

Notice Inviting Bid

Name of Work:

Provisioning of Wi-Fi Hotspots, Interactive Information Kiosks, Surveillance Cameras, Environmental Sensors, Parking Information System and Remote Kiosks along with Facility Management Services at selected locations in Jaipur City

SINGLE STAGE TWO PART BID

JAIPUR DEVELOPMENT AUTHORITY

OFFICE OF EXECUTIVE ENGINEER (ELECT.-II)

ROOM NO. 26, MAIN BUILDING RAM KISHORE VYAS BHAVAN, INDIRA CIRCLE, JAWAHAR LAL NEHRU MARG, JAIPUR – 302 004

TELEPHONE & FAX : +91-141-2569696

E.MAIL : ee.electric@jaipurjda.org

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JAIPUR DEVELOPMENT AUTHORITY

Office of Executive Engineer (Elect.-II)

Room No. 26, Main Building Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004
Telephone: +91-141-2569696 e.mail : ee.electric@jaipurjda.org

No. JDA/Ex. Eng./Elect.-II/WiFi/2015-16/D-

Dated : _____

Bid Document for

Provisioning of Wi-Fi Hotspots, Interactive Information Kiosks, Surveillance Cameras, Environmental Sensors, Parking Information System and Remote Kiosks along with Facility Management Services

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JAIPUR DEVELOPMENT AUTHORITY

Office of Executive Engineer (Elect.-II)

Room No. 26, Main Building Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004
Telephone: +91-141-2569696 e.mail : ee.electric@jaipurjda.org

No. JDA/Ex. Eng./Elect.-II/WiFi/2015-16/D- 285

Dated : 01/09/2015

NOTICE INVITING BID

NIB No. : JDA/Ex. Eng. Elect.-II/18/2015-16

Online Bids are invited up-to 5:00 PM of **21.09.2015** for "Provisioning of Wi-Fi Hotspots, Interactive Information Kiosks, Surveillance Cameras, Environmental Sensors, Parking Information System and Remote Kiosks along with Facility Management Services". Details may be seen in the Bidding Document at our office or the website of State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jaipurjda.org.

To participate in the bid, bidder must be:

1. Registered on JDA website www.jaipurjda.org and Apply for the Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in and submit online e-Bid.

(SANJEEV SACHDEV)

Executive Engineer (Elect.-II)
Procuring Entity

DETAILED NIB

NIB No. : JDA/Ex. Eng. Elect.-II/18/2015-16

Name & Address of the Procuring Entity	Name: Executive Engineer (Elect.-II), Jaipur Development Authority Address: Room No. 26, Main Building, Second Floor, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004 (Rajasthan)		
Subject Matter of Procurement	Provisioning of Wi-Fi Hotspots, Interactive Information Kiosks, Surveillance Cameras, Environmental Sensor, Parking Information system and Remote Kiosks along with Facility Management Services at selected locations in Jaipur City		
Bid Procedure	Single Stage Two part open competitive eBid procedure at http://eproc.rajasthan.gov.in		
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS)-L1		
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	Websites: www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jaipurjda.org		
Website for online Bid application and payment *	Website: www.jaipurjda.org For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only. <ul style="list-style-type: none">○ Bidding document fee: Rs. 1000.00 Rupees (One Thousand only)○ RISL Processing Fee: Rs. 1000.00 (Rupees One Thousand only)○ Requisite Bid Security Deposit		
Estimated Procurement Cost	INR 6,00,00,000.00 (Rupees Six Crore Only)		
Bid Security Deposit	Amount (INR) : 2% of Estimated Procurement Cost, 0.5% of S.S.I. of Rajasthan, 0.5% for Bidder registered as contractor in JDA, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction		
Pre-Bid Meeting	<ul style="list-style-type: none">✓ On 11/09/2015 at 11:00 AM in "Manthan" Hall 2nd Floor, Main Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004 (Rajasthan)✓ Last date of submitting clarifications requests by the bidder 10/09/2015 by 04:00 PM addressed to the procurement entity at Room No. 26, Main Building, Second Floor, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004 (Rajasthan). Pre-bid Queries sent through email will not be entertained.✓ Response to clarifications by procuring entity : 14/09/2015 by 5.00 PM		
* Start Date for Applying Bid and making Online Payment on JDA portal	03/09/2015 at 6.00 PM onwards	Last Date for Applying Bid and making Online Payment on JDA Portal	21/09/2015 by 5:00 PM
Start Date of Bid Submission on e-Procurement Portal of GOR	03/09/2015 at 6.00 PM onwards	Last Date for Bid Submission on e-Procurement Portal of GOR	21/09/2015 by 5:00 PM
Technical Bid Opening	On 24/09/2015 at 4:00 PM In "Manthan" Hall 2 nd Floor, Main Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004 (Rajasthan)		
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders		
Bid Validity	90 days from the bid submission deadline		
* The amount is to be deposited online by bidder. In case the amount exceeds the online payment limit the payment may be made through RTGS/NEFT in ICICI BANK LTD Bank Account Number 675401700586 IFSC Code ICIC0006754. After successful payment, update the UTR/Instrument number on JDA Tender portal against the tender you want to participate. The amount deposited will be confirmed by JDA and will be updated online.			

Note:

1. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.
2. In case, any of the bidders fails to pay the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted.
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. JDA 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 eProc website for further details about the e-Tendering process.
6. Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoIT&C, GoR 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, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10. The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.

Process for Participation & Depositing Payment Online

JAIPUR DEVELOPMENT AUTHORITY, has decided to receive Bidding document fee, RISL Processing Fee and Bid Security Deposit (BSD) through online mode only for which the bidder has to get registered himself on JDA portal www.jaipurjda.org.

To participate in the bid, bidder has to be:

- a) Registered on JDA website www.jaipurjda.org (by depositing Rs. 500.00 online, the validity of which remains 3 (three) years).
For participating in the Bid, the Bidder has to apply for this Bid and pay the Bid Document Fee, RISL Processing Fee and Bid Security Deposit, online only.
- b) Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.
- c) The Bid Document Fee, RISL Processing Fee and Bid Security Deposit are in addition to the JDA registration fee.

Methods for depositing on line amount

- Online through Internet Banking, Debit Card or Credit Card.
- In case the amount exceeds the online payment limit, the payment may be made through RTGS / NEFT / Transfer in Bank Account Number **675401700586** IFSC Code **ICIC0006754** of ICICI BANK Limited, JDA Campus Jaipur.

In case of RTGS / NEFT / Transfer the bidder is required to deposit the requisite amount in the dedicated bank account number as mentioned above and has to get the UTR / Reference number from the bank. This number requires to be updated while applying the bid on JDA portal.

While participation in the bid, a receipt will be generated through the system showing the submission details as per Bid Participation Receipt (Sample Enclosed). The bidder is required to fill the instrument numbers for various heads on e-Procurement portal www.eproc.rajasthan.gov.in as mentioned in the receipt.

Sample of Bid Participation Receipt:

Jaipur Development Authority

Bid Participation Receipt

Date & Time : 09/06/2015 05:13 PM

Bid Detail	
Bid Id : 6215152001	Procurement Entity : XXXXXXXXXXXXX
Bid Title : Testing	
Bid Value : 300000	Bid Opening Place : Manthan Hall, Jaipur Development Authority

Bidder Detail	
Name of Entity : XXXXXXXXXXXXX	Mobile: 9829012345
Registration Type: Individual	Instrument Amount : 32500.00
Payment Mode: Online/UTR	Payment Channel : Payment Gateway/ICICI Branch - JDA
Instrument No : 456123789	Instrument Date : 17-06-2015

Dates Detail		
Sr. No.	Event Name	Event Date
1	Publishing Date	01/06/2015 01:00 PM
2	Bid Opening Date	01/07/2015 03:00 PM

Specific Instrument Detail for eProc Rajasthan			
Instrument Type: DD			
Instrument Number	Head Name	Amount	Date
10000	Tender Fee	400.00	05/06/2015
10001	RISL Processing Fee	1000.00	05/06/2015
10002	Bid Security Deposit	30,000.00	05/06/2015
Issuer Detail : Jaipur Development Authority		ChallanNumber: 641515600014	

More details about Registration Process, Terms and Conditions and FAQ along with contact detail is available on JDA website www.jaipurjda.org under e-Services>>>JDA Tender.

Abbreviations & Definitions

JDA	Jaipur Development Authority
GOR	Government of Rajasthan
Act	The Rajasthan Transparency in Public Procurement Act, 2012 and Rules 2013, Government of Rajasthan, Rajasthan
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
Procuring Entity /Purchaser/ Tendering Authority/ Buyer	Person or entity that is a recipient of a good or service provided by a Bidder / Supplier/Seller under a purchase order or contract of sale.
Bidder / Supplier/Seller	A company registered under Indian Companies Act, 1956 or a partnership firm registered under Partnership Act or a proprietorship firm.
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
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.
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security Deposit	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. Also called as BSD.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract/ Project Period shall commence from the date mention in the Work Order
AoC	Award of Contrat
AoS	Award of Service
BoS/ BoQ	Bill of Service/Bill of Quantity
BG	Bank Guarantee
Day	A calendar day as per GoR/ Gol.
INR	Indian Rupee
ITB	Instruction to Bidders
JDA	Jaipur Development Authority
LD	Liquidated Damages

MAF	Manufacturer's Authorization Certificate
NIB	Notice Inviting Bid
NOC	Network Operations Centre
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
PSD/ SD	Performance Security Deposit/ Security Deposit
RISL	RajCOMP Information Services Ltd.
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
VAT/ CenVAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order
HGR	Half yearly Gross Receipt

Section 1: Project Profile & Background Information

- 1.0** The Jaipur Development Authority (JDA) was established in the year 1982. JDA was created by the State government of Rajasthan with a vision to combat and manoeuvre the growing requirements of a large city in wake of the increasing population and to help give Jaipur a planned look compatible and comparable to any metropolitan city of repute. For this motive JDA was given powers and a green signal to speed up the development and progressive growth of the entire city.
- 2.0** The initiative of the e-governance projects the major work area is being rendered through IT based solutions. Many activities are now performed through IT support solutions.
- 3.0** JDA is committed to working for the benefit of the citizens of Jaipur with planned implementation of development schemes and is consistently striving to take Jaipur to higher levels of progress. To meet its objective, JDA intends to provide, safety and security solutions, cost effective and easy access to information, through multiple devices to residents of Jaipur.
- 4.0** Jaipur Development Authority (JDA) seeks to develop Jaipur into Wi-Fi City by creating Smart Wi-Fi hotspots at selected locations of Jaipur City. This network may be the starting point in the journey towards making Jaipur a Smart City. It has been decided to install / create Wi-Fi Hotspots, Interactive Information Kiosk, Surveillance Camera, Environmental Sensor, Parking Information and Remote Kiosk along with Facility Management Services at selected locations of Jaipur City as per BOM/BOQ.
- 5.0** The Public WiFi and associated wired network in each of the key locations identified in the state is being built for the purpose of having a network infrastructure asset using which the government can, not only provide internet access to Citizens, but also transform the engagement between the government and citizens for greater citizen services. The government plans to use this foundational network for improving various operations of civil and city administration. The vision here is also to engage the citizens in inclusive governance.

