentessim will be imposed.

The Help Desk services shall operate on 24*7 basis. The Toll-Free number for helpdesk support shall also be linked with the purchaser's Toll free number. The primary responsibility of the Help Desk representatives would include the following:

- i. To Provide necessary telephonic support to all the users to address the following:
 - a. Issues related to non-functioning of the device, device repairing, device functioning not as per desired standards, poor-response time, non-functioning of device accessories/ components like, sensors of devices, fingerprint scanner, and all kinds of device related issues.
 - b. Issues related to non-functioning of device application in any manner including poor-response time of the device/ fingerprint sensor, and other device related issues. The helpdesk operator should also register complaints & all other issues faced by users (e-Mitra kiosks)
 - c. Helpdesk will register, log/ monitor user calls, complaints and suggestions. Based on the complaint registered, the Helpdesk operator shall generate a ticket. Helpdesk will resolve the ticket to abide by SLAs. Once the complaint is resolved, the helpdesk person should confirm from the user about his satisfaction of the resolution provided, the helpdesk person should close the ticket if the correct resolution has been provided and the issues are resolved based on the acceptance of the user. The helpdesk operator should log and record the ticket resolution time calculated from the time of logging the ticket till the time of closing the ticket.
 - d. All registered calls/complaints & issues shall be resolved within 48 hours of registering the call/complaints & issues. If resolution of the device is not possible within timeframe mentioned above then replacement shall be provided by the selected bidder in another 24 hours.

- e. Personal visit of the engineer(s) (within desired/ stipulated time) for assisting the device user in operating the device, and troubleshooting and rectification device shall be provided at District collectorate office for which TA/DA will be borne by bidder.
- f. Provide support in all patches and update for system software, APIs, SDK and integration of devices in Java & dotnet platform with various inter departmental applications.
- g) Training- Selected bidder shall provide training to VLEs of e-Mitra kiosks on installation, usage, handling of enrolment devices & biometric devices. Training will be provided to e-mitra users through video conferencing facility infrastructure of purchaser.

2) Project Deliverables, Milestones, Time Schedule & Payment Schedule

S. No.	Project Activity/ Scope of Work	Milestone	Deliverables (Reports/ Docs. / Infra.)	Timelines (from date of issue of work order)		Payment
1.	• Supply of items as mentioned in section 4.1 [a to c]	• Supply of items as mentioned in section 4.1 [a to c]	• Delivery report (including Delivery Challan) for all the items signed by the designated district level officer of DoIT&C <ul style="list-style-type: none">▪ Note: Successful completion of delivery will be considered if no adverse report is received by e-Mitra (user) within 7 days of delivery at District Collectorate office.	Timeline (Days)	Quantity to be delivered (As a % of quantity of ordered item in work order)	• On submission of all the deliverables 88% of quoted value
				T1=T*+10	25%	
				T1=T*+15	50%	
				T1=T*+30	100%	
	• Supply of items as mentioned in section 4.1 [e to f]	• Set-up of helpdesk & rollout of application	• Set-up /functioning report of help-desk & Go-live report of application	• T*+10 (Days)		
2.	Comprehensive Warranty & Technical Support					

2.1	<ul style="list-style-type: none"> Providing comprehensive warranty for 3 years from date of supply of items as mentioned in section 4.1 [d] 	<ul style="list-style-type: none"> Providing comprehensive warranty 	<ul style="list-style-type: none"> Quarterly reports [On calls logged, resolved & other parameters] in specified format provided by purchaser & signed by the designated district level officer of DoIT&C 	<ul style="list-style-type: none"> T2= <ul style="list-style-type: none"> 1st Year <ul style="list-style-type: none"> T1+3, T1+6, T1+9, T1+12 (months) 2nd Year <ul style="list-style-type: none"> T1+15, T1+18, T1+21, T1+24 (months) 3rd Year <ul style="list-style-type: none"> T1+27, T1+30, T1+33, T1+36 (months) 	<ul style="list-style-type: none"> After submission of deliverable <ul style="list-style-type: none"> Quarterly payment of Balance amount of quoted value (12%) equally divided across each quarter.
2.2	<ul style="list-style-type: none"> Technical issue resolution as mentioned in section 4.1 [e & f] 	<ul style="list-style-type: none"> Provide technical support as mentioned in section 4.1 [e & f] 	<ul style="list-style-type: none"> Quarterly performance reports of help desk (Covering activities performed) duly approved by project in-charge. Attendance Report of helpdesk staff 	<ul style="list-style-type: none"> Quarterly Quarterly 	

T* is date of issue of work order

5. INSTRUCTION TO BIDDERS (ITB)

1) **About Rate Contract**

Under this RFP rate contract will be entered for the items as given in Bill of Material (Annexure-1) with specifications given in (Annexure-2). This Rate-Contract shall be valid for a period of one (01) year from the date of issue of letter of Rate Contract to the successful bidder(s). Rate Contract may be extended for a period of one (01) year with mutual consent.

2) **Bid Security**

Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- d) The bid security may be given in the form of a banker's cheque or demand draft or deposited through eGRAS. The bid security must remain valid 30 days beyond the original or extended validity period of the bid.
- e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- h) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - a. when the bidder withdraws or modifies its bid after opening of bids;
 - b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- i) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- j) No interest shall be payable on the bid security.
- k) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.

- l) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
 - a. the expiry of validity of bid security;
 - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - c. the cancellation of the procurement process; or
 - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

3) Sale of Bidding/ Tender Documents

- a) Period of Sale of Bidding Document (Start/ End Date)
 - Start Date & Time: From 10:00 AM of 05th August 2015
 - End Date & Time: Upto 12:00 Noon of 26th August 2015

The complete bidding document shall also be placed on the SPPP and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
- b) The bidding documents shall be made available to any prospective bidder who pays the price for it in cash or by bank demand draft, banker's cheque.
- c) Bidding documents purchased by Principal of any concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa.

4) Pre-bid Meeting/ Clarifications

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

5) Changes in the Bidding Document

- a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.

