

**Request for Proposal (RFP) Document
For
Selection of a Service Provider to provide Connectivity to
UIDAI DC-Noida and to UIDAI DC-Bangalore from
Rajasthan State Data Center (RSDC)-Jaipur**

NIB ReferenceNo.F11(199)/DoIT/Project/13/II/10753/2013

Dated -23/08/2013

Mode of Bid Submission	Online though e-Procurement/ e-Tendering system at http://eproc.rajasthan.gov.in
Procuring Authority	Secretary & Commissioner, DoIT&C, Second Floor, IT Building, YojanaBhawan Campus, TilakMarg, C- Scheme, Jaipur (Rajasthan)
Date & Time of Pre-bid meeting	03-09-2013 at 03:00 PM
Last Date & Time of Submission of Bid	27-09-2013 till 03:00 PM
Date & Time of Opening of Technical Bid	27-09-2013 at 04:00 PM

Bidding Document Fee: Rs. 400/- (Rupees Four Hundred 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)

2ndFloor, IT Building, YojanaBhawan Campus, TilakMarg, C-Scheme, Jaipur (Rajasthan)

Phone: 0141-2224855 Fax: 0141-2222011

Web: <http://doitc.rajasthan.gov.in>, Email: uid@rajasthan.gov.in

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ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in PublicProcurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
AT	Acceptance Testing
ASA	Authentication Service Agency
ASP	Authentication Service Provider
AUA	Authentication User Agency
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 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.
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
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
CIDR	Central Identities Data Repository
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 be two years of Operations & Services which will commence from the date of successful commissioning of the project.
CPE	Customer Premises Equipment

CE	Customer Equipment
Day	A calendar day as per GoR/ Gol.
DC	Data Centre
DeitY, Gol	Department of Electronics and Information Technology, Government of India
Designated Location	UIDAI-DC, Greater Noida and UIDAI-DC, Bangalore in this RFP
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://egras.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/ or 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
Lol	Letter of Intent
NCB	A bidding process in which qualified bidders only from within India are allowed to participate

NIB	Notice Inviting Bid
NLDO	National Long Distance Operator
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
UIDAI Partner	Department of IT & Communication in this RFP
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.
RISL	RajCOMP Info Services Limited
RSDC	Rajasthan State Data Centre, New IT Building, Jaipur
RVAT	Rajasthan Value Added Tax
SDC	State Data Center, YojanaBhawan, Jaipur
SecLAN	Secretariat Local Area Network
Services	“Services” means the network connectivity and related services to be delivered by the Selected Bidder as required to run the project successfully as per the Contract. A Service is the intangible equivalent of an economic good.
Selected Bidder/ Successful Bidder/ Service Provider	Bidder finally selected and issued work order after the tendering process as per the conditions of this RFP
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.
SP	Service Provider
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.raj.nic.in
STQC	Standardisation Testing and Quality Certification, Govt. of India
Source Location	Department of IT & Communication in this RFP
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number
UASL	Unified Access Service Provider License
UIDAI	Unique Identification Authority of India
VAT/ CenVAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order
NKN	National Knowledge Network
VoIP	Voice over Internet Protocol
NICNet	National Informatics Center Network
DoT	Department of Telecommunications, Govt. of India
TRAI	Telecom Regulatory Authority of India, Govt. of India

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

Unique Bid Ref. No.	DOIT/2013/12
NIB Ref. No.	F11(199)/DoIT/Project/13/II/10753/2013 dated 23/08/2013
Name & Address of the Procuring Entity	<ul style="list-style-type: none"> Name: DoIT&C, GoR Address: 2nd Floor, IT Building, YojanaBhawan Campus, TilakMarg, C-Scheme, Jaipur – 302005,Rajasthan, India
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none"> Name: Sh. R. C. Gupta Designation: OSD-UID, DoIT&C, Address: 2nd Floor, IT Building, YojanaBhawan Campus, TilakMarg, C-Scheme, Jaipur – 302005,Rajasthan, India Email: osd.uid@rajasthan.gov.in , uid@rajasthan.gov.in
Subject Matter of Procurement	“Selection of a Service Provider to provide Connectivity to UIDAI DC-Noida and UIDAI DC-Bangalore from Rajasthan State Data Center (RSDC)-Jaipur on Rental basis for a period of 2 Years”
Bid Procedure	Single-stage: Two part (envelop) national open competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS) i.e. Lowest-1 (L1) method
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 Bidding document fee: Rs. 400/- (Rupees Four Hundred Only) in Cash/ Demand Draft in favour of “Secretary & Commissioner, DoIT&C” payable at “Jaipur”. RISL Processing Fee: Rs. 1000/- (Rupees One Thousand Only) in Demand Draft in favour of “Managing Director, RISL” payable at “Jaipur”.
Estimated Procurement Cost	INR 20,00,000 (Indian Rupees Twenty Lacs Only)
Bid Security and Mode of Payment	<ul style="list-style-type: none"> Amount: INR 40,000 (Indian Rupees Forty Thousand Only) [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) of the estimated procurement cost] Mode of Payment: Banker's Cheque or Demand Draft of a Scheduled Bank in favour of “Secretary & Commissioner, DoIT&C” payable at “Jaipur” or deposit through eGRAS (https://egras.raj.nic.in/)
Period of Sale/ download of Bidding Document (Start/ End Date)	<ul style="list-style-type: none"> Start Date/ Time: 27-08-2013 03:00 PM onwards End Date/ Time: 27-09-2013 till 03:00 PM
Date/ Time/ Place of Pre-bid Meeting	<ul style="list-style-type: none"> Date/ Time: 03-09-2013 at 03:00 PM Place: DoIT&C, Second Floor, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan) Last date & time of submitting clarifications requests by the bidder: 03-09-2013 till 03:00PM Response to clarifications by procuring entity: 06-09-2013 by 6:00PM
Manner, Start/ End Date for the submission of Bids	<ul style="list-style-type: none"> Manner for submission: Online at Procurement website (http://eproc.rajasthan.gov.in) Start Date/ Time: 09-09-2013 03:00 PM onwards End Date/ Time: 27-09-2013 till 03:00 PM
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*	<ul style="list-style-type: none"> Start Date/ Time: 09-09-2013 03:00 PM onwards End Date/ Time: 27-09-2013 till 03:00 PM

Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> • Date: 27-09-2013 • Time: 04:00 PM • Place: DoIT&C, Committee Room, Second Floor, IT Building, YojanaBhawan Campus, TilakMarg, C-Scheme, Jaipur (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
<p>Note:</p> <ol style="list-style-type: none"> 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 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, Bid Security, and RISL Processing Fee as per NIB schedule, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee and Bid Security should be 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, YojanaBhawan, TilakMarg, 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. <p style="text-align: right;">(Sanjay Malhotra) Secretary & Commissioner, IT&C, GoR</p>	

2. PROJECT PROFILE

The Department of IT & Communication (DoIT&C) intends to be registered as an Authentication Service Agency (ASA) with UIDAI for providing Aadhaar Authentication Services in the State of Rajasthan.