Section 2: Eligibility Criteria

The following criteria must strictly be fulfilled by the Bidder. The Bidder must submit documentary evidences in support of their claim for fulfilling the criteria. The bids received without the documentary evidences shall be rejected summarily. The condition from 1 to 9 mentioned below are mandatory to qualify technical bid, noncompliance of any condition shall lead to disqualification in Technical Bid.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	General Requirement	Bidder should be an established IT System Integrator and should have been engaged in Supply, Installation, Commissioning and Operations & Maintenance Services of ICT projects for a period of at least Five financial years as on 31.03.2015	Work Orders / Client Certificates confirming year and area of activity should be enclosed.
2.	Bidder Entity	<p>Consortium/Joint Venture is allowed, one of the parties in the consortium/JV partner will be the Prime Bidder/Lead Bidder. Prime Bidder/Lead Bidder shall be treated as "Bidder"</p> <p>Any of the parties of the consortium /JV partner or the Prime Bidder/Lead Bidder may meet the technical criteria. However, the Prime Bidder/Lead Bidder alone should meet the financial criteria.</p> <p>If the bidder does not have a Category B, ISP license or higher, then the bidder needs to tie up with at least one such ISP to provide Internet bandwidth. Both the Bidder and the ISP shall form a consortium/JV and should declare the Prime Bidder / Lead Bidder clearly at the time of bidding.</p>	Copy of the consortium/JV agreement in case of consortium/JV, clearly specifying the role and area of specialization of the individual parties of consortium/JV, duly signed by Consortium/JV parties on Rs. 100 non-judicial stamp paper should be enclosed.
3.	Legal Entity	Any legal entity duly registered in India is allowed. In case of consortium/JV, the Prime Bidder/Lead Bidder should meet this criterion.	<p>a) Certificates of incorporation and/ or</p> <p>b) Registration Certificates</p>
4.	Turnover	The Prime Bidder/Lead Bidder must have annual turnover of at least Rs. 100 Crores solely from ICT Business	Audited and Certified Balance Sheet and Profit/Loss Account for the last FIVE

		and IT Services during each of the last Five financial years as on 31.03.2015.	Financial Years should be enclosed. CA Certificate be enclosed.
5.	Technical Capability	<p>The Bidder or any of the parties of the consortium/ JV partner must have successfully completed, during last Five financial years as on 31.03.2015, at least the following numbers of Wi-Fi systems & CCTV Surveillance System of value specified herein:</p> <p>Two projects of similar nature for not less than 200 Access Points (AP) in a single work order</p> <p>OR</p> <p>Three projects of similar nature for not less than 100 Access Points (AP) in a single work order</p> <p>AND</p> <p>One Project of similar nature for not less than 100 IP Cameras in a single work order</p>	Copies of work order or contract agreement and the client certificates/Project Sign-off Certificate from client for satisfactory completion of project and showing order value and cost.
6.	Net Worth	The Bidder or the Prime Bidder/Lead Bidder must have positive net worth & profit making in each of the last five financial years as on 31.03.2015	CA Certificate mentioning net profit should be enclosed.
7.	Certification	<p>The Bidder or consortium/JV should possess below Certifications at the time of bidding:</p> <p>a) ISO 9001:2008 Certification for System Integration.</p> <p>b) ISO 20000:2011 for IT Service Management (Facility Management Services)</p> <p>c) ISO 27001:2005 for Information Security Management System</p>	The Bidder is required to furnish the copy of valid certification.
8.	Tax Registration	<p>The Bidder or the Prime Bidder/Lead Bidder should have a registered number of</p> <p>a. VAT/Sales Tax where his business is located</p> <p>b. Service Tax</p> <p>c. Income Tax PAN</p>	Copies of relevant(s) Certificates of Registration.
9.	Technical Specifications of BOQ items	The quoted product/item should fulfil all the technical specifications laid out in the tender document	The Bidder should enclose relevant catalogues, brochures, etc. in support of

		mentioned in the Annexure (Technical specifications of BOQ items). The Bidder is required to furnish Make, Model / Part number of the quoted item.	all the items quoted in the Bid.
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Section 3: Broad Scope of Work

- 1.0** The broad scope of work will include providing Wi-Fi facility by installing / creating Wi-Fi Hotspots, installation of interactive Information Kiosks, Surveillance Cameras, Remote Kiosks for citizen service, Parking Information system & environmental sensors along with Facility Management Services at the selected locations as well at NOC at JDA HQ as per bid Document.
- 2.0** The architecture of set-up consists of number of locations which shall be operated / managed / controlled by Network Operations Centre (NOC) to be established at JDA HQ building at Jaipur. The detail of inventories for outdoor locations as well as NOC is annexed in the document.
- 3.0** The bidder is required to implement an end to end solution. He is required to maintain & operate the equipment so installed at various locations as well at NOC at JDA HQ for a period of 5 years. After completion of 5 years agreement, the service provider shall be obliged to transfer the entire system to JDA. The service provider shall comply with all the DoT and TRAI regulations with regard to provisioning of the Internet Services.
 - The bidder is advised to visit the sites of locations as well as Network Operations Centre (NOC) to be established at JDA HQ building at Jaipur to make an independent assessment of the quantum of the work involved. The Bidder is required to install requisite Server / storage / FireWall / Load Balancer / Switches / Router etc. to support the backend solution at NOC to Operate & Maintain the equipments so installed at various locations.
 - The JDA shall facilitate the bidder for any permissions/ issues to be required / resolved with the various departments of the State / Central Government. JDA shall arrange for basic facilities such as office space, fixtures & furniture, air conditioning, electricity, security, etc. required to operate & maintain the NOC to be established at JDA HQ building at Jaipur on non-chargeable basis. However, at locations other than NOC, the bidder shall arrange their own arrangement for these facilities in its name.
 - The successful bidder is also advised to get the complete equipments/system being installed at various locations as well as at Network Operations Centre(NOC) to be established at JDA HQ building at Jaipur to be insured to cover any thefts, mishaps, etc.
 - The new deployment will have to integrate with the existing JDA Network Operations Centre that includes Central Management Systems for Wi-Fi Hotspots, interactive Information Kiosks, Surveillance Cameras & environmental sensors. NOC has Wireless Controller which is operating in standalone mode and Bidder is required to provide hardware to upgrade existing Controller to High availability configuration with additional hardware.
 - Bidder is required to reuse the existing Wireless network resources, which were deployed as part of pilot project, to minimise the Capex and ensure seamless operations. The new deployment should provide Network monitoring system to monitor the wireless infrastructure including the existing deployed wireless network.
 - JDA Control Centre has existing Surveillance Management System. The new deployment

will have to integrate the existing Surveillance Management System including any up gradation if required.

- Any new Interactive Kiosk System should integrate with existing Interactive Kiosk Experience Platform deployed.

4.0 Project Deliverables, Milestones & Time Schedule:

The successful bidder is expected to carry out all ground work for Supply, Installation including documentation, coordination with JDA. Certain key deliverables are identified for each of the milestones, are mentioned in NIB Document. However, bidder should take approval of templates of all the reports from JDA before submission of deliverables to purchaser. The complete work has been planned for execution / completion in three (3) phases as under -

S. No.	Activities	Timelines
1	Phase 1- execution / completion of the work at the locations defined	45 days from award of work
2	Phase 2- execution / completion of the work at the locations defined	120 days from award of work
3	Phase 3- Operation and maintenance (Facility Management Services FMS) of the Wi-Fi Hotspots, Interactive Information Kiosks, Surveillance Cameras, Environmental Sensors, Parking Information and Remote Kiosks at phase - 1 & 2 locations as per BOM/BOQ as well at NOC at JDA HQ	5 years from the successful execution / completion of the phase - 2 locations

Note - The locations to provide Wi-Fi Hotspots, Interactive Information Kiosks, Surveillance Cameras, Environmental Sensors, Parking Information and Remote Kiosks at phase - 1 & 2 locations are as per Annexure -2. However, it may be noted that for ease of timely completion of phase -1 & 2 locations, the locations may be interchanged from phase -1 to phase - 2 and vice versa, but the total nos. locations shall remain the same in phase - 1 & 2.

5.0 Payments Terms

The payment shall be based on achieving above individual milestone, which shall be as under –

S. No.	Activities	Payment terms
1	No Advance payment shall be made.	
2	Phase 1- execution / completion of the work at the locations defined	30% of the total contract value
3	Phase 2- execution / completion of the work at the locations defined	30% of the total contract value
4	Phase 3- Operation and maintenance (Facility Management Services FMS) of the Wi-Fi Hotspots, Interactive Information Kiosks, Surveillance Cameras, Environmental Sensors, Parking Information and Remote Kiosks at phase - 1 & 2 locations as per BOM/BOQ as well at NOC at JDA HQ	40% of the total contract value to be paid @8% annually in 5 years for FMS services. The payment shall be made on half yearly basis @4% of the total contract value.

- The successful bidder will make the request for payment in writing, accompanied by invoices describing, as appropriate, the supply, and by the required documents

submitted pursuant to the contract and upon fulfilment of all the obligations stipulated in the Contract.

- The currency or currencies in which payments shall be made to the successful bidder under this Contract shall be Indian Rupees (INR) only.
- All remittance charges will be borne by the successful bidder.
- In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- Any penalties / liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective running bill subject to bill amount.