- c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
- d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity; provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

6) Period of Validity of Bids

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

7) Format and Signing of Bids

- a) Bidders must submit their bids online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory and uploaded only in PDF format with clear readability and prescribed filename as mentioned in the table below.
- c) A Single stage two part/ cover system shall be followed for the Bid: -
 - a. Eligibility & technical documents including fee details,
 - b. Financial Bid
- d) The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee), RISL Processing Fee (e-Procurement), and Bid Security	Instrument/ Proof of submission
Eligibility Documents		
2.	Bidder's Authorisation Certificate	As per Annexure-4 and copy of PoA/ Board resolution stating that Auth. Signatory (DSC holder) can sign the bid/

		contract on behalf of the firm.(AUTH.PDF)
3.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (ELIGIBILITY.PDF)
Technical Documents		
4.	Certificate of Conformity/ No Deviation	As per Annexure-6
5.	Declaration by Bidders	As per Annexure-7
6.	Manufacturer's Authorisation Form (MAF)	As per Annexure-8
7.	Components Offered + Technical specifications compliance sheet for all items only on OEM's letter-head	As per Annexure-9
8.	Consortium Agreement (In case of consortium)	As per Annexure-14

b) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Financial Bid – Covering Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-10
2.	Financial Bid - Format	As per BoQ (.XLS) format available on e-Procurement portal

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

8) Cost & Language of Bidding

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

9) Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all. Also, the bidder shall not quote for multiple brands/ make/ models but only one in the technical Bid and should also mention the details of the quoted make/ model in the "Annexure-9: Components Offered".

10) Deadline for the submission of Bids

- a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
- b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

11) Withdrawal, Substitution, and Modification of Bids

- a) If permitted on e-Procurementportal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurementwebsite under the section "Bidder's Manual Kit".
- b) Bids withdrawn shall not be opened and processes further.
- c) No bid shall be withdrawn, substituted, or modified after the last time and date fixed for receipt of bids.

12) Opening of Bids

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurementwebsite (only for the bidders who have submitted the prescribed fee(s) to DoIT&C & RISL).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
 - a. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
 - b. bid is valid for the period, specified in the bidding document;
 - c. bid is unconditional and the bidder has agreed to give the required performance security; and
 - d. other conditions, as specified in the bidding document are fulfilled.

- e. any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

13) Selection Method:

- a) The selection method is Least Cost Based Selection (LCBS or L1).
- b) A rate contract with the L1 bidder will be entered for the items as given in Bill of Material (Annexure-1) with specifications given in (Annexure-2). This Rate-Contract shall be valid for a period of one (01) year from the date of issue of letter of Rate Contract to the successful bidder(s). Rate Contract may be extended for a period of one (01) year with mutual consent.

14) Clarification of Bids

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

15) Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

- a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
 - i. "deviation" is a departure from the requirements specified in the bidding document;
 - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- c. A material deviation, reservation, or omission is one that,
 - i. if accepted, shall:-
 - 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or

2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
- ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

b) Non-material Non-conformities in Bids

- a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, VAT/ CST clearance certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

16) Evaluation & Tabulation of Financial Bids

Subject to the provisions of "Acceptance of Successful Bid and Award of Contract" below, the procuring entity shall take following actions for evaluation of financial Bids:-

- a) For single part/ coverBid system, where Bid is received in single cover along with requisite bid security, processing fee or user charges and price of bidding documents within specified time, it shall be considered for financial evaluation by the Bids evaluation committee; provided the bidder qualifies pre-qualification criteria as mentioned in section-3
- b) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- c) conditional Bids are liable to be rejected;
- d) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- e) the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and so on.
- f) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- g) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.
- h) Rate contract will be done with the selected bidder
- i) Based on the requirement of Items when required, purchaser will issue work order to the selected bidder.

- j) The exact quantities of items to be supplied shall be specified in the work orders provided under this Rate Contract.

17) Correction of Arithmetic Errors in Financial Bids

The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

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

18) Comparison of rates of firms outside and those in Rajasthan

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

19) Price/ purchase preference in evaluation

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

20) Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.

- e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

21) Exclusion of Bids/ Disqualification

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

22) Lack of competition

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of

Bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -

- a. the Bid is technically qualified;
 - b. the price quoted by the bidder is assessed to be reasonable;
 - c. the Bid is unconditional and complete in all respects;
 - d. there are no obvious indicators of cartelization amongst bidders; and
 - e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.
 - c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
 - d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

23) Acceptance of the successful Bid and award of contract

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee, has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.

- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- i) The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

24) Information and publication of award

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

25) Procuring entity's right to accept or reject any or all Bids

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

26) Right to vary quantity

- a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract (if the original order was given after inviting open competitive Bids). Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
 - a. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - b. 50% of the value of goods or services of the original contract.

27) Performance Security

- a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security shall be 5% of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.
- c) Performance security shall be furnished in any one of the following forms: -

- a. deposit though eGRAS;
 - b. Bank Draft or Banker's Cheque of a scheduled bank;
 - c. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 - d. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
 - e. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d) Performance security furnished in the form specified in clause [b.] to [e.] of (c)above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
- a. When any terms and condition of the contract is breached.
 - b. When the bidder fails to make complete supply satisfactorily.
 - c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- g) No interest shall be payable on the PSD.

28) Execution of agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
- b) The successful bidder shall sign the procurement contract within 7 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.
- c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

29) Confidentiality

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

30) Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
 - a. at any time prior to the acceptance of the successful Bid; or
 - b. after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder who's Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
 - a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
 - b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

31) Code of Integrity for Bidders

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity include provisions for: -
 - a. Prohibiting
 - i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
 - v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 - vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - vii. any obstruction of any investigation or audit of a procurement process;
 - b. disclosure of conflict of interest;
 - c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
 - a. exclusion of the bidder from the procurement process;
 - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - c. forfeiture or encashment of any other security or bond relating to the procurement;
 - d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
 - e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

32) Conflict of Interest

A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:-

- a) they have controlling partners in common;
- b) they receive or have received any direct or indirect subsidy from any of them;
- c) they have the same legal representative for purposes of the bid;
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;
- e) A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or

- f) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Eligibility Criteria documents, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

33) Interference with Procurement Process

A bidder, who: -

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

34) Appeals

- a) Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
 - a. Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings;
 - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (b) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (b) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be :
 - First Appellate Authority: Principal Secretary, IT&C, GoR
 - Second Appellate Authority: Principal Secretary, Finance Department, GoR

f) Form of Appeal:

- a. Every appeal under (a) and (c) above shall be as per Annexure-16 along with as many copies as there are respondents in the appeal.
- b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

g) Fee for Appeal: Fee for filing appeal:

- a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.

h) Procedure for disposal of appeal:

- a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - i. hear all the parties to appeal present before him; and
 - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
- c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

35) Stay of procurement proceedings

While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.

36) Vexatious Appeals & Complaints

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the "The Rajasthan Transparency Public Procurement Act 2012", with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

37) Offenses by Firms/ Companies

- a) Where an offence under “The Rajasthan Transparency Public Procurement Act 2012” has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:
Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) For the purpose of this section-
 - a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and
 - b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

38) Debarment from Bidding

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

39) Monitoring of Contract

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.
- c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.
- d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

Definitions

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.

- h) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
- i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
- j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- k) "Supplier/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
- l) "The Site," where applicable, means the designated project place(s) named in the bidding document.