In order to register as an ASA with UIDAI and send authentication requests to UIDAI, the department intends to establish Point-to-Point Network Connectivity from their State Data Centre (RSDC) to two (02) UIDAI Data Centres (CIDR Greater Noida and CIDR Bangalore) based on secured and manageable Ethernet Leased Circuit, in compliance to the guidelines and security requirements of UIDAI. Please refer Annexure-1 for detailed information on Aadhaar Authentication Framework of UIDAI, and ASA Operating Model as per UIDAI.

3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

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

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement. (Note: In case the establishment does not fall under any act for registration, a self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932. <i>Note: Participation by Joint Venture/ Consortium of firms is not allowed.</i>	- Copy of valid Registration Certificates - Copy of Certificates of incorporation
2	Financial: Turnover	Annual Turnover of the bidder (as per the last published audited balance sheets) during each of the three financial years i.e. from FY 2009-10, 2010-11, and 2011-12 should be at least INR One (01) Crore.	CA Certificate with CA's Registration Number/ Seal
3	Financial: Net Worth	The net worth of the bidder as on 31/03/2012 should be Positive	CA Certificate with CA's Registration Number/ Seal
4	Tax Registration	The bidder should have a registered number of i. Service Tax ii. Income Tax / PAN	Copies of relevant certificates of registration Copy of PAN Card
5	Certifications/ License	The bidder must possess, at the time of bidding, a valid UASL/ NLDO License for Rajasthan, Uttar Pradesh and Karnataka Telecom Circles duly issued by DoT/ TRAI.	Copy of all the valid License Certificates
6	Mandatory Undertaking	Bidder should: - 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; 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; c) not have a conflict of interest in the procurement in question as specified in the bidding document. d) comply with the code of integrity as specified in the bidding document.	A Self-Certified letter as per Annexure-5: Self-Declaration

- 2) In addition to the provisions regarding the qualification/ eligibility criteria of the bidders as set out in (1) above: -
 - a. the procuring entity shall disqualify a bidder as per the provisions under “Clause:Exclusion/ Disqualification of Bids” in “Chapter-5: ITB”; and
 - b. 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

A. Scope of Work

The broad scope of work for the SP during the period of Contract/ Engagement shall include successful establishment and management of Point to Point Network Connectivity, based on secure and manageable Ethernet Leased Circuit, from Rajasthan State Data Centre (RSDC), Jaipur to UIDAI Data Centre at Noida and to UIDAI Data Centre at Bangalore, for a period of 2 years, with specifications as mentioned in Annexure-2.

For successful implementation of the project, the SP, from the date of work order, shall designate one of his senior employees as Project Manager who will be the Single Point of Contact (SPOC) for DoIT&C throughout this project. SP shall provide the contact numbers, e-mail id and other relevant details of the SPOC to DoIT&C. The SPOC need not be based at DoIT&C and should be available on call/ need basis.

The detailed Scope of Work includes the following activities to be performed by the SP-

- 1) Pre-implementation: Site Survey
- 2) Implementation: Establishment of Network connectivity
- 3) Testing & Commissioning
- 4) Post-Implementation: Network Management & Maintenance

1) Pre-Implementation: Site Survey

- a) SP shall perform Site-survey of all the project locations followed by the preparation & submission of site survey reports (location-wise) to DoIT&C. The report shall include the details of the equipment to be installed by the SP for the establishment of the Point-to-point Leased Circuit with requisite bandwidth.
- b) SP shall co-ordinate with the UIDAI nodal officer of the respective CIDR location for terminating the connectivity, installation/configuration of devices at CIDR and to the CIDR network. The requisite space and power for installing the equipment at RSDC, Jaipur shall be provided by DoIT&C.
- c) SP, in consultation with the nodal officer of the respective CIDR location, shall ensure the availability of adequate space and power points with proper electric earthing at each designated project location before initiating the deployment of the requisite equipment.

2) Implementation: Establishment of Network Connectivity

- a) SP shall establish a Point to Point Network Connectivity based on secure and manageable Ethernet Leased Circuit with requisite bandwidth from the Source Location (RSDC) to the designated locations (as per Annexure-2).

- b) At each termination end, the SP shall deploy, install and configure a router (with optical output), and any other equipment(s) as required, in compliance to the guidelines/ recommendations of UIDAI (refer Annexure-1).
- c) The SP needs to configure static routing on the router at source location as well as at designated locations.
- d) The partner LAN and WAN subnets will be provided by UIDAI. If DoIT&C is already using the LAN IP Subnet that UIDAI has provided then the SP has to perform NAT on the router at Source Location.
- e) During installation/ uninstal of any equipment, SP shall not cause any damage to Government/ UIDAI buildings/ premises/ property. However, if any damage occurs, the SP shall restore it to the original state at his own cost upto the satisfaction of the GoR and UIDAI. SP shall also plug conduits and entrance holes where the cabling has been installed with suitable sealing material. All the cables shall be laid with proper casing by the SP.
- f) During the implementation period, SP shall provide, on a fortnightly basis, the implementation progress report to DoIT&C/ designated agency.
- g) SP shall perform the work in a conscientious manner as per the best industry practices and in compliance to the applicable regulatory norms and guidelines of UIDAI. Approvals required, if any, shall be obtained by the SP at his own cost.

3) Testing & Commissioning

- a) After successful establishment of leased links at the designated locations, SP shall inform DoIT&C/ designated agency about the same and submit a request for Acceptance Testing (AT) of each leased link by DoIT&C/ designated agency. The request should be accompanied with the detailed network design & IP Schema.
- b) SP shall assist DoIT&C/ designated agency during AT and shall provide to DoIT&C/ designated agency, training and access to the SP's web-based NMS for the entire project period for monitoring the real-time network statistics of all the established leased links.
- c) AT of each leased link shall include the following tests: -
 - i. Performance Test
 - a. Latency (Round-trip): The average round trip delay for 1000 diagnostic packets of 100 bytes each to transit from RSDC Core/ Building Switch at source location to each designated location should be less than 100 milliseconds.
 - b. Packet Loss: 1000 diagnostic packets of 100 bytes each to transit from RSDC Core/ Building Switch at source location to each designated location over a period of time with a packet loss/ drop of <1% on each link. Three such

consecutive tests shall be performed with a time interval of 5 min each to verify the packet loss/ drop % in each link.