6.0 Service Level Agreement

1. SERVICE AVAILABILITY

a. UPTIME (Hot Spot Availability & CCTV Cameras):

- a. SLA Requirement – Average uptime should be $\geq 97\%$ per site per quarter. Site means 75% of the equipment up.
- b. Report Requirement – Average Uptime (Availability) Report

Calculation Criteria	Amount of penalty
Average Uptime 97% or above	No penalty
Average Uptime between 93% - 97%	1% of the HGR amount
Average Uptime between 90% - 93%	2% of the HGR amount
Average Uptime below 90%	5% of the HGR amount

b. UPTIME (Core System Availability):

- a. SLA Requirement – Average uptime should be $\geq 97\%$ per quarter.
- b. Report Requirement – Average Uptime (Availability) Report

Calculation Criteria	Amount of penalty
Average Uptime 97% or above	No penalty
Average Uptime between 93% - 97%	1% of the HGR amount
Average Uptime between 90% - 93%	2% of the HGR amount
Average Uptime below 90%	5% of the HGR amount

c. THROUGHPUT (Band Width):

- a. SLA Requirement – Average throughput should be $\geq 90\%$ per quarter.
- b. Report Requirement – Average Throughput Report

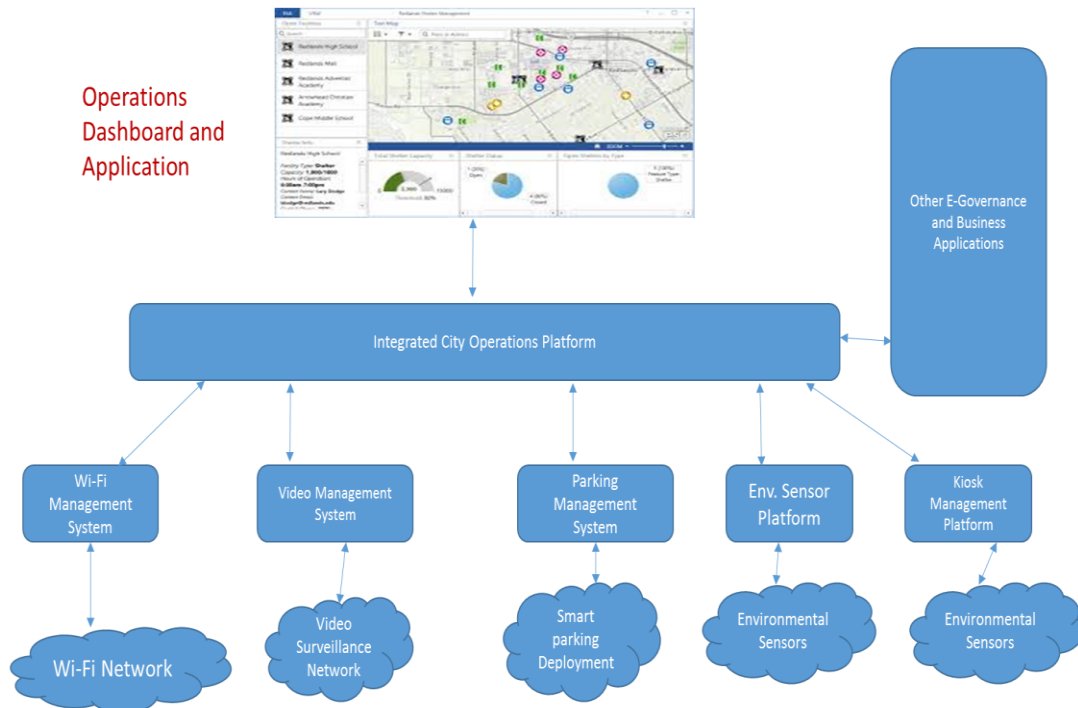
Calculation Criteria	Amount of penalty
Average Throughput 90% or above	No penalty
Average Throughput between 80% - 90%	1% of the HGR amount
Average Throughput between 70% - 80%	2% of the HGR amount
Average Throughput below 70%	5% of the HGR amount

2. SLA Manpower Requirements :

- a. **The Bidder shall provide following minimum manpower resources for on-site requirement (at outdoor locations as well as at NOC) with no other responsibility to meet out the SLA:**

S.No	Professional	Minimum Resources	Minimum Qualifications	Key Job Duties
1.	Team Leader (8x7)	1	Experience on similar type of ICT based projects, of minimum 3 years	Overall project management and coordination
2.	System / Network Administrator (16X6)	2	Experience on Windows and Linux administration, Virtualization, Storage, Application handling, Backups, etc., of minimum 3 years. Experience on configuration and deployment of Network Switches, Routers, WiFi Controllers & Access Points, Surveillance Cameras, Fire Wall Load Balancer, etc., of minimum 3 years	System Administration and Backup Management; Network & Security Management
3.	Technical Support for outdoor location and NOC (16X7)	4	Experience on configuration and deployment of Network Switches, WiFi Access Points, Surveillance Cameras, etc., of minimum 3 years	Configuration, Troubleshooting and Support.
4.	Security personnel for outdoor location (24x7)	As per sites	Matriculation or higher.	Physical protection.

A schematic of the Integrated Platform is as below.



Section 4: Instructions to Bidder (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 three days prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal as well as on JDA website.
- b) 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. 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.

3. Period of Validity of Bids

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

- c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

4. Format and Signing of Bids

- a) Bidders must submit their bids online at e-Procurement portal i.e. <http://e-procurement.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: -
- (i) Technical Bid, including fee details, eligibility & technical documents
 - (ii) Financial Bid
- d) The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
1.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As Per Annexure-3: Technical Bid Evaluation Check List (As per the format mentioned against the respective eligibility criteria clause).

- e) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Financial Bid	As per BoQ(.XLS) format available on e-Procurement portal

- f) 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.

5. 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.

- 6. Bid Security (EMD):** 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 bank guarantee, in specified format as given in the bidding document, of a scheduled bank. 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 bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
 - h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
 - i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - (i) when the bidder withdraws or modifies its bid after opening of bids;
 - (ii) when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
 - (iii) 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;
 - (iv) when the bidder does not deposit the performance security within specified period

after the supply / work order is placed; and

- (v) if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- j) Notice will be given to the bidder with reasonable time before bid security (EMD) deposited is forfeited.
- k) No interest shall be payable on the bid security (EMD).
- l) 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.
- m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
 - (i) the expiry of validity of bid security;
 - (ii) the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - (iii) the cancellation of the procurement process; or
 - (iv) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

7. Deadline for the submission of Bids - Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.

8. Withdrawal, Substitution, and Modification of Bids

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

9. Opening of Bids

- a) The Bids shall be opened by the Bid Opening Committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidder's names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.

- d) All the documents comprising of Technical Bid / Cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to JDA).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
 - (i) bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
 - (ii) bid is valid for the period, specified in the bidding document;
 - (iii) bid is unconditional and the bidder has agreed to give the required performance security; and
 - (iv) other conditions, as specified in the bidding document are fulfilled.
 - (v) any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

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

11. 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 in writing.
- 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.
- e) All communications generated under this rule shall be included in the record of the procurement proceedings.

12. Evaluation & Tabulation of Technical Bids

- **Determination of Responsiveness**

- The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of eligibility criteria of the bidding document.
- 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.
- 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.
- 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.
- 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.

- **Non-material Non-conformities in Bids**

- 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.
- 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.

- 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.
- **Technical Evaluation Criteria:** Bids shall be evaluation based on the documents submitted as a part of technical bid. Technical bid shall contain all the documents as asked in the clause “Format and Signing of Bids”
- **Tabulation of Technical Bids**
 - 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.
 - 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.
 - 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.
 - 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.

13. 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 Opening 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 in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending 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
- 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.

14. 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) 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.

15. 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.

16. 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.

17. 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.
- 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.

18. Exclusion of Bids/ Disqualification

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
 - the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - the information submitted, concerning the qualifications of the bidder, was materially Inaccurate or incomplete; and
 - the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - 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;
 - 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: -

- communicated to the concerned bidder in writing;
- published on the State Public Procurement Portal, if applicable.

19. 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: -
 - the Bid is technically qualified;
 - the price quoted by the bidder is assessed to be reasonable;
 - the Bid is unconditional and complete in all respects;
 - there are no obvious indicators of cartelization amongst bidders; and
 - 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.

20. Acceptance of the successful Bid and award of contract

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the

Procurement in terms of that Bid.

- e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- i) The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

21. 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.

22. 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.

23. 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 as per RTPP Act-2012 and Rules-2013. 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 except otherwise provided

in the bidding document.

- c) Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased. The limits of the repeat order shall be as under:-
1. 50% of the quantity of the individual items and 50% of the value of original contract in the case of works; and
 2. 50% of the value of goods or services of the original contract.

24. 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 10% of the contract amount. 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: -
- Bank Draft or Banker's Cheque of a scheduled bank;
 - 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;
 - 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 (EMD);
 - Fixed Deposit Receipt (FDR) of a scheduled bank 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 as above shall remain valid for a period of 90 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:-
 - When any terms and condition of the contract is breached.
 - When the bidder fails to make complete supply satisfactorily.
 - 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.

25. 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 is despatched to the successful bidder.
- c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, 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.

26. 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: -
 - impede enforcement of any law;
 - affect the security or strategic interests of India;
 - affect the intellectual property rights or legitimate commercial interests of bidders;
 - 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.

27. 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 -
 - at any time prior to the acceptance of the successful Bid; or
 - 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: -
 - 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;
 - 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.

28. 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: -

- 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;
- disclosure of conflict of interest;
- 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: -

- exclusion of the bidder from the procurement process;
- calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
- forfeiture or encashment of any other security or bond relating to the procurement;
- recovery of payments made by the procuring entity along with interest thereon at bank rate;
- cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

29. 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.

30. 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:
 - 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:
 - Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (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: Secretary / Additional Chief Secretary, Urban Development and Housing, Secretariat, Jaipur (Rajasthan).

Second Appellate Authority: Nominee from Finance Department Government of Rajasthan.

Filing an appeal

f) Form of Appeal:

- Every appeal under (a) and (c) above shall be as per Annexure available in NIB Document along with as many copies as there are respondents in the appeal.
- 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.
- 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:

- 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.
- 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:

- 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.
 - 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.
 - 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.
 - 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.