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

1) Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

2) Interpretation

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected Bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3) Language

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

4) Joint Venture, Consortium or Association

- a) Unless otherwise specified in the special conditions of the contract, if the Supplier/ Bidder is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association.
- b) The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the purchaser.
- c) Any change in the constitution of the firm, etc., shall be notified forthwith by the contractor in writing to the purchase officer and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- d) No new partner/ partners shall be accept in the firm by the contractor in respect of the contract unless he/ they agree to avoid by all its terms, conditions and deposit with the purchase officer a written agreement to this effect. The contractors receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- e) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency.
- f) No new consortium agreement shall be allowed during the project period.
- g) In Consortium, all the members shall be equally responsible to complete the project as per their roles & responsibilities; however Lead partner shall give an undertaking for the successful completion of the overall project. In case of any issues, Lead partner is the responsible person for all the penalties.
- h) The lead bidder is required to do majority (>50%) of the work. However, the lead bidder and consortium partner is jointly and severely liable for the entire scope of work and risks involved thereof.
- i) The non-lead bidder (consortium partner) is liable for the scope of work for which they are responsible along with the lead bidder.
- j) Any change in the consortium at a later date will not be allowed without prior permission from the procuring entity/ purchaser.

5) Eligible Goods and Related Services

- a) For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.
- b) All articles/ goods being bid, other than those marked in the Bill of Material (BoM) should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier. Also, the bidder is to quote/ propose only one make/ model against the respective item.
- c) The OEM/ Vendor of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares as per the requirements of this bidding document.
- d) The OEM/ Vendor of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution/ System Integration partner agreement will not be accepted.
- e) Bidder must quote products in accordance with above clause “Eligible goods and related services”.

6) Service of Notice, Documents & Orders

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

7) Governing Law

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

8) Scope of Supply

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- c) The bidder shall not quote and supply and device/item that is likely to be declared as End of Sale in next 6 months and End of Service/ Support within a period of 3 Years from the issue of work order. OEMs are required to mention this in the MAF for all the quoted items/devices. If any of the device/item is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such device/item with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

9) **Delivery & Installation**

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

10) **Supplier's/ Selected Bidder's Responsibilities**

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

11) **Purchaser's Responsibilities**

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

12) **Contract Price**

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

13) **Recoveries from Supplier/ Selected Bidder**

- a) Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills.

- b) Amount may also be withheld to the extent of short supply, breakages, and rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department.
- c) In case, recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

14) Taxes & Duties

- a) The TDS, Raj-VAT, Service Tax etc., if applicable, shall be deducted at source/ paid by DoIT&C as per prevailing rates.
- b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

15) Copyright

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

16) Confidential Information

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

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

17) Specifications and Standards

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

18) Packing and Documents

- a) The Supplier/ Selected Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

- b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.

19) Insurance

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

20) Transportation

The supplier/ selected bidder shall be responsible for transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.

21) Inspection

- a) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ selected bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided.
- b) The supplier/ selected bidder shall furnish complete address of the premises of his factory, office, go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.
- c) After successful inspection, it will be supplier's/ selected bidder's responsibility to dispatch and install the equipment at respective locations without any financial liability to the Purchaser. However, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.

22) Samples

- a) When notified by the Purchaser to the supplier/ bidder/ selected bidder, Bids for articles/ goods marked in the BoM shall be accompanied by four sets of samples of the articles quoted properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train, etc., should be despatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/ food items should be given in a plastic box or in polythene bags at the cost of the bidder.

- b) Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the bidder and serial number of the item, of which it is a sample in the schedule.
- c) Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. DoIT&C shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained.
The Samples shall be collected by the supplier/ bidder/ selected bidder on the expiry of stipulated period. DoIT&C shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by DoIT&C and no claim for their cost, etc., shall be entertained.
- d) Samples not approved shall be collected by the unsuccessful bidder. DoIT&C will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
- e) Supplies when received may be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like STQC (ETDC) and the like and the supplies will be accepted only when the articles conform to the standard of prescribed specifications as a result of such tests.
- f) The supplier/ selected bidder shall at its own expense and at no cost to the Purchaser carry out all such tests and/ or inspections of the Goods and Related Services as are specified in the bidding document.

23) Drawl of Samples

In case of tests, wherever feasible, samples shall be drawn in four sets in the presence of selected bidder or his authorised representative and properly sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories and/ or testing house and the third or fourth will be retained in the office for reference and record.

24) Testing charges

Testing charges shall be borne by the Government. In case of test results showing that supplies are not upto the prescribed standards or specifications, the testing charges shall be payable by the selected bidder.

25) Rejection

- a) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.
- b) If, however, due to exigencies of DoIT&C's work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- c) The rejected articles shall be removed by the supplier/ bidder/ selected bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss,

shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the selected bidder's risk and on his account.

26) Delivery period & Extent of Quantity – Repeat Orders

- a) The time specified for delivery shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of the firm order from the Purchase Officer.
- b) The selected bidder shall arrange supplies within the stipulated time period.
- c) If the orders are placed in excess of the quantities, the bidder shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the bidding document. If the bidder fails to do so, the Purchase Officer shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the bidder.

27) Freight

- a) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay the freight together with departmental charge 5% of the freight will be recovered from the supplier's bill.
- b) R.R. should be sent under registered cover through Bank only.
- c) In case supply is desired to be sent by the purchase officer by passenger train, the entire railway freight will be borne by the bidder.
- d) Remittance charges on payment made shall be borne by the bidder.

28) Payments

- a) Advance Payment will not be made except in rare and special cases. In case of advance payment being made, it will be against proof of despatch and to the extent as prescribed in financial powers by rail/ reputed goods transport companies, etc., and prior inspection, if any. The balance, if any, will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection not given to the bidder.
- b) Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on submission of bill in proper form by the bidder to the Purchase Officer in accordance with G.F. & A.R all remittance charges will be borne by the bidder.
- c) In case of disputed items, the amount of disputed items shall be withheld and will be paid on settlement of the dispute.
- d) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

29) Liquidated Damages (LD)

- a) In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores with the bidder has failed to supply/ install/ complete:-
 - delay up to one fourth period of the prescribed delivery period: 2.5%
 - delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%

- delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
- delay exceeding three fourth of the prescribed period: 10%
- b) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- c) The maximum amount of liquidated damages shall be 10% of the contract value.
- d) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- e) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

30) **Import License**

Bidders must make their own arrangements to obtain import licence, if necessary. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Purchase Officer.

31) **Settlement of Disputes**

If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Head of the Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.

32) **Legal**

All legal proceedings, if necessary arise to institute may by any of the parties (Government of Contractor) shall have to be lodged in courts situated in Rajasthan and not elsewhere.