- ii. Load Test: A file transfer test from source location to each designated location using FTP would be done to verify the effective bandwidth/ throughput.
- d) Leased link(s), if any, not passing the AT, shall be rectified by the SP in a timely manner with a request for re-test by DoIT&C/ designated agency. If any Leased link fails the AT repeatedly, it may be got removed by DoIT&C, without any claim for payment to SP. The clause related to “Liquidated Damages (LD)” shall be applicable in such a case for the respective location.
- e) Only on successful AT by DoIT&C/ designated agency of all the desired leased links, the event shall be marked as the “Date of Commissioning” of the project. However, in case of delay/ non-completion of work by SP at any designated location(s) due to reasons not attributable to the SP, DoIT&C may, at its own discretion, treat the last day of the successful AT of the commissioned leased links (excluding the delayed and non-feasible leased link(s)) as the “Date of Commissioning” of the project. For locations, which are commissioned after the “Date of Commissioning” of the project, the “Date of Commissioning” of the link for such locations shall be the date of AT of the link by the DoIT&C/ designated agency.

4) Post-Implementation: Network Management & Maintenance

Post-implementation i.e. from the “Date of Commissioning” of the project, the Network Management & Maintenance period of 2(two) years shall commence. During this period, the SP: -

- a) Shall designate, from the day one, an offshore support person/ team at each location (source location and two destination locations), equipped with all the required tools/ resources, for handling day-to-day issues/ problems/ monitoring of the links and to coordinate with the nodal officers of designated locations. The SP’s support persons shall remain readily available to the designated locations when required, during government office hours in all days except Sunday. However, if required, DoIT&C may ask the SP’s support person/ team to be available on holidays/ beyond office hours. SP shall be required to immediately provide a replacement support person, in case the deputed person is on leave due to any reasons;
- b) Shall proactively monitor and maintain all the commissioned leased links for desired up-time and performance as per agreed SLA; and
- c) In the event of a link failure, it is SP’s responsibility to route the traffic using alternate lines. SP need to check the link status/health and reroute the requests using alternate

links. It is SP's responsibility to route the traffic to the Data Centre which is geographically nearer.

- d) In the event of any leased link failure/ fault, the SP's NMS shall automatically detect the same and raise a ticket with a copy of same through email to designated officer(s) of respective remote office and DoIT&C/ designated agency and make his best efforts to perform timely fault management of respective leased link(s). After resolution of the problem, the ticket shall be closed with the written intimation (email) of same to the all the designated officer(s). This should include the problem information and the resolution mechanism/ steps taken by SP to restore the respective leased link.
- e) Shall proactively do all changes, whatsoever, required in the network connectivity or as required in event of any change in policy/ guidelines/ or norms of UIDAI, in desired time frame, during the contract period, at no extra cost to the purchaser.

B. Roles & Responsibilities of Stakeholders (DoIT&C)

- a) Identifying & appointing Nodal Officer who shall co-ordinate with Nodal Officer at UIDAI Data Centres and SP for the timely establishment of leased link(s).
- b) During the implementation period: -
 - i. providing the requisite space & power to the SP in RSDC at source location and allowing him for installation of equipment & related accessories including civil/ electric work, cabling/ casing etc. for the commissioning of the leased link.
 - ii. Providing a Ethernet interface on the Core/ Building Switch at source location to the SP for connecting the SP's CPE.
- c) During Testing & Commissioning period, performing AT with SP's assistance leading to the commissioning of the leased link(s).
- d) During the O&M period: -
 - i. Ensuring the regular power supply to all the SP's equipment at RSDC for maximum uptime/ accessibility of the established leased link(s).
 - ii. Timely reporting problems/ fault/ issues in leased link(s), if any, to SP's SPOC and allowing SP's technical support person to access the installation sites to diagnose & resolve the problem.
 - iii. Monitoring the SLA and making payments to the SP accordingly.

C. Project Deliverables, Milestones & Time Schedule

The milestones, deliverables and time schedule for the implementation of the project would be as follows:-

- a) The time specified for delivery and other activities as mentioned in the table below shall be deemed to be the essence of the contract and the SP shall arrange supplies and provide the required services within the specified period.
- b) It should be noted that any extension/ delay in the delivery period shall attract Liquidated Damages (LD) to the SP as per the details mentioned in subsequent sections of this bidding document.
- c) The overall project implementation/ operations & maintenance activities, at all the designated project locations, are broadly classified/ divided into 3 Phases.
- d) "T" is the event marking DoIT&C issuing the work order to the selected bidder (SP).

S. No.	Milestone/ Phase	Scope of Work	Deliverables	Time Frame
1.	Phase-1: Pre-Implementation	<ul style="list-style-type: none"> • Agreement Signing • Performance Security Deposit (PSD) 	<ul style="list-style-type: none"> ✓ Service Level Agreement (SLA) + Performance Security Deposit (PSD) 	T+15 days
2.	Phase-2: Implementation Testing & Commissioning	<ul style="list-style-type: none"> • Kick-off meeting • Site Survey (as per Clause A-1 of SoW) • Implementation (as per Clause No. A-2 of SoW) • Testing & Commissioning (as per Clause No. A-3 of SoW) 	<ul style="list-style-type: none"> ✓ Detailed Project Plan (proposed network design) ✓ Site Survey Reports/ Site-readiness Reports (location-wise) ✓ Fortnightly progress report and establishment of Leased Link between RSDC with the given locations ✓ AT Report of each leased link, SP's NMS access, and Final network design and IP Schema Report 	T + 45 days
3.	Phase-3: O&M Phase	<ul style="list-style-type: none"> • Operations & Maintenance (as per clause No. A-5 of SoW) 	<ul style="list-style-type: none"> Monthly & Quarterly Leased Link-wise performance report, SLA attainment Reports or any other information/ report desired by DoIT&C 	2 Years from the "Date of Commissioning" of the project

- e) The formats for all the reports shall be prepared by the SP and submitted to DoIT&C for approval. The reports submitted by the SP should strictly be in the approved format. The formats are subject to revision as per change in requirements with time.

5. **INSTRUCTION TO BIDDERS (ITB)**

1) **Sale of Bidding/ Tender Documents**

- a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and eProcurement 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.

2) **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, only those having submitted the prescribed bidding document fee, 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
 - b. Response to clarifications by procuring entity: 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.

3) **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.

4) **Period of Validity of Bids**

- a) Bids submitted by the bidders shall remain valid for 120 days from the date of bid submission. A Bid valid for a shorter period may 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.

5) **Format and Signing of Bids**

- a) Bidders must submit their bids online at eProcurement portal i.e. <http://eproc.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.