31. 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.

32. 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.

33. 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-

- "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
- “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.

34. Debarment from Bidding

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
 - under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - 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.

35. 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.

Section 5: General Terms & Condition of Bid & Contract

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

- 1. 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 therefrom, 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.

2. 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.

3. 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.

4. 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.

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) The OEM / Vendor of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares within next business day or maximum 30 hours.
- c) The OEM / Vendor of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution / System Integration partner agreement will not be accepted.
- d) Bidder must quote products in accordance with above clause “Eligible goods and related services”.

6. Notices

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

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

8. Scope of Supply

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- c) The bidder shall not quote and supply hardware that is likely to be declared as End of Sale in next 12 months and End of Service / Support for a period of 24 months from the last date of bid submission. OEMs are required to mention this in the MAF for all the quoted hardware. If any of the hardware is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such hardware with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

9. Delivery

- 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 the ordered materials / system as per specifications within the specified delivery / completion period at offices / locations mentioned in the PO / WO.
- d) Shifting the place of delivery: The user will be free to shift the place of delivery within the same city / town / district/ division. The successful/ selected bidder shall provide all assistance, except transportation, in shifting of the equipment. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.

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

11. Purchaser's Responsibilities

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

12. Contract Price

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

13. Recoveries from Supplier/ Selected Bidder

- a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.
- b) The Purchase Officer shall withhold amount to the extent of short supply, broken / damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with JDA.
- c) The balance, if any, shall be demanded from the Supplier / Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

14. Taxes & Duties

- a) The income tax, service tax, value added tax, etc., if applicable, shall be deducted at source from the payment to the Supplier / Selected Bidder as per the law in force at the time of execution of contract.
- b) The entry tax, if applicable shall be deducted at source and deposited in the government Treasury in proper revenue receipt head of account.
- c) 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.
- d) 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.
- e) Revision in VAT and Service Tax shall be on account of the tendering authority if it has been asked for separately in the financial bid and is not taken into account for the purpose of comparison of bids. If, however, they have not been asked for separately, any benefit or additional cost will be on account of the bidder. Revision of any other tax or duty shall be on account of the bidder.
- f) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

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

16. Confidential Information

- a) The Purchaser and the Supplier / Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.
- c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier / Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
 - the Purchaser or Supplier / Selected Bidder need to share with JDA or other institutions participating in the Contract;
 - now or hereafter enters the public domain through no fault of that party;
 - 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
 - otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

17. Sub-contracting

- a) Unless otherwise specified in the Contract, the bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser / Tendering Authority.
- b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties,

responsibilities, or liability under the Contract.

- c) Subcontracts shall comply with the provisions of bidding document and/ or contract.

18. Specifications and Standards

- a) All articles supplied shall strictly conform to the specifications, trademark laid down in the tender form 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 article supplied conforms to the specifications shall be final and binding on the supplier / selected bidder.
- b) Technical Specifications and Drawings
- a. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
- b. 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.
- c. 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.
- d) The supplier/ selected bidder must certify that all the goods are new, unused, and of the agreed make and models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- e) The supplier/ selected bidder should further warrant that the Goods shall be free from defects arising from any act or omission of the supplier/ selected bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.

19. Packing and Documents

- a) The Supplier / Selected Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand,

without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

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

20. Insurance

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

21. Transportation

- a) The supplier / selected bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking / inspection of the material by the Consignee. No extra cost on such account shall be admissible.
- b) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay, the freight together with departmental charge @5% of the freight will be recovered from the supplier's / selected bidder's bill.

22. Inspection

- a) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's / selected bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods / equipment / machineries during manufacturing process or afterwards as may be decided.

23. Inspection / Testing charges: Inspection / Testing charges (for engaging third party if any) shall be borne by the supplier/ bidder/ selected bidder.

24. Rejection

- a) Articles / Goods not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.
- b) If, however, due to exigencies of work, such replacement either in whole or in part, is not

considered feasible, the Purchase Officer after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

- c) The rejected articles / goods shall be removed by the supplier/ bidder/ selected bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the selected bidder's risk and on his account.

25. Extension in Delivery Period and Liquidated Damages (LD)

- a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and / or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- b) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.
- c) Delivery and installation / completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier / selected bidder.
 - a. The supplier / selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.
 - b. The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
 - c. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
 - i. When delay has occurred due to delay by JDA in performing any of the duties to be performed by them as mentioned in the Chapter titled "Scope of Work, Deliverables and Timelines".

- ii. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by JDA as per terms of the contract.
- d. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
- e. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and / or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
- f. If JDA is in need of the good and / or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d) **Liquidated Damages** : In case of extension in the delivery and / or installation / completion / commissioning period / FMS is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and / or service which the supplier / selected bidder has failed to supply or complete : -

No.	Condition	LD %*
a.	Delay up to one fourth period of the prescribed delivery period &	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed	7.5 %
d.	Delay exceeding three fourth of the prescribed delivery period, &	10.0 %

- a. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.
 - b. The maximum amount of liquidated damages shall be 10%.
 - c. The percentage refers to the payment due for the associated milestone.
- 26. Risk & Cost:** If successful bidder fails to complete the milestone(s) the same will be got executed by another participated firm and the expenses incurred in this account will be charged by the bidder.
- 27. Price Fall Clause:** The prices under a rate contract shall be subject to price fall clause of Act.
- 28. 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.

29. Change in Laws & Regulations: Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and / or the Contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if the same has already been accounted for in the price adjustment provisions where applicable.

30. Force Majeure

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

31. 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: -
 - a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - b. the method of shipment or packing;
 - c. the place of delivery; and
 - d. 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.

32. Termination

a) Termination for Default

- a. The tender sanctioning authority of JDA may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
 - i. 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 JDA; or
 - ii. 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
 - iii. 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.
 - iv. If the supplier/ selected bidder commits breach of any condition of the contract.

- b. If JDA terminates the contract in whole or in part, amount of PSD may be forfeited.
 - c. 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:** JDA 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 JDA.
- c) **Termination for Convenience**
 - a. JDA, 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.
 - b. Depending on merits of the case the supplier / selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
 - c. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - i. To have any portion completed and delivered at the Contract terms and prices;
and/or
 - ii. To cancel the remainder and pay to the supplier / selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

33. Settlement of Disputes

- a) **General:** If any dispute arises between the supplier / selected bidder and JDA during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier / selected bidder will also be given an

opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier / selected bidder.

- b) **Standing Committee for Settlement of Disputes:** If a question, difference or objection arises in connection with or out of the contract / agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee as decided by JDA for decision.
- c) **Procedure for reference to the Standing Committee:** The supplier / selected bidder shall present his representation to the Procuring Entity along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the supplier/ selected bidder shall prepare a reply of representation and shall represent the JDA's stand before the standing committee. From the side of the supplier / selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and JDA. The standing committee, if it so decides, may refer the matter to the empowered committee as decided by JDA.
- d) **Legal Jurisdiction:** All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

Section 6: Special Terms & Conditions of Bid & Contract

1. **Contracting:** Under this contract Sub-Contracting is not allowed by the successful bidder(s).
2. **Project / Contract Period:** The successful Bidder is expected to carry out all ground work before start the services in direction of Nodal Officer of this project. Initially the contract period shall be as per delivery schedule mentioned in the bid document. The contract period can be extended for another period on mutual consent on approved rates as per Act.
3. **Delivery and Start of Services:** The successful Bidder will start the services as per the date mentioned in the Award of Contract (AoC)/Work Order which will also be treated as the start of project date.
4. **Revenue Sharing:** Bidder shall not charge the subscribers for Internet Services at the Location without the prior approval of JDA. Notwithstanding anything to the contrary stated herein above, bidder shall not charge a user for Internet Service for initial 60 minutes of first instance of access, in a day. This duration may be increased, if both parties agree to do so for a specified duration. After such minutes allowed to be used for free of use, bidder shall be able to charge the user for use of WiFi services at rates as per the tariff approved by JDA. For this purpose bidder shall put required system (including electronic payment) in place to allow such users to pay the prescribed charges.

The Bidder is free to mobilize revenue from any sources including advertisement time/space through this project. However, 50% of such revenue earned after successful completion/commissioning of Phase - 2 location, shall be shared with JDA on Half yearly basis. The Bidder shall maintain the proper record of such revenue earned, which shall be timely audited by the CA.

5. Manpower

- a) The operational manpower will work under the guidance of Nodal Officer, JDA.
- b) The successful bidder will submit the list required professional manpower along with their CVs to the Nodal Officer, JDA.
- c) The professional shall be entitled for Government Holidays. However, on Government Holidays the services may be asked for as per the need without any extra cost.
- d) If there is a need to replace an existing professional manpower requested by the Nodal officer the bidder will replace the same within 3 days.
- e) If the bidder and /or his employees are found to be directly or indirectly involved in any unwanted activities, his services would be discounted / terminated. The bidder is responsible for the character of the all employees provided by him.
- f) The legal bidding as per the industries dispute act. Payment of wages act., contract labour Act., and others pertaining to Civil/Criminal legislation, Medical claim if any, are the obligations of the bidder. The JDA would have no responsibility for the same.

- g) It is the responsibility of the bidder to provide payments, and other facilities as per the nominal wages in accordance with the law. All issues pertaining to the same would be dealt with by the bidder. The JDA would have no role in this.
- h) The State insurance, Provident Fund, Pension Gratuity, leaves, wages etc. as applicable, would have to be provided by the bidder and he would also be accountable for the employees. If for any reason, legal proceeding is undertaken against any employee, the bidder shall bear the responsibility. The JDA would not represent the same.
- i) JDA shall not have any liability/pay compensation towards any injury/ accident to the firm's employee while carrying out the maintenance/repair work under this contract.
- j) The bidder should also ascertain that as per contract the employees would not from any group/union etc. and would also not participate in such nor represent the same. If such incidence comes under the notice of the JDA, it would terminate the contract.
- k) If the professionals to be deputed for the project remain absent, a suitable substitute shall immediately be provided. Penalty on non-availability of manpower resources is are :-

Type of Professional	Penalty on non-availability of resource
Team Leader	Rs. 2500.00 per resource per absent days
System/Network Administrator	Rs. 1500.00 per resource per absent days
Technical Support for NOC / outdoor location	Rs. 750.00 per resource per absent days
Security personnel for outdoor location	Rs. 250.00 per resource per absent days

- l) The deduction will be made against the absence of manpower and will be deducted from the HGR.

