

**GOVERNMENT OF RAJASTHAN**  
**Department of Information Technology & Communication**

No. F11(187)/DOIT/Project/13/I/13098/2013

Date: 22/10/2013  
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To,  
Mr. Ankur Jain  
M/s Synergy House  
7<sup>th</sup> Floor, Vaibhav Mall, Vaishali Nagar,  
Jaipur

**Subject:** Rate contract for Supplying IEC Material under Rajasthan UID project

**Reference:**

1. NIT Ref. No. No. F11(187)/DOIT/Project/13/I/10743/2013 dated 23/08/2013 issued by DoIT&C (Secretary and Commissioner, DoIT&C, GoR, Jaipur)
2. Your financial bid opened on 26/09/2013

Sir,

We are pleased to inform you that you have been selected as supplier for "Rate contract for Supplying IEC Material under Rajasthan UID project."

DoIT&C intend placing order to **M/s Synergy House** subject to issuance of work order by DoIT&C and entering into satisfactory commercial agreement with DoIT&C under the following conditions:

1. You will carry out the job strictly in accordance with the provisions of the bid document and other information (hereinafter collectively referred to as "information") relating to the aforementioned project as submitted by you in your bid mentioned above in reference.
2. Furthermore, we shall require you to meet the quality/ performance/ service delivery standards of project as mentioned in the bidding document.
3. Authorized representatives of DoIT&C / District Administration /any other designated person shall at all reasonable times, have the right to visit any of the project locations to inspect work in progress and to inspect the records of your Company relating to the quality standards.
4. When requested, from time to time, you will furnish the required information about the project. DoIT&C / District Administration /any other designated person shall have the right unilaterally to reject or condemn any product/ service which do not conform to the quality standards as per Bidding document.
5. This Letter of Intent (LoI) is not the final work order and if it is not succeeded by the commercial agreement between you and DoIT&C, within 15 days from the date of issue of this LOI, this letter of intent shall stand cancelled, unless extended by mutual consent.



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6. You are required to execute an Agreement on Non-Judicial stamp paper of Rs.5000/- (purchased from Rajasthan only) within 15 days from the date of issue of this LOI. The format of agreement is enclosed herewith as Annexure-A.
7. You are also required to furnish a Performance Bank Guarantee of amount INR 1,92,000.00 (One lakh ninety two thousand rupees Only) (Calculated as 5% of the Contract value(rounded off to the nearest thousand Indian Rupees) in the form defined in the clause 29 of Chapter 5 of RFP .
8. Please note bank guarantee should be from a scheduled commercial bank in India in favor of Secretary & Commissioner, DoIT&C, Jaipur for the entire period of contract with additional 90 days claim period. Bank guarantee must be submitted before signing of contract. The format of performance bank guarantee will be as per the bid document annexed herewith as Annexure-B.
9. Terms of this letter of intent will become effective and enforceable only when a definitive agreement is executed.

Sincerely,

  
(Sanjay Malhotra)  
Secretary and Commissioner

Copy to following for Information:

1. OIC, UID
2. All concerned officials

  
R.C. Gupta  
(OSD, UID Project)



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**ANNEXURE-A: 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 the Indian Companies Act, 1956 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 <NIT No \_\_\_\_\_>.

And whereas

M/s \_\_\_\_\_ 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 NIT 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 M/s \_\_\_\_\_ and has placed the letter of Intent/Acceptance or Work Order vide Letter No. \_\_\_\_\_ dated \_\_\_\_\_, on which M/s \_\_\_\_\_ has given their acceptance vide their Letter No. \_\_\_\_\_ dated \_\_\_\_\_.

And whereas

M/s \_\_\_\_\_ 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:-



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1. The NIT 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 M/s \_\_\_\_\_ at the rates set forth in the work order no. \_\_\_\_\_, \_\_\_\_\_ 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 M/s \_\_\_\_\_.
3. The DoIT&C do hereby agree that if M/s \_\_\_\_\_ 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 M/s \_\_\_\_\_, 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 M/s \_\_\_\_\_ within the period as specified in the RFP document.
5. The contract for supplying IEC material is initially for a period of One (1) year, which can be extended to further six (6) months on same terms and conditions. The bidder has to perform all the work specified in Scope of work and as per annexure-1. Also, the rates quoted in financial bid shall be valid for 18 months.
6. 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 M/s \_\_\_\_\_ has failed to supply or complete the work:-

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.



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- ii. The maximum amount of agreed liquidated damages shall be 10%.
- iii. If M/s \_\_\_\_\_ 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 is on account of hindrances beyond the control of M/s \_\_\_\_\_.

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:	(Sanjay Malhotra) Secretary & Commissioner Department of IT&C, Govt. of Rajasthan
<i>In the presence of:</i>	<i>In the presence of:</i>



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<p>( )</p> <p>Designation:</p> <p>Company:</p>	<p>( )</p> <p>Designation:</p> <p>Department of IT&amp;C, Govt. of Rajasthan</p>
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**ANNEXURE-B: BANK GUARANTEE FORMAT** {to be submitted by the bidder's bank}

**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 Agreement No.....dated .....made 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.....(rupees .....only), we .....(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of .....Contractor(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



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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 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 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)



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Bank's Seal

The above performance Guarantee is accepted by the DoIT&C  
For and on behalf of the DoIT&C

Signature

(Name & Designation)