- c) A Single stage: Two part/ cover system shall be followed for the Bid: -
- Technical Bid, including fee details, eligibility & technical documents
 - Financial Bid
- d) The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Cost (Tender cost)	Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)
3.	Bid Security (EMD)	Instrument/ Proof of submission (PDF)
Eligibility Documents		
4.	Bidder's Authorisation Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-4 (PDF)
5.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF)
Technical Documents		
6.	Self-Declaration by Bidders	As per Annexure-5 (PDF)
7.	Certificate of Conformity/ No Deviation	As per Annexure-6 (PDF)
8.	Proposed Technical Solution with Network Diagram (location-wise details)	PDF

- 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-7(PDF)
2.	Financial Bid - Format	As per BoQ (.XLS) format available on eProcurement 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.

6) Cost & Language of Bidding

- a) 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.

- b) 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.

7) Alternative/ Multiple Bids

Alternative/ MultipleBids shall not be considered at all.

8) 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 of a scheduled bank or deposited through eGRAS. The bid security must remain valid thirty 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:-
- when the bidder withdraws or modifies its bid after opening of bids;
 - 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.

9) Deadline for the submission of Bids

- a) Bids shall be received online at eProcurement 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.

10) **Withdrawal, Substitution, and Modification of Bids**

- a) If permitted on eProcurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at eProcurement website under the section "Bidder's Manual Kit".
- b) Bids withdrawn shall not be opened and processes further.

11) **Opening of Bids**

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIBin 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 eProcurement website (only for the bidders who have submitted the prescribed fee(s) to DoIT&C).
- 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 Bidcover 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.

12) Selection Method:

The selection method is Least Cost Based Selection (LCBS or L1).

13) 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.

14) 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.

c) Technical Evaluation Criteria

Bids shall be technically evaluated based on the compliance of the documents submitted in the technical bid.

d) Tabulation of Technical Bids

- a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
- b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.

- e) The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.

- f) The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

15) 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) The financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
- b) the process of opening of the financial Bids shall be similar to that of technical Bids.
- c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) conditional Bids are liable to be rejected;
- e) 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;
- f) the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order.
- g) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- i) 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.

16) 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.

17) 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.

18) 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.

19) 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.

20) 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.

21) 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.

22) **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, 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 whose Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

23) 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.

24) 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.

25) Right to vary quantity

- a) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased, but such increase shall not exceed 20% of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- b) 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.
- c) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. 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 20% of the value of original contract in case of works; and
 - b. 25% of the value of goods or services of the original contract.

26) 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/work 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 through 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.

27) 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 15 days from the date on which the letter of acceptance or letter of intent or work order is despatched to the successful bidder.
- c) If the bidder, whose 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, in accordance with the criteria and procedures set out in the bidding document.
- 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.

28) 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.

29) 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 whose 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.

30) 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.

31) 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.

32) 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 subsection within the period specified in (c) 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 (c) 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-10 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.

33) 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.

34) 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.

35) 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.

36) 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.

37) 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 submitting 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**

No joint venture, consortium or association is allowed.

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, if any, 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, if any, 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, if any, 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) A notice, document or order shall be deemed to be served on any individual by -
 - a. delivering it to the person personally; or
 - b. leaving it at, or sending it by post to, the address of the place of residence or business of the person last known;
 - c. on a body corporate by leaving it at, or sending it by post to, the registered office of the body corporate.

- b) When the procedure laid down in (a) above is followed, service shall be deemed to be effected by properly addressing, preparing and posting the document, notice or order, as the case may be.

7) **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.

8) **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/services as per specifications within the specified delivery/ completion period at designated locations as 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.

9) **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.

10) **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.

11) **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.

12) **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.

13) **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.

14) 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.

15) 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.

16) 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.

17) **Payments**

- a) Advance Payment will not be made.
- b) Payment for the delivery of the stores/services 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, 10% to 25% of the amount shall be withheld and will be paid on settlement of the dispute.
- d) Payment in case of those goods/services which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

18) **Liquidated Damages (LD)**

- a) In case of extension/ delay in the delivery/ commissioning period with liquidated damages, the recovery shall be made on the basis of following percentages of total value of work corresponding to the particular leased link over the ordered period, which the bidder has failed to establish as per SoW:-
 - 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.

- 19) 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.

20) **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.

21) 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.

22) **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.

23) **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 it's 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.

24) 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 place of installation; and
 - iii. 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.

25) 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.

26) Exit Management

a) Preamble

- i. The word 'parties' include the procuring entity and the selected bidder.
- ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.
- iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

b) Confidential Information, Security and Data

The selected bidder will promptly on the commencement of the exit management period supply to DoIT&C or its nominated agencies the following:

- i. Project related data and confidential information;

- ii. All current and updated data as is reasonably required for purposes of DoIT&C or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by DoIT&C or its nominated agencies; and
 - iii. Before the expiry of the exit management period, the selected bidder shall deliver to DoIT&C or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.
- c) General Obligations of the selected bidder
- i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to DoIT&C or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.
 - ii. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.
- d) Exit Management Plan
- i. The selected bidder shall provide DoIT&C or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
 - ii. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
 - iii. Plans for the communication with such of the selected bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on DoIT&C operations as a result of undertaking the transfer; and
 - iv. If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to DoIT&C or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.
 - v. Each Exit Management Plan shall be presented by the selected bidder to and approved by DoIT&C or its nominated agencies.
 - vi. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.

- vii. During the exit management period, the selected bidder shall use its best efforts to deliver the services.
- viii. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
- ix. It would be the responsibility of the selected bidder to support new operator , if any, during the transition period.

7. **SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT**

1) **Payment Terms and Schedule**

- a) **Payment schedule:** - Payments to the SP, after successful completion of the specified project deliverables & related services as per SoW, would be made on quarterly basis i.e. quarterly equated installments as per the agreed rates over a period of two years (8 quarters) from the “Date of Commissioning” of the project on receipt of following deliverables: -

Event	Deliverable
Completion of 1 st Quarter after “Date of Commissioning” of the project	<ul style="list-style-type: none"> ✓ Periodic progress report and establishment of Leased Link between RSDC and given locations ✓ AT Report of each leased link, SP’s NMS access, and Final network design and IP Schema Report ✓ Monthly & Quarterly Leased Link-wise performance report, SLA attainment Reports or any other information/ report desired by DoIT&C
Completion of subsequent Quarters	<ul style="list-style-type: none"> ✓ Monthly & Quarterly Leased Link-wise performance report, SLA attainment Reports or any other information/ report desired by DoIT&C

- b) For any period less than a quarter for any link, the payment for that link will be made on pro-rata basis for the respective quarter.
- c) Any liquidated damages/ penalties, as applicable, for delay and/ or non-performance, as mentioned in this bidding document, will be deducted from the due payments for the respective quarter.
- d) Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.
- e) 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/services 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.
- f) 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, and the purchaser has accepted it. No interest shall be paid on due payments during this period.
- g) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- h) All remittance charges will be borne by the supplier/ selected bidder.
- i) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- j) Payment in case of those goods/services which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

2) Service Level Standards/ Requirements/ Agreement

a) SLA Duration

Timings	24x7
Prime Hours	8:00 AM to 7:00 PM
Non-Prime Hours:	7:00 PM to 8:00 AM

b) SLA Matrix

The SP shall provide services as per SLA matrix given below, which defines maximum rectification time for resolving the problem.