Annexure-1: Locations

Phase -1	
Wi-Fi Hot Spots	
S.No	Location
1	Tourist Place: Amer
2	Tourist Place: Jantar Mantar
3	Tourist Place: Albert Hall
4	Tourist Place: Ramniwas Bagh
5	Tourist Place: Jal Mahal
6	Tourist Place: Hawa Mahal
Video Surveillance	
1	Tourist Place: Amer
2	Tourist Place: Jantar Mantar
3	Tourist Place: Albert Hall
4	Tourist Place: Ramniwas Bagh
5	Tourist Place: Jal Mahal
6	Tourist Place: Hawa Mahal
Interactive Information Kiosks	
1	Tourist Place: Amer
2	Tourist Place: Albert Hall
3	Tourist Place: Ramniwas Bagh
4	Tourist Place: Jal Mahal
5	Tourist Place: Hawa Mahal
Parking Information System	
1	JDA Parking (Floor Wise)
Network Operations Centre (NOC)	
1	Network Operations Centre
Phase-II	
Wi-Fi Hot Spots	
1	Garden : Rose Garden, Mansarover
2	Garden : Swarn Jayanti Garden, Vidyadhar Nagar
3	Garden : Vaishali Nagar Park

4	Garden: Technology Park, Mansarover
5	Garden : Nehru Bal Udyan, Lal Kothi
6	Garden : Bhagat Singh Park, Rajapark
7	Garden : Scince Park, Shastri Nagar
8	Garden : Dwarkadas Park, Mansarover
9	Garden : Woddland Park, B-2 Bypass
10	Hospital : Zanana, Chandpole
11	Hospital : Mahila Chiktsalya, Sangneri Gate
12	Hospital : J.K Lone, J.L.N Marg
13	Hospital : Jaipuria, Malviya Nagar
14	Hospital : Sawai Man Singh (SMS)
15	Metro Station : Jaipur Main Railway Station
16	Metro Station : Sindhi Camp Bus Stand
17	Metro Station : Chandpole
18	Metro Station : Civil Line
19	Metro Station : Mansarover
20	Metro Station : New Aatish Market
21	Metro Station : Ram Nagar
22	Metro Station : Shayam Nagar
23	Metro Station : Vivek Vihar
Video Surveillance	
1	Garden : Rose Garden, Mansarover
2	Garden : Swarn Jayanti, Vidyadhar Nagar
3	Garden : Vaishali Nagar Park
4	Garden: Technology Park, Mansarover
5	Garden : Nehru Bal Udyan, Lal Kothi
6	Garden : Bhagat, Rajapark
7	Garden : Scince Park, Shastri Nagar
8	Garden : Dwarkadas Park, Mansarover
9	Garden : Woddland Park, B-2 Bypass
10	Hospital : Zanana, Chandpole
11	Hospital : Mahila Chiktsalya, Sangneri Gate
12	Hospital : J.K Lone, J.L.N Marg
13	Hospital : Jaipuria, Malviya Nagar

14	Hospital : Sawai Man Singh (SMS)
Interactive Information Kiosks	
1	Hospital : Zanana, Chandpole
2	Hospital : Mahila Chiktsalya, Sanganeri Gate
3	Hospital : J.K Lone, J.L.N Marg
4	Hospital : Jaipuria, Malviya Nagar
5	Hospital : Sawai Man Singh (SMS)
6	Garden : Scince Park, Shastri Nagar
Interactive Remote Kiosks	
1	New Aatish Market
2	Nehru Place
Parking Information Management system	
1	Vaishili Nagar (Around Malls): Display at: Vaishali Circle, Amrapali Circle, Nursery Circle
2	Sahkar Circle: MGF Mall, Crystal Palm
3	Ram Bagh: JDA Parking at Ram Niwas Bagh, Ramlila Maidan
4	Malviya Nagar : Gaurav Tower, World Trade Park

Annexure-2: Bill of Material (BoM)

S.No	Items (Specifications are as per Annexure)	Unit	Quantity of Items (Tentative)	Warranty
Wi-Fi Hot Spot				
1	Wireless Controller	No.	2	5 Year NBD OEM Warranty with AP Licensing
2	Outdoor Access Point	No.	200	5 Year NBD OEM Warranty
3	Indore Access Point	No.	50	5 Year NBD OEM Warranty
4	Access Switch (Indoor Use)	No.	25	5 Year NBD OEM Warranty
5	Access Switch (Outdoor Use)	No.	50	5 Year NBD OEM Warranty
6	Internet Bandwidth		At Least form 2 ISPs with failover	Minimum Internet Bandwidth of 10 Mbps Per AP; ensuring minimum 1 Mbps per user
Surveillance Solution				
1	Surveillance Cameras - Outdoor, HD Fixed Camera with IR	No.	100	5 Year NBD OEM Warranty
2	Outdoor 2 MP PTZ Camera with IP66 Outdoor enclosure	No.	50	5 Year NBD OEM Warranty
3	Surveillance Video Management System	Unit	1	OEM Subscription, Support & Licensing for 5 Years for Item 1 & 2
Kiosk				
1	Interactive Kiosk with Protective Shell, Touch Screen and Environmental Sensor	Unit	15	5 Year NBD OEM Warranty
2	Remote Kiosk with Protective Shell with Point of Delivery	Unit	2	5 Year NBD OEM Warranty
Parking Information Management				
1	Parking Information Solution	Sites	5	OEM Subscription, Support & Licensing
2	Public Display Panel	No.	25	5 Year NBD OEM Warranty
NOC				
1	Server	No.	2	5 Year NBD OEM Warranty
2	L3 Switch	No.	2	5 Year NBD OEM Warranty
3	Next Generation Firewall	No.	1	5 Year NBD OEM Warranty Subscription and Licensing for Services
4	Workstation	No.	5	5 Year NBD OEM Warranty
5	LFD Display	No.	2	5 Year NBD OEM Warranty

Note:-

1. The architecture of set-up consists of number of locations which shall be operated / managed / controlled by Network Operations Centre (NOC) to be established at JDA HQ building at Jaipur.
2. Connectivity between locations and NOC should preferably on fibre.
3. Internet Bandwidth to be connected at NOC through fibre only
4. The equipment to be provided for surveillance and access points etc. at the outside locations are to be installed on the available poles, walls at site. In case of no physical termination

support is available, then the Bidder has to provide poles which shall be in the scope of the Bidder.

5. Any other requirement for NOC to be operational and not mentioned in the estimated BOQ, the Bidder has to deploy the resources, which shall be in the scope of the Bidder.
6. The connectivity to the City Police Control Room from JDA NOC covered in Phase-1 is to be provided and shall be in the scope of the Bidder.
7. All accessories including Network Cable/OFC/Power Cable, Connectors/Couplers etc., connected/terminated to active equipments & will be covered under this contract.
8. The Bidder may note that no logistics support or warehouse facility shall be provided by JDA. All such facility at JDA or at outside locations will be responsibility of the Bidder.

Annexure-2: Technical Specifications

Item : Wireless Controller		
BRAND NAME :		
MODEL NO. :		PART NO. (IF ANY) :
Sr. No.	Feature	Description
1	Components	<ul style="list-style-type: none"> Must be compliant with IEEE CAPWAP or equivalent secure connectivity for controller-based WLANs.
		<ul style="list-style-type: none"> WLAN Controller should support minimum 500 Access points and 5000 clients in a single 1 RU chassis.
		<ul style="list-style-type: none"> WLAN controller must have atleast 2 x 1Gbps of uplink interfaces.
		<ul style="list-style-type: none"> WLC should have licenses floating on two controllers.
		<ul style="list-style-type: none"> Multiple link aggregation (LAG)/ VRRP support to protect against link failures while maintaining the optimal network connectivity
		<ul style="list-style-type: none"> Must support both 1+1 and N+1 redundancy models.
		<ul style="list-style-type: none"> Must support stateful switchover between active and standby controller in a sub second time frame.
		<ul style="list-style-type: none"> Must have feature for stateful recovery without re-authentication of the client in the event of LAN and WLAN infrastructure disruption to deliver a non-stop client session
		<ul style="list-style-type: none"> Must support redundant power supplies.
		<ul style="list-style-type: none"> Must support an ability to dynamically adjust channel and power settings based on the RF environment.
		<ul style="list-style-type: none"> Radio coverage algorithm must allow adjacent APs to operate on different channels, in order to maximize available bandwidth and avoid interference
		<ul style="list-style-type: none"> Must have Automatic 802.11 interference detection, identification, classification, and mitigation. Classification should support a dynamically updatable signature library
		<ul style="list-style-type: none"> Must support coverage hole detection and correction that can be adjusted on a per WLAN basis.
		<ul style="list-style-type: none"> Must support RF Management with 40 MHz and 80 Mhz channels with 802.11n & 802.11ac
		<ul style="list-style-type: none"> WLC should support L2 and L3 roaming of IPv6 clients
		<ul style="list-style-type: none"> WLC should support IPv6 access control lists
		<ul style="list-style-type: none"> WLC should support Guest-access functionality for IPv6 clients
		<ul style="list-style-type: none"> Controller performance must remain the same if encryption is on or off for wireless SSIDs.
		<ul style="list-style-type: none"> Should support ability to adjust Delivery Traffic Indicator Message (DTIM) on a per WLAN basis to improve performance for latency sensitive applications.
		<ul style="list-style-type: none"> Should support Management frame protection for the authentication of 802.11 management frames by the wireless network infrastructure.
		<ul style="list-style-type: none"> Should adhere to the strictest level of security standards, including 802.11i Wi-Fi Protected Access 2 (WPA2), WPA, Wired Equivalent Privacy (WEP), 802.1X with multiple Extensible Authentication Protocol (EAP) types, including Protected EAP (PEAP), EAP with Transport Layer Security (EAP-TLS), EAP with Tunnelled TLS (EAP-TTLS), RFC 4347
		<ul style="list-style-type: none"> Controller should have rogue AP detection, classification and automatic

		containment feature
		<ul style="list-style-type: none"> Controller should be able to detect attacks like Broadcast de-authentication, NULL probe, Wellenreiter from day one for all access points Controller should have profiling of devices based on protocols like HTTP, DHCP and more to identify the end devices on the network Must support internal and external web authentication. Must be able to set a maximum per-user bandwidth limit on a per-SSID basis. Must support user load balancing across Access Points. Controller must provide Mesh capability for Mesh supported AP. Must be able to restrict the no. of logins per user Must be able to dedicate some APs to monitor-only for Intrusion Prevention Services. Must support client roaming across controllers separated by a layer 3 routed boundary. Solution proposed must support clients roaming across at least 500 APs. Should support the ability to schedule AP power on/off for energy savings. Controller should support L2 Client Isolation so User cannot access each other's devices. Isolation should have option to apply on AP or SSID's. Should support encrypted mechanism to securely upload/download software images to and from wireless controllers Must support 802.11e WMM Should have Voice and Video Call Admission and Stream prioritization for preferential QOS Controller should have Deep Packet Inspection for Layer 4-7 traffic for user for all traffic across the network to analyses information about applications usage and prioritization WLC should support web and console based management including SNMP v1,v2,v2c or higher.