33) **Authenticity of Equipment**

- a) The selected bidder shall certify (as per Annexure-9) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- b) If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

- c) Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the this clause of the contract.

34) Warranty

- a) The bidder must supply all items with comprehensive on-site OEM warranty valid for 3 year after the goods, or any portion thereof as the case may be, have been delivered to, installed and accepted at the final destination(s) indicated in the bidding document. However, if delay of installation is more than a month's time due to the reasons ascribed to the bidder, the warranty shall start from the date of last successful installation of the items covered under the PO.
- b) At the time of goods delivery, the selected bidder shall submit a certificate/ undertaking from all the respective OEMs mentioning the fact that the goods supplied are covered under comprehensive warranty & support for the prescribed period.
- c) The purchaser shall give a written notice to the selected bidder stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the selected bidder to inspect such defects. Upon receipt of such notice, the selected bidder shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM, at no cost to the Purchaser. Any goods repaired or replaced by the selected bidder shall be delivered at the respective location without any additional costs to the purchaser.
- d) If having been notified, the selected bidder fails to remedy the defect within the period specified, the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document.
- e) During the warranty period, the bidder shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods.

35) Patent Indemnity

- a) The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -
- i. the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and
 - ii. the sale in any country of the products produced by the Goods.
- Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.

- b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- c) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- d) The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.
- e) The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

36) Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

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

37) Force Majeure

- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the DoIT&C in writing of such conditions and cause thereof within 15 days of occurrence of such event.

Unless otherwise directed by DoIT&C, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.

- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the DoIT&C, the DoIT&C may take the case with the supplier/ selected bidder on similar lines.

38) Change Orders and Contract Amendments

- a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
 - i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - ii. the method of shipment or packing;
 - iii. the place of delivery; and
 - iv. the related services to be provided by the supplier/ selected bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.
- c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

39) Termination

a) Termination for Default

- i. The procuring entity may, without prejudice to any other remedy for breach of contract, by written a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
 - a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by DoIT&C; or
 - b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - d. If the supplier/ selected bidder commits breach of any condition of the contract.
- ii. If DoIT&C terminates the contract in whole or in part, amount of PSD may be forfeited.

- iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

b) Termination for Insolvency

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

c) Termination for Convenience

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

40) Price Fall

- a) The prices under rate contract shall be subject to price fall clause. Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen (15) days time to intimate their acceptance to the revised price.
- b) Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.

41) Exit Management

- c) Exit Management shall be governed by the provisions of GF&AR& RTPP rules.

7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1) Payment Terms and Schedule

- a) **Payment schedule** - Payments to the successful/selected bidder shall be made after successful completion of the target milestones (including specified project deliverables), as specified in payment schedule in section 4.2 of this RFP document
- b) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- c) Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder.
- d) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- e) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- f) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- g) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- h) Taxes, as applicable, will be deducted/ paid, as per the prevalent rules and regulations.
- i) VAT benefit will be available to selected bidder if bidder is registered under Commercial Tax department at the time of submission of bid.
- j) If the selected bidder has not submitted valid STQC certificate for supplied devices before release of word order by department, the payment invoice submitted by selected bidder shall not be accepted by DoIT&C

2) Service Level Standards/ Requirements/ Agreement

- a) Selected bidder shall ensure If any of the supplied items is found defective/ non-functional/ non-responsive. The user (e-Mitra) shall inform to helpdesk & helpdesk will arrange for personal visit of engineer/ manpower for technical support and assistance. If the call/issue is not resolved & closed, replacement of device with in 48 hours of logging call shall be provided. penalty as defined below shall be levied:

S. No.	SLA Description	Penalty for not meeting SLA
1.	Resolution of complaint for non-functioning of any of the supplied device for Aadhaar services within * 48	Rs. 200/day per complaint

	hours	
2.	Resolution of complaint for non-functioning of any of the supplied device for Aadhaar services within * 72 hours	Rs. 500/day per complaint

* In appropriate cases the limit of resolution time (48 hrs or 72 hrs.) of complaint may be extended by the purchaser at its sole discretion.

b) Penalty on Manpower Support

S. No.	Level of Manpower	Penalty on Absenteeism	Penalty on Replacement
1.	Managerial	Rs. 100/day	Rs.1000/-
2.	Technical	Rs. 75/day	Rs.750/-

c) Upper cap on penalty

Total penalty in a quarter shall not exceed 20% of the total quarterly payable amount. In case total penalty reaches 20% of the total quarterly payable amount, purchaser can initiate the process for termination of the Rate Contract & forfeiture of Performance Security Deposit.

3) Change Requests/ Management

- a) An institutional mechanism will be set up for taking decisions regarding requests for changes. The Purchase Committee will set up a Change Control Committee with members from the procurement agency and the selected bidder. If it is unable to reach an agreement, the decision of the Purchase Committee will be final.
- b) DoIT&C may at any time, by a written order given to the bidder, make changes within the general scope of the Agreement in any one or more of the following: -
 - ✓ Designs, specifications, requirements of devices/items to be provided under the Agreement are to be specifically upgraded as per latest specifications of items/devices provided by UIDAI for Aadhaar enrolment activities.
 - ✓ The method of deployment, shipping or packing.
 - ✓ Schedule for Acceptance.
 - ✓ The place of delivery and/or the services to be provided by the bidder.
- c) The change request/ management procedure will follow the following steps: -
 - ✓ Identification and documentation of the need for the change - The information related to initiator, initiation date and details of change required and priority of the change will be documented by DoIT&C.
 - ✓ Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analysed and documented by the bidder.

- ✓ Approval or disapproval of the change request – DoIT&C will approve or disapprove the change requested including the additional payments for software development, quoted man-month rate shall be used for cost estimation, efforts of all technical resources- project manager, analyst, software developer, testing engineer, database architecture etc. shall be taken into account for total man-month estimation to carry out the s/w development resulting from the change request. For all technical resources irrespective of their experience and specialisation, the quoted man-month rate shall be used. Efforts of support staff shall not be taken into consideration for this purpose.
 - ✓ Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule by the selected bidder.
 - ✓ Verification of the change - The change will be verified by DoIT&C on implementation of the change request.
- d) All changes outside the scope of supplies agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by SI only after securing the express consent of DoIT&C. In the event that the consent of DoIT&C is not received then the change will not be carried out.
- e) While approving any change request, if required, DoIT&C may ask the bidder to deploy the required resources on-site.
- f) If any such change outside the scope of supplies agreed to herein causes an increase or decrease in cost of, or the time required for, firm's performance of any provisions under the Agreement, equitable adjustments shall be made in the Agreement Price or Delivery Schedule, or both, and the Agreement shall accordingly be amended. Any claims by firm for adjustment under this must be asserted within 30 (thirty) days from the date of SI receiving the DoIT&C change order which shall not be unreasonably withheld or delayed.