For Prime Hours (8AM to 7PM)	Max. Rectification Time for each Leased Link: 3 Hours
For Non-Prime Hours (7PM to 8AM)	Max. Rectification Time for each Leased Link: Upto 3 hours from the start of next prime hour

c) Service Level Requirements for each Leased Link

- i. Uptime Requirements/ Leased Link: SP is required to provide a minimum overall uptime of 99.5% for each established leased link. The uptime shall be calculated on quarterly basis during the entire project period by DoIT&C/ designated agency using EMS/ NMS tool.
- ii. Planned Down Time: For any major upgradation, etc., DoIT&C, at its sole discretion, may allow the SP a planned downtime, which would not be added to the SLA downtime.

d) Downtime calculation for each Leased Link

- i. SLA Downtime would start from the date and time of reporting of problem to SP's SPOC/ Helpdesk or as automatically identified by DoIT&C or SP's NMS whichever is earlier.
- ii. In case an equipment/ service remains non-functional for more than Max. Rectification Time allowed in SLA Matrix, every one minute of downtime shall be treated as two minutes of downtime.

e) Penalty for non-achievement of Service Level Requirements

S.No.	Quarterly Uptime of each leased link	Penalty (on quarterly payable payment for respective leased link)
1.	>=99.50%	Nil
2.	>=99% to < 99.50%	10%
3.	>=98% to < 99%	20%
4.	>=97% to < 98%	40%
5.	>=96% to < 97%	60%
6.	>=95% to < 96%	80%
7.	>=90% to < 95%	100% (No Payment)
8.	>=80% to < 90%	110%
9.	<80%	125%

Note: Any fault/ failure in the link between the SP and Central Site (RSDC) shall be treated as fault/ failure of all the respective remote site links.

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 or service to be provided under the Agreement are to be specifically developed and rendered for DoIT&C.
 - ✓ Schedule for Installation Acceptance.
 - ✓ The place of delivery and/or the services to be provided by the SP.
- c) 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 SP 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.
- d) 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, SP'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 SP for adjustment under this must be asserted within 30 (thirty) days from the date of receiving the change order which shall not be unreasonably withheld or delayed.

4) Removal of existing locations/ sites/ leased links

- a) DoIT&C, anytime during the project period, may ask the SP to remove an existing leased link(s) by giving a one month advance notice to the SP.
- b) The payment to the SP for such removed leased link(s) shall be made on pro-rata basis upto the notified termination date or actual date of removal of the connectivity whichever is earlier.
- c) While removing any leased link(s), SP shall not cause any damage to Government buildings/premises/ property and will perform proper restoration of the site at his own cost.

5) Recovery from SP for damage to the Government building/ premises/ property during installation/ removal/ O&M of any leased link

In case, while installing/ removing/ operating/ maintain any established leased link and/ or equipment, the SP fails to restore the damage caused in a timely manner then DoIT&C may choose to get the repair/ restoration work done on its own and shall recover the same from the SP's payment due payments/ security deposit.

ANNEXURE-1: Aadhaar Authentication Framework and ASA Operating Model

AADHAAR AUTHENTICATION

The Govt. of India has formulated Unique Identification Authority of India (UIDAI) for providing a Unique Identity (Aadhaar) to all residents of India. With the Aadhaar enrolment already taking place at many locations across the country, the downstream services and applications of the Unique Identification (Aadhaar) number shall need to be formulated and operationalized. The UIDAI proposes to provide online authentication using demographic and biometric data. The UID (Aadhaar) Number, which uniquely identifies a resident, will give individuals the means to clearly establish their identity to public and private agencies across the country. The purpose of Authentication is to enable Aadhaar-holders to prove identity and for service providers to confirm the resident's identity claim in order to supply services and give access to benefits.

Aadhaar authentication is the process wherein Aadhaar number, along with other attributes (including biometrics) is submitted to the Central Identities Data Repository 'CIDR' for its verification and such repository verifies the correctness thereof on the basis of information or data available with it. Aadhaar authentication service only responds with a "yes/no" and no Personal Identity Information (PII) is returned as part of the response. The purpose of Authentication is to enable residents to prove identity and for service providers to confirm that the resident is 'who they claim to be' in order to supply services and give access to benefits.

The UIDAI will provide online authentication using demographic and biometric data. The Unique Identification (Aadhaar) Number, which uniquely identifies residents, will give individuals the means to clearly establish their identity to public and private agencies across the country.

The 'Aadhaar Authentication Framework' of UIDAI details the Authentication types offered by UIDAI. Aadhaar authentication provides several ways in which a resident can authenticate themselves using the system. At a high level, authentication can be 'Demographic Matching and/or 'Biometric/ OTP Matching. But, in all forms of authentication the Aadhaar Number needs to be submitted so that this operation is reduced to a 1:1 match. Authentication shall enable residents to prove their identity based on the demographic and/ or biometric information captured during enrolment, thus making the process of identification convenient and accurate.

Through Aadhaar Authentication, more residents shall be able to prove their identity and thereby become eligible to benefit from Government schemes and subsidies. Aadhaar Authentication shall help AUAs in delivering services to eligible beneficiaries based on establishing their identity, thus improving efficiency and transparency in service delivery to the common man. Aadhaar is a permanent and non-revocable identity as opposed to currently existing identity systems which are based on local, revocable credentials. Hence, AUAs are encouraged to use Aadhaar Authentication in conjunction with the AUA's existing authentication process so as to strengthen their authentication process. Aadhaar Authentication should be perceived as a mechanism to strengthen the current authentication process followed by AUAs to authenticate residents/ beneficiaries and enhance the level of identity authentication assurance while providing convenience to the resident.