Item : Outdoor Access Point		
BRAND NAME :		
MODEL NO. :		PART NO. (IF ANY) :
Sr. No.	Feature	Description
1	Components	Access Points proposed must include radios for both 2.4 GHz and 5 GHz.
		Must include dual band antennas to support both the 2.4GHz and 5GHz operations simultaneously from single antenna.
		Access Points must be configurable via software to support dual-band OR single-band antennas.
		Must support 2X2 multiple-input multiple-output (MIMO) with two spatial streams
		Must support data rates up to 300 Mbps.
		Must support 40 MHz wide channels on both radios.
		Must support 802.11 dynamic frequency selection (DFS)
		Access Point should support Wireless Backhaul , point-to-point, point-to-multipoint bridging
		Must support Encrypted and authenticated connectivity between all backhaul components
		Mesh Nodes shall provide a 'wired' interface for connection to local area

		networks or backhaul of local clients.
		<ul style="list-style-type: none"> • Access Point must incorporate radio resource management for power, channel, coverage hole detection and performance optimization • Access point shall support powering from AC Adapter, DC and POE(802.3at+). • Access point shall support pole, wall, and roof mounting options. • The Access point shall be IP67 rated for dust and water ingress • The Access point shall be rated for operation over an ambient temperature range up to 55°C . • Should have two RJ-45 auto-sensing 10/100/1000 Mbps ports and a console port. • Should be Wi-Fi alliance certified for interoperability with all IEEE 802.11a/b/g/n client devices. • Should support up to 16 SSID profiles per radio and each profile shall be independently configurable for authentication, encryption, VLANs, and QoS levels. • Should support detection & prevention of wireless threats on 2.4GHz & 5GHz frequency bands. • Should support SNMP, CLI, and web-based management interfaces • Should support self-healing, self-optimizing local mesh extending network availability to areas without an Ethernet infrastructure • Must support both centrally controlled mode (configured and updated via wireless controller) and autonomous mode (without controller) which is software selectable • Should support L2 and L3 controller discovery • Should be able to support Band select to shift 5 Ghz clients on less congested 5 GHz band radio.

Item : Indoor Access Point		
BRAND NAME :		
MODEL NO. :		PART NO. (If ANY) :
Sr. No.	Feature	Description
1	Components	<ul style="list-style-type: none"> • Access Points proposed must include radios for both 2.4 GHz and 5 GHz. • Must include integrated internal dual band antennas to support both the 2.4GHz and 5GHz operations simultaneously from single antenna. • Access point must have two 10/100/1000BASE-T Ethernet autosensing interface • Mounting kit should be standard from OEM directly. • Must support 3X3 multiple-input multiple-output (MIMO) with TWO spatial streams • Must support simultaneous 802.11ac on 5 GHz radios and 802.11n on 2.4Ghz Radio. • Must support data rates up to 867 Mbps throughput on 5 GHz radio. • Must support 40 and 80 MHz wide channels in 5 GHz. • Must support AP enforced load-balance between 2.4Ghz and 5Ghz band. • Must support Standards based Beam forming • Must incorporate radio resource management for power, channel, coverage hole detection and performance optimization

		<ul style="list-style-type: none"> • Must support Proactive Key Caching and/or other methods for Fast Secure Roaming.
		<ul style="list-style-type: none"> • Access Points must support a distributed encryption/decryption model.
		<ul style="list-style-type: none"> • AP model proposed must be able to be both a client-serving AP and a monitor-only AP for Intrusion Prevention services.
		<ul style="list-style-type: none"> • Should support mesh capabilities for temporary connectivity in areas with no Ethernet cabling.
		<ul style="list-style-type: none"> • Mesh support should support QoS for voice over wireless.
		<ul style="list-style-type: none"> • Must be plenum-rated (UL2043).
		<ul style="list-style-type: none"> • Must support Controller-based and standalone(autonomous) deployments
		<ul style="list-style-type: none"> • Should support up to 16 SSID profiles per radio and each profile shall be independently configurable for authentication, encryption, VLANs, and QoS levels.
		<ul style="list-style-type: none"> • Must support telnet and/or SSH login to APs directly for troubleshooting flexibility.
		<ul style="list-style-type: none"> • Must support Power over Ethernet, local power, and power injectors.
		<ul style="list-style-type: none"> • 802.11e and WMM
		<ul style="list-style-type: none"> • Access point must be Wi-Fi alliance certified.

Item : Access Switch (Indoor Use)		
BRAND NAME :		
MODEL NO. :		PART NO. (IF ANY) :
Sr. No.	Feature	Escription
1	Access Switch (PoE/PoE+)	<ul style="list-style-type: none"> • The switch should have 12 Gigabit PoE/PoE+ ports
		<ul style="list-style-type: none"> • Should have 2 Gigabit combo uplink ports i.e. 2 x SFP and 2 x 10/100/1000Base T ports.
		<ul style="list-style-type: none"> • The switch should support Layer-2 and Layer-3 features
		<ul style="list-style-type: none"> • The switch should have total power budget of 240W or more to support PoE/PoE+ capable devices.
		<ul style="list-style-type: none"> • The switch should support PoE in all ports in a fashion that the connected devices should be able to get power even when the switch is booting to ensure minimal disruption during a power cycle.
		<ul style="list-style-type: none"> • The switch should support power management capabilities like Energy Efficient ports and hibernation mode when not in use.
		<ul style="list-style-type: none"> • The switch should have 12 Gigabit PoE/PoE+ ports
		<ul style="list-style-type: none"> • Should have 2 Gigabit combo uplink ports i.e. 2 x SFP and 2 x 10/100/1000Base T ports.
		<ul style="list-style-type: none"> • The switch should support Layer-2 and Layer-3 features
		<ul style="list-style-type: none"> • The switch should have total power budget of 240W or more to support PoE/PoE+ capable devices.
		<ul style="list-style-type: none"> • The switch should support PoE in all ports in a fashion that the connected devices should be able to get power even when the switch is booting to ensure minimal disruption during a power cycle.
		<ul style="list-style-type: none"> • The switch should support power management capabilities like Energy Efficient ports and hibernaton mode when not in use.
		<ul style="list-style-type: none"> • The switch should have 12 Gigabit PoE/PoE+ ports
		<ul style="list-style-type: none"> • Should have 2 Gigabit combo uplink ports i.e. 2 x SFP and 2 x

		10/100/1000Base T ports.
		<ul style="list-style-type: none"> The switch should support Layer-2 and Layer-3 features The switch should have total power budget of 240W or more to support PoE/PoE+ capable devices. The switch should support PoE in all ports in a fashion that the connected devices should be able to get power even when the switch is booting to ensure minimal disruption during a power cycle. The switch should support power management capabilities like Energy Efficient ports and hibernation mode when not in use.

Item : Access Switch (Outdoor Use)		
BRAND NAME :		
MODEL NO. :		PART NO. (IF ANY) :
Sr. No.	Feature	Escription
1	Access Switch	<ul style="list-style-type: none"> The switch should have 16 10/100 ethernet ports At least 4 port should be PoE Should have 2 Gigabit combo uplink ports Should support zero-touch discovery using Dynamic Host Control Protocol (DHCP), express setup, and fast bootup time to help in migrating to an Ethernet environment without resistance. Forwarding rate: 6.5 Mpps with 64-byte packet Unicast MAC addresses: 8000 Internet Group Management Protocol (IGMP) multicast groups: 255 IPv4 MAC security ACEs: 384 IPv4 routing: 3500 routes, IPv6 routing: 1750 routes Should suport 802.1x, port security, and DHCP to achieve dynamic port-based authentication. Should support Secure Shell (SSHv2); SNMPv3 for encrypted administrator traffic during Telnet and SNMP sessions. Should support TACACS+ and RADIUS authentication to facilitate centralized control and restrict unauthorized users. Should conform to Common Industrial Protocol (CIP) and PROFINETv2. The switch should support power management capabilities like Energy Efficient ports and hibernation mode when not in use. Line-rate, no blocking uplink, downlink ports

Item : Surveillance Cameras - Outdoors, HD Fixed Camera with IR		
BRAND NAME :		
MODEL NO. :		PART NO. (IF ANY) :
Sr. No.	Feature	Description
1	Image sensor	1/2.7" Progressive Scan CMOS
2	Lens	3.6 to 9 mm or better
3	Field of View	37.5°~95.98°(horizontal), 21.6° ~ 53.80° (vertical) 42.6°~109.46° (diagonal)
4	Day and Night	Automatic/manual/scheduled
5	Minimum Illumination /	Color mode: F1.2 @ 0.5 lux Black and white mode: F1.2@ 0 lux with IR illuminator