ANNEXURE-1: BILL OF MATERIAL (BoM)

S.No.	Equipment/Manpower	Indicative Qty	MAF Required (Yes/ No)
1.	Iris Capturing Device	1000	YES
2.	Web Camera	1000	YES
3.	Finger Print Capturing Device (Slap)	1000	YES
4.	Single Finger Print Scanner for authentication	5000	YES

Note: The Selected/Successful Bidder shall maintain a buffer stock of 2% of supplied devices as mentioned in Annexure-1, Annexure-2 at state level or a level lower than that. Such backup devices shall be supplied for replacement of the faulty/ defective device.

The limit of 2% may be increased by the purchaser to any level depending upon the calls logs/resolution time. Stock of this buffer stock may be verified anytime by the authorised authority of the purchaser.

ANNEXURE-2: TECHNICAL SPECIFICATIONS

Note: All the specifications below are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side shall only be considered and no extra weightage shall be awarded for such deviations. Also, the bidder is required to submit the technical compliance statement for each item only on the respective OEM's letter-head. Compliance submitted by the bidder on his letter-head shall not be entertained.

Item No. 1 - Iris Capturing Device

Make & Model Offered - (To be filled by the Lead Bidder/bidder)				Compliance (Yes/No)
Device Characteristics	Stationary (mounted: wall, tripod or stand) ¹	Hand-held ²	Hand-held with alignment aid ³	
	Minimum Requirements			
Iris Diameter (In pixel)	> 210			
Spatial Resolution Pixel Resolution	> 60% @ 4.0 Lp/mm > 16 Pixels/mm			
# of simultaneous captured eyes ⁴	2			
Viewfinder	External	Internal	External or Internal	
Capture distance	> 750 mm	> 50 mm	> 20 mm	
Capture volume (width/height/depth)	> 250x500x500mm	> 20x15x12mm	> 20x15x12mm	
Exposure time	< 15ms	< 33 ms	< 33 ms	
Imaging wavelength	700-900 nm			
Spectral Spread	Power in any 100nm band > 35% of total power			
Scan type	Progressive			
Image margins	Left & right: 0.50x iris diameter, Top & bottom: 0.25x iris diameter			
Pixel depth	> 8 bits/pixel			
Image evaluation frame rate	> 5 frames/sec, continuous image capture			
Capture mode	Auto capture with built-in quality check (incorporates NIST quality considerations)			
Sensor signal to noise ratio	> 36 DB			
Connectivity ⁵	USB 2, USB-IF certified Or Networked (TCP/IP)	USB 2, USB-IF certified		
<ul style="list-style-type: none">¹Stationary: Any capture process where the device is stationary and the subject is required to position and rest himself/herself.	<ul style="list-style-type: none">²Hand-held: Operator operates and holds the camera and the subject is stationary.⁴Considered simultaneous if second eye is captured within 2 seconds of first eye done	<ul style="list-style-type: none">³Alignment aid: Camera has mechanical fixture for alignment. Optical viewfinder is not considered alignment aid.⁵Total of only 1 USB port will be available for		

	without moving the device	connectivity and power	
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Item No. 2 - Web Camera

Make & Model Offered - (To be filled by the Lead bidder/bidder)		Compliance (Yes/No)
Device Characteristics	Values (Minimum Requirements)	
Capture mode	Plain live capture	
Image Quality	Full Frontal (0x01) as per ISO/IEC 19794-5	
Minimum Resolution	800x600	
Capture mode	Manual Capture with Auto Focus, Auto Lighting Adjustment	
Sensor	>2MP Native Sensor.	
Connectivity ¹	High Speed USB 2, USB-IF certified	
Lens	Fixed, SLR	
Power	Through USB/Independent PS/Lithion-Ion preferred to AA/AAA Batteries.	
Mount	Tripod	
Operating temperature	0 – 50 C	
Humidity	10 – 90%	
Durability/Shock		
Safety Standard	UL	
Software API	Compliant with UIDAI Device Capture API specification V1.0 RC 3	
¹ Total of only 1 USB port available for connectivity and power.		

Item No. 3 - Finger Print Capturing Device (Slap)

Make & Model Offered - (To be filled by the Lead bidder/bidder)		Compliance (Yes/No)
Device Characteristics	Values (Minimum Requirements)	
Capture mode	Plain live scan capture	
Image Acquisition Requirements	Setting level 31 or higher (Section 9.1 of Biometric Design Standards for UID Applications V1.0)	
Image evaluation frame rate	> 3 frames/sec, continuous image capture	
Capture mode	Auto capture with built-in quality check (incorporates NIST quality considerations)	
Capture area	> 76mm x 80mm	
Connectivity ¹	USB 2, USB-IF certified	
Power	Through USB	
Dimension (W X H X D)	< 160mm x 160mm x 160mm	
Weight	Maximum 2.5 Kg.	
Operating temperature	0 – 50 C	
Humidity	10 – 90% non-condensing	
Durability/Shock	IP 54	

Standards	UL certified (if applicable). Meets ISO 19794-4:2005 Section 7 and Annex A certification requirements (IAFIS Appendix F certified).	
Software API	Compliant with UIDAI Device Capture API specification V1.0 RC 3	
¹ Total of only 1 USB port available for connectivity and power.		

Item No. 4 - Single Finger Print Scanner for authentication

Make & Model Offered - (To be filled by the Lead bidder/bidder)		Compliance (Yes/No)
Parameters	Specification	
Minimum Platen Area	Optical/multispectral/capacitance technology 1. If platen area is 15.24 mm x 20.32 mm or more: 1.1 Provisional certificate would be issued without any field testing; 1.2 Final certification would be subject to sensor-extractor meeting <2% FRR in Aadhaar lines will be published by STQC. 2. If platen area is 12.8 mm x 16.5 mm but less than 15.24 mm x 20.32 mm, certification would be subject to sensor-extractor meeting <2% FRR in Aadhaar authentication system (at FAR of 0.01%) for which detailed guidelines will be published by STQC. Any other Technologies 3. <2% FRR in Aadhaar authentication set up (at FAR of 0.01%) would need to be demonstrated. Detailed guidelines and other requirements specific to the technology will published separately by STQC.	
Image quality	Must be listed on "IAFIS Certified Product List" posted on https://www.fbi Biospecs.org/IAFIS/Default.aspx under "PIV Single Finger Capture Devices" OR Lab Test conformance report showing compliance to ISO 19794-4 Annexure A OR any other equivalent conformance report (to be approved for equivalence by expert committee appointed by Competent Authority)	
Extractor Quality	<ul style="list-style-type: none"> • MINEX compliance • Number of Minutiae generated by extractor to be in conformance to ISO Specification. Tested for at least 12 Minutiae points generated under test conditions. 	
NFIQ Quality Software	Inbuilt NFIQ quality software either at device level or extractor level.	
Resolution	Minimum 500 DPI with 5% margin on the lower side	
Grey scale/ Image type	8 bit, 256 levels	
Extractor & Image Template Standard	ISO 19794-2 for fingerprint minutiae template and ISO 19794-4 for Fingerprint Image Template	