Authentication Ecosystem

Authentication Service will require involvement of various ecosystem members. Various members who are expected to play role in Aadhaar authentication ecosystem include:

- Aadhaar Holders/ Residents - Residents who have already been issued Aadhaar number.
- Terminals/ Merchants - Terminals are devices deployed by AUAs to provide services to residents. These devices will host applications of the AUA and initiate resident's authentication requests. Merchants are the outlets that provide the services at grass-root level & maintain the terminals
- Authentication User Agencies (AUAs) - An organization or an entity using Aadhaar authentication as part of its service delivery Cycle
- **Authentication Service Agencies (ASAs)** - An entity that transmits authentication requests to the MSP on behalf of self or one or more AUAs
- Management Services Provider (MSP) - An organization appointed by UIDAI that manages UIDAI's CIDR
- Authentication Service Providers (AuSP) - Entities proposed to be created that will provide CIDR based authentication services to various authentication user agencies
- UIDAI's CIDR - A centralized database in or more locations containing all Aadhaar numbers issued along with the corresponding demographic and biometric information
- Network/ Connectivity Provider - Entities that would provide required connectivity between other members of authentication ecosystem - between merchant and AUA, between AUA and AuSP/MSP, between AuSP/ MSP and CIDR

Device Suppliers - Organizations that would manufacture, supply and maintain devices required for carrying out authentication

Authentication Service Agency (ASA)

ASA is any entity that transmits authentication requests to the CIDR on behalf of one or more AUAs. They play the role of enabling intermediaries. They have an established secure connection with the CIDR and convey AUAs' authentication requests to the CIDR. ASAs receive CIDR's response and transmit the same back to the AUA.

ASAs are entities that have established secure leased line connectivity with the CIDR compliant with UIDAI's standards and specifications. ASAs offer their UIDAI-compliant network connectivity as a service to Authentication User Agencies and transmit AUAs' authentication requests to CIDR. Only entities contracted with UIDAI as ASAs shall send authentication requests to the CIDR; no other entity can directly communicate with CIDR. An ASA could serve several AUAs; and may also offer value added services such as multi-party authentication, authorization and MIS reports to AUAs.

The agency, willing to register as ASA, should give an undertaking and demonstrate the capability of design, configure, implement and maintain the infrastructure and systems required for an ASA as per UIDAI's specifications and certify that necessary human resources with requisite skills are in place to perform the functions required as an ASA.

Key ASA Responsibilities

- Ensure compliance of authentication related operations (processes, technology, security, etc.) to UIDAI's standards and specifications.
- Log and maintain details of all authentication transactions.
- Get its operations and systems related to Aadhaar Authentication audited as per UIDAI's specifications.
- Perform basic checks on the authentication input and forward it to CIDR
- Transmit the result of the authentication transaction received from CIDR to the AUA that has placed the request
- Inform UIDAI of the engagement/ disengagement of AUAs that it serves
- Inform UIDAI of any misuse of Aadhaar data, authentication services, or any compromise of Aadhaar related data or systems.

Mandatory Security Requirements

- ASA can connect to the CIDR only through a leased line.
- The meta data and the responses should be logged for audit purposes.
- Encrypted PID block and license keys that came as part of authentication packet should never be stored anywhere in its system.
- Network between AUA and ASA should be secure.

ASA OPERATING MODEL

ASA Server Architecture

ASAs can offer AUAs multiple protocols and options for connecting their solution to Aadhaar system and in addition provide reporting and other value added services. If ASA is a telecom provider, then a full connectivity solution could be provided to an AUA for end to end Aadhaar authentication.

At a basic level, ASA service is- that of forwarding API calls from AUAs to CIDR through a secure connection. ASA server should be built like a middleware or enterprise service bus that allows secure incoming connections from AUAs to be verified, audited, and then invoking API URLs exposed by Aadhaar servers through HTTPS and then sending the response back to AUAs. A complete ASA server could be thought of as a middleware (or Enterprise Service Bus – ESB) providing multiple protocol support, multiple data format support, with built-in format translation and other capabilities such as auditing and reporting.

ASA server could be as simple as an HTTP proxy, where as a more advanced ASA server could allow multiple incoming protocols from AUAs there by providing more options to AUAs. For example, in addition to HTTPS as a synchronous protocol, ASA server could allow AUAs to use asynchronous schemes using a messaging interface.

Following diagram depicts a high level architecture of an ASA server:



At a high level the flow of API request and response is as follows (point number below corresponds to number within the circle above):

1. One or many AUAs should be supported. ASAs may sign up one or many AUAs to connect through them.
 - AUAs also may choose to work with one or more ASAs to ensure reliable connectivity.
 - It is expected that having multiple ASAs in the system will ensure healthy competition and automatic price leveling for ASA services.
2. Network between AUAs and ASA.
 - This could be any kind of network depending on the needs of AUAs.
 - UIDAI suggests that this be a private leased line to have better control of availability, bandwidth, reliability, and security.
 - UIDAI mandates that communication between AUAs and ASAs for sending Aadhaar API requests and responses be secure.
 - Choice of specific protocol and security standards depends on the domain and application AUAs and ASAs are using.
 - Based on the application needs of AUA, API requests could be sent using a synchronous protocol (such as HTTPS) or an asynchronous protocol (such as a message queue).
 - For AUAs who are new and starting afresh, UIDAI suggests using HTTPS over a leased line to communicate between AUA and ASA.
3. ASA server depicted in the light blue box with dotted line border.
 - This should be built to support a “horizontally” scalable deployment on one or many servers so that as the transaction volumes increase, additional servers can be added to handle the load.
 - At a high level, ASA server could be thought of as a simple middleware or a light-weight Enterprise Service Bus – ESB.
 - A generic ASA server should provide multiple protocol support (providing AUAs a choice of protocols).
 - It should also provide data validation, auditing, and basic transaction reporting capabilities.
 - For example, using an open source light-weight ESBs such as Mule or Service Mix from Apache, an ASA server could be built in no time.