	Light Sensitivity	
6	Light sensor	Senses the level of ambient light to determine when to switch day/night mode.
7	Inbuilt IR light	IR LED with illumination capabilities up to 30 Mtrs.
8	Video Compression	H.264 and Motion JPEG
9	Resolutions and frame rates (H.264)	1920 x 1080 @ 30 fps (1080p), 1280 x 720 @ 30 fps (720p) 1024 x 576 @ 30 fps, 960 x 544 @ 30 fps, 704 x 480 or 576 @ 30 or 25 fps (4CIF), 640 x 368 @ 30 fps, 352 x 240 or 288 @ 30 or 25 fps (CIF)
10	PoE	802.3af compliant (Class 3)
11	External Power - D.C / A.C	12V DC, 24V AC
12	Env Certification and Housing	IP67- and IK10-rated housing, Camera should have sun shield, wall mount bracket and waterproof Ethernet Cable form same OEM
13	Remote, Auto Focus support	Camera Should remote Zoom and Auto focus
14	Motorized Lens	Yes
15	Digital I/O (Audio I/O, Alarms	Audio in x 1 (Φ3.5 miniature jack) A/V out x 1 (Φ3.5 miniature jack) DI x 1 DO x 1
16	Audio/Video out port	Camera should allows the connection of an optional Y cable or mini cable with BNC connector. Camera should allow to connect a video monitor to the mini cable with BNC connector. Camera should have option to connect an external microphone. Camera should have Focus assist button, which will use in conjunction with an analog display to fine-tune the IP camera focus at local site.
17	Local storage (S.D or Micro SD)	Camera should support Micro SD/SDHC (up to 32GB) and other preceding standard SD cards
18	Supported Protocol	Dynamic Host Control Protocol (DHCP), Hypertext Transfer Protocol (HTTP), Secure HTTP (HTTPS), Network Time Protocol (NTP), Real-Time Transport Protocol (RTP), Real-Time Streaming Protocol (RTSP), Simple Mail Transfer Protocol (SMTP), Secure Sockets Layer/Transport Layer Security (SSL/TLS), TCP/IP, Secure Real-Time Transport Protocol (SRTP), Bonjour, Simple Network Management Protocol (SNMP), and Secure Shell (SSH) Protocol. Differentiated-services-code-point (DSCP) marking and class-of-service (CoS) marking
19	ONVIF	ONVIF 2.0 Support
20	Certification for Safety	UL60950-1 2nd edition CSA22.2-No.60950-1 IEC/EN60950-1 2nd edition IEC/EN60825
21	Certification for EMC- Requirements:	CISPR22 Class B ICES-003, EN55022, EN55024 EN61000-3-2/-3-3 Class A VCCI Class B, KN22 Class B KN24
22	Operating Temp	0 to 50 °C
23	Auto Detection & Configuration	The camera should be automatically discovered and configured when connected to VIDEO MANAGEMENT SYSTEM or Network Switch, to set the right network parameters for the video stream on the network

Item : Outdoor 2 MP PTZ Camera with IP66 Outdoor enclosure		
BRAND NAME :		
MODEL NO. :		PART NO. (If ANY) :
Sr. No.	Feature	Description
1	Image sensor	1/2.8" CMOS Sensor
2	Lens	f= 4.7 - 94.0 mm
3	Field of View	H: 55.4 (W) ~ 2.9 (T)°
4	Wide Dynamic Range	Yes, min 86 dB
5	Day and Night	Automatic/manual/scheduled
6	White Balance	Automatic with manual override
7	Iris Control	Automatic, with manual override
8	Minimum Illumination / Light Sensitivity	0.05 Lux in color and 0.05 Lux in B/W
9	Video Compression	H.264, MPEG-4, Motion JPEG
10	Motion Detection	Integrated
11	Resolutions and frame rates (H.264)	Single-stream H.264 or MJPEG up to 1080p (1920 x 1080) @ 30 fps
12	PoE	PoE+
13	External Power - D.C / A.C	24V AC
14	Env Certification (IP6x - Salt Spray/corrosion, IK10)	IP66
15	PTZ	Yes
16	Camera Adjustment Angle	Pan speed: 0.05° to 450°/sec Tilt speed: 0.05° to 450°/sec, Zoom: 20x Optical, 100 Presets
17	Remote, Auto Focus support	Auto Focus
18	Motorized Lens	Yes
19	Digital I/O (Audio I/O, Alarms,	Audio in x 1 (Φ3.5 miniature jack) Audio out x 1 (Φ3.5 miniature jack) DIx4 DO x 2
20	Local storage (S.D or Micro SD)	MircoSD/SDHC
21	Supported Protocol	TCP/IP, UDP/IP (Unicast, Multicast IGMP), UPnP, DNS, DHCP, RTP, RTSP, NTP, IPv4, SNMP, QoS, HTTP, HTTPS, LDAP (client), SSH, SSL, SMTP, FTP, mDNS (Bonjour)
22	ONVIF	ONVIF 2.0 Support
23	On board video analytics support	Functionality of uploading and running an video analytics on the camera
24	Certification/Approval/Approval	CE, Class A FCC, Class A UL/cUL Listed C-Tick
	Operating Temp	-5 to 55 °C
	Auto Detection & Configuration	The camera should be automatically discovered and configured when connected to VMS or Network Switch, to set the right network parameters for the video stream on the network

Item: Surveillance Video Management System		
BRAND NAME :		
MODEL NO. :		PART NO. (If ANY) :
Sr. No.	Feature	Description
1	Video Analytics Features	Tripwire: Identifies user-defined objects that move in a specified direction as they cross over a line (tripwire) drawn within the camera's field of view.

		Object classification: Differentiates between a person, vehicle, or other objects.
		Camera tampering detection: Identifies any event that significantly changes the field of view of the camera.
		Loitering: Detects when a person or vehicle remains in the full view of a camera for a configurable length of time. The Security Plus package supports all the behaviours that are included in the Security Base package and adds the detection of multiline tripwire events, leave-behind events, and more.
		Multiline tripwire: Enables the association between two virtual tripwires with respect to crossing one before the other and relative time between crossing both.
2	Features and Functions	The surveillance system shall provide a scalable and reliable platform to enable customized, network-based surveillance applications.
		The surveillance system shall be open standard supporting multiple vendor IP cameras and encoder manufacturers within the same system. The system shall support seamless integration of ONVIF compliant cameras.
		The system shall support digital pan-tilt-zoom on live or archived video.
		The surveillance system viewing system should be in thick client for local viewing and thin client through http browser for remote viewing. Both thin and thick client shall provide the capability of viewing single or multiple live and archive cameras, control PTZ camera.
		Review Player should support stand-alone Windows utility that plays video archive clips without a browser. The Review Player should also support MP4 files into a tamper-proof MPX (tamper proof MP4 file formats) formats. MPX file should include a password that is entered when the file is created. Application should ask the password to open and view the video file.
		Application should mobile application for Andirod & Apple devices such as the iPad and iPhone. App features should include recorded video playback, thumbnail video preview, and user profiles that allow multiple users to share a single device.
		The proposed surveillance system can be supported by the existing network infrastructure
		The System shall support the scalability of additional camera installation beyond the originally planned capacity. One single Video Management system shall be expandable to 10,000 cameras.
		The proposed video management system shall support deploying the software on Virtual servers, thus minimizing the hardware foot print for the project.
		The system shall have capability to stream video at remote sites by optimizing the bandwidth on WAN.
		The system shall be able to trace the end to end video traffic and shall be able to pinpoint the problematic nodes on the network that will affect the quality of video being streamed from the camera to servers.
		The System should support automatic discoverey and configuraction, when any camera connect to network, the switch shoud recognizes the camera as a video endpoint, and then uses Smart Port macros to set the right network parameters for the video stream on the network.
		The system should allow users to access video streams from remote locations that have limited outbound bandwidth. The video should be delivered to multiple users without placing additional load on the remote locations.
		The System should suport Maps integration in future with below feactures;
		Adding Image Layers to the location map.
		Define the location map for each location.

		Add cameras to the map images.
		Add image layers to the map.
		Add a Maps Server
		System should support raster format images of jpeg/jpg and png file and Vector (shape files)
		Video Surveillance Storage System – The video surveillance storage system should support multiple options to store video. Servers, Direct Attached, SAN, shall augment server internal storage. The video surveillance storage system shall store video in loops, one-time archives, or event clips triggered by alarm systems. It shall provide for RAID 6 storage.
		The system shall provide for integration with other software applications through an open and published Application Programming Interface (API). Such applications shall include, but not be limited to, access control, video analytics, and other alarm and sensor inputs.
		The system should ensure that once recorded, the video cannot be altered; ensuring the audit trail is intact for evidential purposes.
		All camera recordings shall have camera ID and location or area of recording and shall be programmable by the system administrator with user ID and password.
		System shall support camera template to define the resolution, frame rate, recording duration, and then apply to a group of cameras. The modification of the template will be reflected to all the cameras under the template.
		The system shall supports Bulk Action to allow to search and perform administration activities on multiple camera.
		The system shall support Bulk import of cameras from file such as excel, .csv, or other standard file format. The files shall include camera name, ip address, server, template, location, camera username and password
		The System should support LDAP (Lightweight Directory Access Protocol) server
3	Server Management Console	Server Management Console should use by system administrators to perform infrequent administration tasks on a single physical or virtual machine. For example, use the Management Console to complete the initial server Setup Wizard, monitor system logs and resources, and troubleshoot hardware and system software issues, and gather information about the installed hardware and software components.
		The Server Management Console user interface should available for each instance of system software installed on either a physical server or as a virtual machine.
		Server Management sytems should support network time protocol (NTP) on server, which automatically sets the server time and date.
		Server Management Console should support configurable in a high availability (HA) arrangement that should allow a primary server to be paired with additional Failover, Redundant, or Long Term Storage Media Server. These HA servers should provide the primary server with hot standby, redundant stream storage and playback, and long term recording storage to help ensure that functionality and recordings are not lost if the primary server goes offline.
4	Operations Management Console	Operations Management Console should have browser-based configuration and administration tool used to manage the devices, video streams, archives, and policies for Video Management System deployment.
		Manage physical devices - Add, configure and monitor the cameras, servers, s, and encoders that provide live and recorded video.
		Manage server services - Configure, enable or disable server services, such as the recording servers that manage video playback and recording.