Maximum Acquisition time (Placement to Template)	< 2 secs	
Audio/Visual indication	A/V indication either at device level or at application level for indicating various events like: a) Indication for placing finger b) Start of capturing c) End of capturing	
Liveness Detection	Preferable	
Latent detection	Preferable	
Platen	Rugged, minimum IP 54 rating preferable Prefer scratch resistant features	
Preferred Operating Temperature	0 to 45 degree Centigrade	
Preferred Storage Temperature	0 to 50 degree Centigrade	
Preferred Humidity	10 to 90%	
ESD	>= 8Kv	
Environment, health and safety	ROHS certification	
Safety	UL or IEC60950 compliance	
EMC compliance	FCC class A or equivalent	
Operating system environment	Vendor needs to declare the compatible operating system	
Connectivity	1. Standard USB connectivity for PC based application. 2. Connectivity for POS devices.	

Note: All the supplied items should be as per UIDAI specified specifications/guidelines & STQC certified. However, selected bidder shall ensure that STQC Certification of enrolment & authentication devices mentioned in Annexure-1-BoM & Annexure-2- technical specifications shall be renewed from time to time during the project period according to the latest specifications issued by UIDAI in terms of hardware & software.

ANNEXURE-3: PRE-BID QUERIES FORMAT {to be filled by the bidder}

[Reference No. _____]

Name of the Company/Firm: _____

Bidding Document Fee Receipt No. _____ Dated _____ for Rs. _____/-

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

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

Company/Firm Contacts:

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

Query / Clarification Sought:

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

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

ANNEXURE-4: BIDDER'S AUTHORIZATION CERTIFICATE{to be filled by the bidder}

To,

{Procuring entity},

_____,

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No. _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-5: SELF-DECLARATION {to be filled by the bidder}

To,

{Procuring entity},

In response to the NIB Ref. No. _____ dated _____ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign.of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding, :-

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-6: CERTIFICATE OF CONFORMITY/ NO DEVIATION{to be filled by the bidder}

To,

{Procuring Entity},

CERTIFICATE

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-7: DECLARATION BY BIDDER{to signed by bidder}

I/ We declare that I am/we are bonafide/ Manufacturers/ Whole Sellers/ Sole distributor/ Authorised dealer/ dealers/ sole selling/ Marketing agent in the goods/ stores/ equipment for which I/ We have quoted.

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

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-8: MANUFACTURER'S AUTHORIZATION FORM (MAF){to be filled by the OEMs}

(Indicative Format)

To,
{Procuring Entity},

Subject: Issue of the Manufacturer's Authorisation Form (MAF)

Reference: NIB/ RFP Ref. No. _____ dated _____

Sir,

We {name and address of the OEM} who are established and reputed original equipment manufacturers (OEMs) having factories at {addresses of manufacturing location} do hereby authorize {M/s _____} who is our {Distributor/ Channel Partner/ Retailer/ Others <please specify>} to bid, negotiate and conclude the contract with you against the aforementioned reference for the following device/item manufactured by us: -

{OEM will mention the details of all the proposed product(s) with their make/ model.}

We undertake to provide OEM Warranty for the offered device/item, as mentioned above, for 3 Years.

We hereby confirm that the offered items/devices as per the scope of work in RFP document is not likely to be declared as End-of-Sale within next 6 months from the date of bid submission.

We hereby confirm that the offered items/devices is not likely to be declared as End-of-Service/ Support within next 3 years from the date of work order.

Also, we agree to provide/update/replace devices as per latest UIDAI specified specification/guideline & renew STQC certification of supplied devices time to time during the project period.

Yours faithfully,

For and on behalf of M/s (Name of the manufacturer)

(Authorized Signatory)

Name, Designation & Contact No.:

Address: _____

Seal:

ANNEXURE-9: COMPONENTS OFFERED – BOM{to be filled by the bidder}

Please fill the following BOM for all the offered components.

S.No.	Product Details (Only one make and model)	Detailed Technical Specification Reference**	OEM Details (Name, Address, E-Mail, Mobile Nos.)
1.		{Item No. xx}	
2.		{Item No. xx}	
3.		{Item No. xx}	
4.		{Item No. xx}	

** Please attach Technical specifications compliance sheet (only on OEM's letter-head) and provide reference number in this column. (Deviations, if any, should be appropriately mentioned & highlighted in the compliance/ deviation column of the respective table as provided in Annexure-2: Technical Specifications of this bidding document)

ANNEXURE-10: FINANCIAL BID COVER LETTER &FORMAT

COVER LETTER {to be submitted by the bidder on his Letter head}

To,
The Secretary & Commissioner,
DoIT&C, Govt. of Rajasthan,
Jaipur (Raj.)

Reference: NIB No. : _____ Dated: _____

Dear Sir,

We, the undersigned bidder, having read & examined in detail, the bidding document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work in conformity with the said bidding document.

I/ We undertake that/ to: -

- the quoted prices are in conformity with the requirements prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BoQ).
- if awarded the contract, I/ we shall submit the prescribed performance security deposit and shall supply/ work in accordance with the prescribed timelines.
- abide by this bid for a period of _____ days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
- our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
- you are not bound to accept the lowest or any bid you may receive.

We unconditionally agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory

Name:

Designation:

Financial Bid Format

{to be submitted by the bidder only in BoQ format (.XLS) available at e-Procurement portal}

Name of Work: Rate Contract for Supply of Aadhaar Enrolment Kits under UID Project						
Ref No. :						
Bidder Name:						
SCHEDULE OF WORKS (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Item Description	Approx. Qty.	Unit	Per Unit Cost (in INR) (inclusive of all taxes, levies, and duties applicable including CST & Service Tax but excluding Rajasthan VAT)	Total RVAT Amount (in INR)	Total Cost (in INR) (inclusive of all taxes, levies, and duties applicable including CST, Service Tax & Rajasthan VAT &)
1	2	3	4	5	6	7= (3*5)+6
1.	Iris Capturing Device	1000	Nos.			
2.	Web Camera	1000	Nos.			
3.	Finger Print Capturing Device (Slap)	1000	Nos.			
4.	Single Finger Print Scanner for authentication	5000	Nos.			
Total (in INR)						
Total (in words): Rupees						

BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

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

To,
The Secretary & Commissioner,
Department of Information Technology & Communications (DoIT&C),
IT Building, Yojana Bhawan Campus, Tilak Marg,
C-Scheme, Jaipur-302005 (Raj).