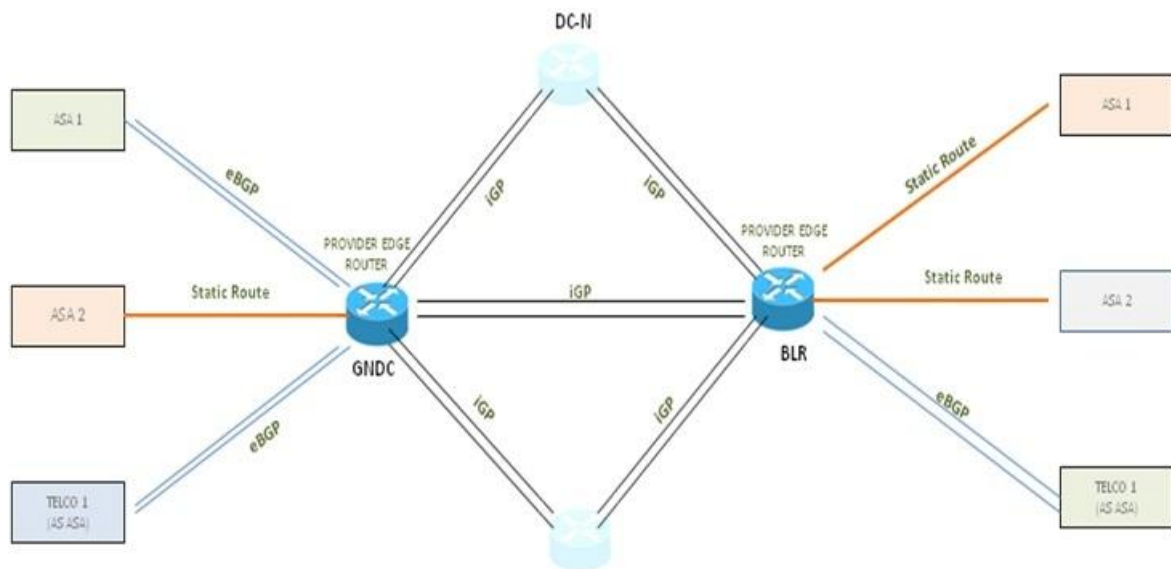
Components 4, 5, and 6 are parts of ASA server and are described below:

4. If ASAs wishes to offer multiple choices in terms of how AUAs actually communicate with ASA server, it is suggested that, a well-designed layer handling various protocols be built.
 - A pluggable set of protocol handlers could provide standard protocols such as HTTPS, JMS, etc. to be used for incoming communication from AUA servers.
 - In most cases, AUAs form the final API input XML and digitally sign them before sending it to ASA so that ASA server can forward that request to Aadhaar servers.
 - In some cases, where ASA is a domain aggregator and offering value added services such as input XML creation, digital signature etc. to AUAs, a choice of data formats (XML, binary formats such as ISO-8583 in the case of financial transactions, JSON, csv, etc.) also could be offered to AUAs using a format translation scheme.
 - In the above scenario, ASA is expected to digitally sign the API input XML on behalf of AUAs.
5. Once the data is received in the ASA server, servers needs to do the following:
 - Validate the input data to ensure compliance to Aadhaar data definitions as well as to eliminate issues such as SQL-injection etc.
 - Once it is validated, it needs to be formatted to an XML format complying with Aadhaar API specifications.
 - After the API input XML is formed, it needs to be forwarded using HTTPS to Aadhaar servers hosted in CIDR (Central Identities Repository) as per API specification (see point#6 below).
 - Once response is received from Aadhaar servers, transaction needs to be audited into an audit database.
 - Then the response XML needs to be formatted back to AUA specific format and sent back to AUA using an appropriate protocol adapter.
6. Protocol for communication between ASA server and Aadhaar servers at CIDR is always HTTPS.
 - All Aadhaar APIs are exposed as a service over HTTPS.
 - Data format for all Aadhaar APIs is XML.
 - In most cases, ASAs need to simply forward the digitally signed API input XML to Aadhaar servers through HTTPS.
7. Network between ASA and UIDAI data centers is always through a leased line.
 - As per UIDAI security policy, Aadhaar authentication and related service is ONLY offered to ASA via a secure leased line.
 - ASAs are expected to provision the link to one or more of the UIDAI data centers.
 - Currently UIDAI has two data centers – one in Bangalore and one in Greater Noida.
 - Although ASAs can choose to provision leased line connectivity to one of the data centers, ASAs are expected provision dual redundant links to both data centers to ensure high availability and reliability of Aadhaar services for their AUAs.
 - While leased line is provisioned, it is expected that ASAs deploy standard network equipments needed to ensure connectivity as well as network protection systems such as firewalls, NIPS/NIDS, and anti-virus/anti-malware systems, etc.

- It is necessary that at least 1 pair of enterprise class routers (they will be in active-standby mode to eliminate single point of failure) needs to be provisioned by ASAs while terminating leased line at CIDR.
 - While connecting via HTTPS, ASAs need to resolve the service URL via the DNS servers provisioned by UIDAI for this purposes. ASAs need to add UIDAI DNS servers to the list on their side so that URL can be resolved.
 - While connecting, it is mandated that ASAs use host name of the Aadhaar servers instead of IP addresses so as to avoid any service disruption due to UIDAI internal network changes.
8. CIDR represents one or many UIDAI data centers where Authentication and related online services are made available.
- Aadhaar authentication related services are available in active-active mode (meaning request can be routed to any data center) across both data centers.
 - UIDAI services are load balanced and routed internally without the knowledge of ASA to ensure maximum service availability.

Connectivity Architecture

Currently UIDAI is having two data centers (Bangalore and Greater Noida) from where authentication infrastructure is running. ASAs can opt for connecting either to Bangalore or to Noida or to both the data centers. Following WAS diagram shows ASA to CIDR network topology at a high level.



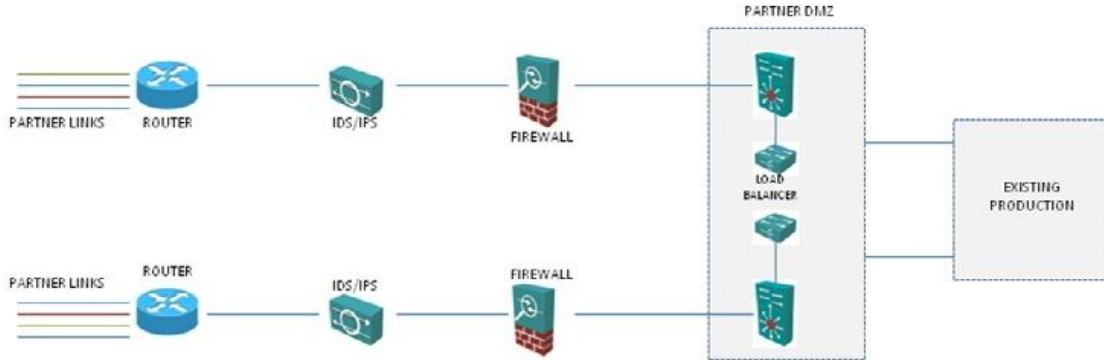
The following will be the requirements to be fulfilled for an ASA to be connected to any of the UIDAI DC's with single link:

1. A single router will be deployed at the partner and UIDAI site.
2. One point to point link will be used for interconnecting these routers.
3. The hand-off which the partner needs to provide at UIDAI side can be on copper (if link is less than 1Gbps) but termination end at UIDAI DC should be an optical.
4. Static routing will be configured on the partner router as well as UIDAI router.