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

from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the DoIT&C or any indulgence by the DoIT&C to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

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

Dated.....day of.....For and on behalf of the <Bank> (indicate the Bank)

Signature

(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the DoIT&C

For and on behalf of the DoIT&C

Signature

(Name & Designation)

ANNEXURE-11: DRAFT AGREEMENT FORMAT{to be mutually signed by selected bidder and procuring entity}

This Contract is made and entered into on this _____ day of _____, 2013 by and between Department of Information Technology & Communications, Govt. of Rajasthan, having its head office at IT Building Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ DoIT&C) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s _____, a company registered under _____ with its registered office at _____ (herein after referred as the "Successful Bidder/ Supplier") which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas,

Purchaser is desirous of appointing an agency for <project title> as per the Scope of Work and Terms and Conditions as set forth in the RFP document dated _____ of <NIB No _____>.

And whereas

The supplier represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing the required services against said NIB and RFP document issued in this regard, in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Purchaser from time to time.

And whereas

Purchaser has accepted the bid of supplier and has placed the Work Order vide Letter No. _____ dated _____, on which M/s _____ has given their acceptance vide their Letter No. _____ dated _____.

And whereas

The supplier has deposited a sum of Rs. _____/- (Rupees _____) in the form of _____ ref no. _____ dated _____ of _____ Bank and valid up to _____ as security deposit for the due performance of the contract.

Now it is hereby agreed to by and between both the parties as under: -

1. The NIB Ref. No. _____ dated _____ and RFP document dated _____ issued by DoIT&C along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by DoIT&C to supplier at the rates set forth in the work order no. _____ dated _____ will duly supply the said articles set forth in "Annexure-I: Bill of Material" thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.
3. The DoIT&C do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the DoIT&C will pay or cause to be paid to supplier, at the time and the manner set forth in

the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.

4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. _____ and completed by supplier within the period as specified in the RFP document.
5. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete: -

a) Delay up to one fourth period of the prescribed delivery period, successful installation & completion of work	2.5%
b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation & completion of work.	5.0%
c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	7.5%
d) Delay exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	10.0%

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
 - ii. The maximum amount of agreed liquidated damages shall be 10%.
 - iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of supplier.
6. Service Level Standards & Penalty shall be applicable as follows:
 - a) Selected bidder shall ensure If any of the supplied items is found defective/ non-functional/ non-responsive. The user (e-Mitra) shall inform to helpdesk & helpdesk will arrange for personal visit of engineer/ manpower for technical support and assistance. If the call/issue is not resolved & closed, replacement of device with in 48 hours of logging call shall be provided. penalty as defined below shall be levied:

S. No.	SLA Description	Penalty for not meeting SLA
1.	Resolution of complaint for non-functioning of any of the supplied device for Aadhaar services within * 48 hours	Rs. 200/day per complaint
2.	Resolution of complaint for non-functioning of any of the supplied device for Aadhaar services within * 72 hours	Rs. 500/day per complaint

* In appropriate cases the limit of resolution time (48 hrs or 72 hrs.) of complaint may be extended by the purchaser at its sole discretion.

- b) Penalty on Manpower Support

S. No.	Level of Manpower	Penalty on Absenteeism	Penalty on Replacement
1.	Managerial	Rs. 100/day	Rs.1000/-
2.	Technical	Rs. 75/day	Rs.750/-

c) Upper cap on penalty

Total penalty in a quarter shall not exceed 20% of the total quarterly payable amount. In case total penalty reaches 20% of the total quarterly payable amount, purchaser can initiate the process for termination of the Rate Contract & forfeiture of Performance Security Deposit.

7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this ____ day of _____, 2013.

Signed By:	Signed By:
() Designation:, Company:	Secretary & Commissioner Department of IT&C, Govt. of Rajasthan
<i>In the presence of:</i>	<i>In the presence of:</i>
() Designation: Company:	() Designation: Department of IT&C, Govt. of Rajasthan
() Designation: Company:	() Designation: Department of IT&C, Govt. of Rajasthan

ANNEXURE-12: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof

Before the (First/ Second Appellate Authority)

1. Particulars of appellant:

- a. Name of the appellant: <please specify>
- b. Official address, if any: <please specify>
- c. Residential address: <please specify>

2. Name and address of the respondent(s):

- a. <please specify>
- b. <please specify>
- c. <please specify>

3. Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:<please specify>

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:<please specify>

5. Number of affidavits and documents enclosed with the appeal:<please specify>

6. Grounds of appeal (supported by an affidavit):<please specify>

7. Prayer:<please specify>

Place

Date

Appellant's Signature

ANNEXURE-13: BANK GUARANTEE FORMAT {to be submitted by the bidder's bank}

BANK GUARANTEE FORMAT – BID SECURITY

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

To,
Secretary & Commissioner,
DoIT&C
IT Building, Yojana Bhawan Campus,
Tilak Marg, C-Scheme, Jaipur (Rajasthan)

Sir,

1. In accordance with your Notice Inviting Bid for <please specify the project title> vide NIB reference no. <please specify> M/s. (Name & full address of the firm) (Hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document.

It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <Rs. _____ (Rupees <in words>)> in respect to the NIB Ref. No. _____ dated _____ issued by IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan) (hereinafter referred to as "DoIT&C") by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum of <Rs. _____ (Rupees <in words>)> to the DoIT&C as earnest money deposit.

2. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the DoIT&C of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the DoIT&C shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the DoIT&C on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the DoIT&C that the Bidder has committed such breach or breaches and as to the

amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the DoIT&C shall be final and binding on us.

4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the DoIT&C and it is further declared that it shall not be necessary for the DoIT&C to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the DoIT&C may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the DoIT&C to recover the said amount of <Rs. _____ (Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. _____ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date (Signature)

Place (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

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

(1)

.....

(2)

.....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee shall fulfil the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by DoIT&C
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:

BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

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

To,
Secretary & Commissioner,
DoIT&C
IT Building, Yojana Bhawan Campus,
Tilak Marg, C-Scheme, Jaipur (Rajasthan)

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

performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the DoIT&C against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the DoIT&C or any indulgence by the DoIT&C to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

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

Dated.....day of.....For and on behalf of the <Bank> (indicate the Bank)

Signature

(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the DoIT&C

For and on behalf of the DoIT&C

Signature

(Name & Designation)

ANNEXURE-14: FORMAT FOR CONSORTIUM AGREEMENT

(On non-judicial stamp paper of appropriate value to be purchased in the name of executants companies or as required by the jurisdiction in which executed)

This Consortium Agreement executed on this day of..... Two Thousand

By:

M/s. a Company incorporated under the laws of..... and having its registered office at..... (hereinafter called the "Lead Member/First Member" which expression shall include its successors); and

M/s. a Company incorporated under the laws of and having its registered office at..... (hereinafter called the "Second Member" which expression shall include its successors)

The Lead Member/First Member and the Second Member shall collectively hereinafter be called as the "Consortium Members" for the purpose of submitting a proposal (hereinafter called as "Bid") for the work of(Name of work).....for (Name of project) of M/s..... to Government of Rajasthan (GoR)/ Department of Information Technology & Communications, Govt. of Rajasthan (herein after called the 'Owner' or 'DoIT&C'), DoIT&C being a Company incorporated under the Companies Act, 1956 having its registered office at C Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, India (hereinafter called the "Owner/GoR/ DoIT&C") in response to GoR/ DoIT&C Request for Proposal Document (hereinafter called as "RFP" Document) Dated..... for the purposes of submitting the bid no. and entering into a contract in case of award for the work of (Name of work).....for (Name of project) of GoR/ DoIT&C.

WHEREAS, the Owner invited bids vide its RFP document no. for the work of AND WHEREAS as per document, Consortium bids will also be considered by the Owner provided they meet the specific requirements in that regard.

AND WHEREAS the PQ bid is being submitted to the Owner vide proposal dated based on the Consortium Agreement being these presents and the PQ bid with its PQ bid forms and submission documents, in accordance with the requirement of PQ document conditions and requirements have been signed by all the partners and submitted to the Owner.

AND WHEREAS Clause _____ of RFP document stipulates that a Consortium of maximum two companies, meeting the requirements stipulated in the RFP document may submit a Proposal signed by Lead Member of the Consortium Members so as to legally bind all the Members of the Consortium who will be jointly and severally liable for the performance and all obligations thereunder to GoR/DoIT&C and duly signed Consortium Agreement shall be attached to the Proposal.

NOW THEREFORE, in consideration of the mutual covenants of the members of the Consortium, the sufficiency whereof is hereby acknowledged and other good valuable consideration, we agree as follows:

1. We the members in the Consortium hereby confirm that the name and style of the Consortium shall be..... Consortium.
2. M/s. shall act as Lead Member for self, and for and on behalf of M/s (Second Member) and further declare and confirm that we shall jointly and severally be bound unto the Owner for the successful performance of the obligations under the Request for Proposal (RFP) and resulting Contract Agreement(s) submitted / executed by the Lead Member in the

event of the selection of Consortium. Further, the Lead Partner is authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the CONSORTIUM.

3. That M/s _____ which is the Lead Member of the Consortium shall invest and continue to invest % (at least 51% to be invested by Lead Bidder) interest in the Consortium for the Lock in Period as specified in the RFP document.
4. That M/s _____, (Second Member) shall invest and continue to invest % interest of the Consortium for the Lock in Period as specified in the RFP document.
5. The composition or the constitution of the consortium shall not be altered without the prior consent of GoR/DoIT&C.
6. The roles and responsibilities of the lead bidder and the second member of the consortium for execution of various components/activities as defined in the RFP document shall be as under :

S.No.	Project Component/Activity	Roles & Responsibility of Lead Bidder	Roles & Responsibility of Second Member of Consortium
1			
2			
3			
4			

7. It is expressly agreed by the members that all members of the consortium shall be held equally responsible for the obligations under the RFP Document, Contract and this Agreement, irrespective of the specific roles/responsibilities undertaken by them.
8. For the purpose of this Agreement, the RFP Document and the Contract, the Lead Partner shall be the single point of contact for the GoR/ DoIT&C, shall have the overall responsibility of the management of the Project and shall have single point responsibility for ensuring that all members of the consortium are complying with the terms and conditions set out in the Contract and the RFP Document.
9. All instructions/communications from PMC to the Lead Partner shall be deemed to have been duly provided to all the members of the consortium.
10. If GoR/ DoIT&C suffers any loss or damage on account of any breach in the stipulation of the Agreements to be entered into by the Consortium Members, upon its selection pursuant to RFP (the "Agreements") or any shortfall in the performance of the Transaction or in meeting the performances guaranteed as per the RFP and the Agreements, the Consortium Members hereby jointly and severally undertake to promptly make good such loss or damages caused to GoR/ DoIT&C on its demand without any demur or contest. The Owner shall have the right to proceed against anyone of the partners and it shall neither be necessary nor obligatory on the part of the Owner to proceed against the Lead Partner before proceeding against or dealing with the other Member.
11. The financial liability of the Consortium Members to the GoR/ DoIT&C, with respect to any of the claims arising out of the performance or non-performance of obligations under the RFP and the resulting Agreement(s) shall not be limited so as to restrict or limit the liabilities of any of the Members and the Members shall be jointly and severally liable to GoR/DoIT&C.
12. It is expressly agreed by the Members that all the due payments shall be made by the Owner to Lead Bidder only.
13. This Consortium agreement shall be construed and interpreted in accordance with the laws of India and the Courts of Jaipur (Rajasthan) shall have the exclusive jurisdiction in all matters arising there under.
14. It is also hereby agreed that Lead Member shall, on behalf of the Consortium shall submit the Bid and performance Security as specified by owner in the RFP document.

15. It is further agreed that this Consortium Agreement shall be irrevocable and shall continue to be enforceable till the same is discharged by GoR/DoIT&C.
16. This Agreement shall come into force as of the date of signing and shall continue in full force and effect until the complete discharge of all obligations, concerning the carrying out of the Project, which have been taken on by the Parties under the Contract, RFP Document and under this Agreement.
17. Any other terms and conditions not in contradiction to the RFP and above mentioned terms and conditions.

IN WITNESS WHEREOF, the Members to the Consortium agreement have through their authorised representatives executed these presents and affixed common seal of their companies, on the day, month and year first mentioned above.

<p>Common Seal of has been affixed in my/our Lead Member presence pursuant to Board of Director's resolution dated</p> <p>1) Witness</p> <p>2) Witness</p>	<p>For and on behalf of M/s..... (Lead Bidder)</p> <p>(Signature of authorized representative)</p> <p>Name :</p> <p>Designation:</p>
<p>Common Seal of has been affixed in my/our Lead Member presence pursuant to Board of Director's resolution dated</p> <p>1) Witness</p> <p>2) Witness</p>	<p>For and on behalf of M/s..... (Second member)</p> <p>(Signature of authorized representative)</p> <p>Name :</p> <p>Designation:</p>