5. The partner LAN and WAN subnets will be provided by UIDAI.
6. If the Partner is already using the LAN IP Subnet that UIDAI has provided than the partner has to perform NAT on their router.
7. Such ASAs will be named and treated as Class B ASA as they are on single link and static routes till UIDAI end.

Partner DMZ at CIDR

The following will be the high level architecture for the partner DMZ infrastructure at UIDAI end at Bangalore and Noida DC.



Traffic from the various ASA's will hit the partner DMZ load balancer after passing through various security mechanisms like IDS/IPS and firewall. The only request/traffic type allowed from ASA to the partner DMZ will be HTTPS.

Once the contract between ASA and UIDAI is signed, even before commissioning the link, ASA will be provided with external portal access where ASA will be provided with the following details for on-boarding and provisioning:

1. Private AS number to use.
2. UIDAI side router peering IP addresses.
3. UIDAI side public AS number.
4. BGP peering password (if any).
5. Details on partner LAN/WAN subnets.
6. DNS details to which AUTH HTTPS requests needs to be pointed to.
7. Authentication testing procedure.

Apart from that ASAs should upload the following details into the portal for provisioning:

1. Static IP addresses from which AUTH HTTPS requests will be made.
2. Test reports for authentication process.
3. Primary contact details of the technical team.

Based on the success of authentication tests the respective ASAs will be permanently provisioned and on-boarded.

Load balancing between data centres

Once the request is received by UIDAI from an ASA in any of its DCs, UIDAI will ensure that all traffic is automatically routed internally based on high-availability setup across the DCs.

But, in the event of a link failure, it is ASA's responsibility to route the traffic using alternate lines. ASAs need to check the link status/health and reroute the requests using alternate links. It is also ASA's responsibility to route the traffic from AUAs to the data centre which is geographically nearer.

DNS related information

ASAs should use UIDAI's ASA DNS servers to resolve ASA related FQDN's. DNS servers will be placed in both the data centers. ASAs by default should connect to the nearest UIDAI DC and traffic will be automatically redirected to the other DCs which will be UIDAI's responsibility. UIDAI will not be able to do any rerouting of traffic in case of any physical link failure between ASA and DC. ASAs are expected to detect these and re-route traffic if alternate links are provisioned.

DNS related information and fully qualified internal URL for authentication related services will be shared with approved ASAs.

Other References

The following standards are applicable and related to the information in this document:

- [*Aadhaar Authentication Service Handbook*](#)
- [*Aadhaar Authentication Service Agency*](#)
- [*Authentication Operating Model, Policies, Templates, etc for ASAs*](#)
- [*Border Gateway Protocol \(BGP\)*](#)
- [*Autonomous System \(AS\)*](#)
- [*Border Gateway Protocol 4 Specifications*](#)
- [*Domain Name System \(DNS\)*](#)
- [*Network Firewall*](#)
- [*Intrusion Detection Systems \(NIDS, HIDS\)*](#)
- [*Enterprise Middleware*](#)
- [*Enterprise Service Bus \(ESB\)*](#)
- [*Mule - an open source ESB*](#)
- [*Apache ServiceMix - an open source ESB*](#)

ANNEXURE-2: BILL OF MATERIAL (BoM)

SN	Link	Source Location (S)	Destination Location	Bandwidth Required
1	L1	Rajasthan State Data Centre, YojanaBhawan, TilakMarg, C-Scheme, Jaipur, Rajasthan	(D1) UIDAI Data Centre, Plot No. 2,3,4. Knowledge Park - 4, Gautam Budh Nagar, Greater Noida – 201306 Uttar Pradesh	2 Mbps Point to Point Network Connectivity based on secure and manageable Ethernet Leased Circuit
2	L2	Rajasthan State Data Centre, YojanaBhawan, TilakMarg, C-Scheme, Jaipur, Rajasthan	(D2) UIDAI Data Center, Level 1, Block-B, Salarpuria Touchstone, Opposite New Horizon Engg College, Marthahalli-Sarjapura Outer Ring Road, Bangalore -560087 Karnataka	2 Mbps Point to Point Network Connectivity based on secure and manageable Ethernet Leased Circuit

ANNEXURE-3 PRE-BID QUERIES FORMAT

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,

{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 NIBreference 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: -

Authorised Signatory of the firm: -

Seal of the Organization: -

Date: _____

Place: _____

Verified Signature of the Signatory authorised to sign the bid:

ANNEXURE-5:SELF-DECLARATION

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,

{Procuring Entity},

CERTIFICATE

This is to certify that, the specifications of Hardware,Software,&bandwidth 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 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.

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: 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 as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications 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)

I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of 90 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.

I/ We hereby declare that 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.

We understand that you are not bound to accept the lowest or any bid you may receive.

We 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/ Commercial Bid Format

(to be filled-in by the bidder only in BOQ Format (.XLS) available at e-Proc website)

S.No.	Name of the Designated Locations to be connected from RSDC, Jaipur	Required Bandwidth	Qty (No. of Links)	Rate Per Link Per Year in INR <i>(Inclusive of all taxes, levies, and duties applicable but excluding Rajasthan VAT & Service Tax)</i>	Total Amount Per Link for 2 years in INR <i>(Inclusive of all taxes, levies, and duties applicable but excluding Rajasthan VAT & Service Tax)</i>
(A)	(B)	(C)	(D)	(E)	(F) = (D X E) X 2
1.	UIDAI Data Center, Greater Noida (D1)	2 Mbps	1		
2.	UIDAI Data Center, Bangalore (D2)	2 Mbps	1		
Total (in Figures): Rs.					
Total (in Words): Rupees					

*** Note:**

1. The bidder is required to include the cost of the CPE in the bandwidth cost itself. No extra payments shall be made by the purchaser for the equipments separately other than the bandwidth bid price as quoted by the bidder.

2. If UIDAI shifts any of its Data Center or there is a change of address of any of the Data Centers, within the same city during the contract period, the SP shall provide connectivity to the new address in the same city within the desired time frame at no extra cost to the purchaser.

ANNEXURE-8: BANK GUARANTEEFORMAT{to be submitted by the bidder's bank}

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,
The Secretary & Commissioner,
Department of Information Technology & Communications (DoIT&C),
IT Building, YojanaBhawan Campus, TilakMarg,
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&Cin 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&Cto 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&Cmay 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-9: 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 ITBuildingYojanaBhawan Campus, TilakMarg, 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 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 the 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 the Suppliers shall duly supply the said articles/services 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 the 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 the 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 the 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 the 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 is on account of hindrances beyond the control of the Supplier.
6. 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

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

ANNEXURE-10: 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