		Monitor video - View live and recorded video, save video clips, search thumbnail summaries of recorded video, use the camera, Pan, Tilt and Zoom (PTZ) controls, or configure pre-defined video Views and Video Walls.
		Define recording and event policies - Create recording schedules, define event-triggered actions, configure motion detection, and other features.
		Monitor system and device health - View a summary of system health for all devices, or device status, alerts and events.
		Backup and restore - Backup the system configuration, and optionally include historical data (such as alerts).
		Operations Management Console should support (if required) configurable as a redundant pair for high availability (HA) and system should ensure uninterrupted system access for users and administrators.
5	Monitoring Console	Monitoring Console application should allow System users to monitor live and recorded video.
		Desktop monitoring application <ul style="list-style-type: none"> ✓ Allows simultaneous viewing of up to 25 cameras per Workspace, and up to 48 cameras per workstation. ✓ Create Video Matrix windows for display in separate monitors. ✓ View Video Walls. ✓ Create unattended workstations. ✓ View and manage alerts. ✓ View cameras, video, and alerts based on a graphical map should support (if required)
		Web-based configuration and monitoring tool <ul style="list-style-type: none"> ✓ Allows simultaneous viewing of multiple video panes: – View up to 4 cameras with the 32-bit version of Internet Explorer. – View up to 25 cameras with the 64-bit version of Internet Explorer. ✓ Add the users, Views and Video Walls available in the desktop application. ✓ Configure the camera, streams and recording schedules.
		Desktop video clip player <ul style="list-style-type: none"> ✓ Simple player used to view video clip files.
		Web-based server console <ul style="list-style-type: none"> ✓ Should provide basic viewing features for a single stream (Stream A) from a single camera.
		Client Application - A full-featured monitoring application should provide access to the cameras and video from a single screen should include the following workspaces and features: <ul style="list-style-type: none"> ✓ Video workspace ✓ Wall workspace ✓ Alert workspace ✓ Maps workspace support (if required) ✓ Forensic Analysis Tools should support (if required)
		Video Player - monitoring application that includes the following monitoring workspaces: <ul style="list-style-type: none"> ✓ Video workspace ✓ Wall workspace

		<p>Video Wall Application</p> <p>✓ This should launch a monitoring application for unattended workstations. Unattended mode allows video monitoring windows to display Video Walls without access to the monitoring console configuration interface. The unattended screens should remain open even if the keyboard and mouse are disconnected, and can (optionally) re-appear when the workstation is rebooted.</p>
		<p>Forensic Analysis Tools</p> <p>✓ Monitoring Console should support (if required) below features ;</p>
		<p>Camera Recording Management</p> <p>✓ System should support recording management to view the recordings available on a camera's local storage device (such as an SD card), and copy them to the server.</p>

Item: Interactive Kiosk with Protective Shell, Touch Screen and Environmental Sensor		
BRAND NAME :		
MODEL NO. :		PART NO. (IF ANY) :
Sr. No.	Feature	Description
1	Features	<p>✓ High-definition interactive Video based citizen service delivery solution from centralized Citizen Support solution.</p> <p>✓ Easy to deploy, secured and compliant for open-to-public facilities</p> <p>✓ The point of delivery cabin allows confidential interview with citizen (reduction of noise, sliding door to be closed)</p> <p>✓ The design of the inside is clear, easy to deal for all citizens. Integration of ICT components in the design is crucial.</p> <p>✓ Provide best and easy citizen experience with remote agents, thanks to high quality videoconferencing system and a set of collaboration tools enabling direct communication and support by the remote agents</p> <p>✓ Accessibility compliant for several kind of handicaps</p>
2	Cabin Requirement	<p>✓ Resistant panel walls</p> <p>✓ security lock</p> <p>✓ built-in ventilation</p> <p>✓ LED daylight lighting</p> <p>✓ Presence sensor</p> <p>✓ sliding door for confidentiality</p>
3	Application	<p>✓ The Interactive Kiosk Experience Platform should comprise of Interactive Experience Clients (a set of interactive computing and collaboration devices), a management platform, collaboration applications, and a network infrastructure to deliver web-based applications and multimedia content through interactive displays and kiosks to Citizens.</p> <p>✓ The Interactive Kiosk Experience Platform should be enterprise-grade configurable and manage web clients designed to deliver interactive multimedia services for public venues, including high-definition digital displays and kiosks. This managed kiosk platform should be both developer and IT friendly.</p> <p>✓ The Interactive Kiosk Experience Platform should feature a COBRA web browser, which is a comprehensive web-centric kiosk application development platform with integrated JavaScript API access to multimedia, peripheral, and system resources. In addition to support for plug-ins such as Adobe Flash Player, the browser should provide several proprietary widgets, which can be configured and controlled from JavaScript, to simplify</p>

		<p>the development effort. The browser should support touchscreens and features kinetic scrolling, a virtual navigational panel, and a virtual keyboard. External keyboards and mice should be supported for accessibility compliance and administration. Content to be integrated with the current service selection to provide highly effective targeted advertising. Applications to be displayed in templates that also contain zones for Really Simple Syndication (RSS) feeds, web-based services, and advertising content. Built-in support for voice and video communications will allow the rapid development and delivery of many collaboration applications. The Session Initiation Protocol (SIP) client (one such collaboration application) should let users make video calls from the kiosks to a virtual concierge or customer service agent who can then provide assistance to the kiosk user. The Interactive Kiosk Experience Platform should support a comprehensive set of peripherals, including cameras for video collaboration, touchscreens, printers, speakers, microphones, magnetic card readers, barcode scanners, and headsets for the hearing impaired. The devices should be configurable and managed remotely by an advanced, web-based management portal with a menu-based GUI.</p> <p>✓ The solution shall include Touch Panel as well as Shelter for housing all the equipment's with all necessary protections along with Interactive Kiosk Experience Platform.</p>
4	Environmental Sensors	<p>✓ They should be ruggedized enough to be deployed in open air areas on streets and parks</p> <p>✓ They should be able to read and report at least the following parameters</p> <ul style="list-style-type: none"> ○ Temperature ○ Humidity ○ Ambient Light ○ Sound ○ CO ○ NO2 <p>✓ The sensor should be able to communicate its data using wireless technology</p> <p>✓ The data should be collected in a software platform that allows third party software applications to read that data.</p> <p>✓ The sensor management platform should allow the configuration of the sensor to the network and also location details etc.</p>
5	Air Conditions	<p>✓ As Per Requirement</p>

Item: Remote Kiosk with Protective Shell with Point of Delivery

BRAND NAME :

MODEL NO. :

PART NO. (IF ANY) :

Sr. No.	Feature	Description
1	Features	<p>✓ High-definition interactive Video based citizen service deliver solution from centralized Citizen Support solution.</p> <p>✓ Easy to deploy, secured and compliant for open-to-public facilities</p> <p>✓ The point of delivery cabin allows confidential interview with citizen (reduction of noise, sliding door to be closed)</p> <p>✓ The design of the inside is clear, easy to deal for all citizens. Integration of ICT components in the design is crucial.</p> <p>✓ Provide best and easy citizen experience with remote agents, tanks to high quality videoconferencing system and a set of collaboration tools enabling direct communication and support by the remote agents</p>

		✓ Accessibility compliant for several kind of handicaps
2	Cabin Requirement	<ul style="list-style-type: none"> ✓ Resistant panel walls ✓ security lock ✓ built-in ventilation ✓ LED daylight lighting ✓ Presence sensor ✓ sliding door for confidentiality
3	Collaboration services	<ul style="list-style-type: none"> ✓ Easy and user-friendly interface for citizen: the solution will require neither physical keyboards/mouse nor ICT expertise. ✓ Videoconferencing screen with high-quality audio and high definition video experience. The quality of video interaction is considered as crucial for citizen experience. Thus definition and quality of service (QoS) will prevail. ✓ Additional interactive screen to: <ul style="list-style-type: none"> ○ Show streaming video (when starting an interview, putting a person on hold or simply when a video says more than words). ○ Display a document that the agent would like to share with the remote citizen and agent-side should have the capability to capture the document and save for further requirements. ○ On-screen fulfillment of an administrative form (for example, complete a request for renewal of Identity document) ○ Allow on-screen collaborative fulfillment with the agent support ○ Allow Co-Browsing for the citizen with agent. ✓ Ability for the agent to direct printing to the citizen in the cabin ✓ Ability to remotely read document shown by citizen to the remote agents, using a document camera agent should enable to capture the document shown in jpeg format for further processing ✓ Optional ability to scan and upload the document that a citizen might share it with the expert for additional proof as an example
4	Cabin remote management	<ul style="list-style-type: none"> ✓ The remote management of collaborative tool in the cabin should be simply and integrated with the current Remote Agent interface. ✓ Tools should include: <ul style="list-style-type: none"> ○ Remote management of a camera for document reading (zoom in, zoom out, PIP...) ○ Remote management of screen panel <ul style="list-style-type: none"> ▪ display a document (text, PDF, web browser, video) ▪ display a video (wait, informative, end of session...) ▪ sharing, allow collaborative mode ○ Remote management of a scanner ○ Remote printing ○ Optional Remote management of magnetic Card reader ○ Remote management of HD video call <ul style="list-style-type: none"> ▪ Launch HD video call ▪ Put a communication on hold ○ Shared repository of documents for citizen interaction or agent support. This repository should be online and support a wide range of document kinds (including text, formula, video...) ✓ File format to be supported: XLS, PDF, Video (precise – format compliant with touch screen)
5	Air Conditions	✓ As Per Requirement

Item: Parking Information Solution		
BRAND NAME :		
MODEL NO. :		PART NO. (IF ANY) :
Sr. No.	Feature	Description
1	Functional Specifications	<ul style="list-style-type: none"> ✓ The system should be able count the number of vehicles entering and exiting a multi level parking structure. ✓ The system should do this using a video camera based analytics. ✓ The system should communicate both the counts to a central software application over network. ✓ The software application should be able to tally the entry and exit car counts and calculate the available parking in that parking structure. ✓ Optionally the system should do this at each floor and communicate the data. ✓ The software application should be able to communicate parking availability information at each parking lot on a LCD displays deployed at key points of interest in the city. ✓ The software system should optimally make this data available to a smart phone application that citizens might use to get real time parking availability. ✓ The system should retain videos of car entering /exiting the parking zone for atleast 7 days for future forensics if required.

Item: Public Display Panel		
BRAND NAME :		
MODEL NO. :		PART NO. (IF ANY) :
Sr. No.	Feature	Description
1	Functional requirement	<ul style="list-style-type: none"> ✓ Should be able to display information and texts from central software application over the network. ✓ Dimension: Should be clearly visible from 100 mtrs or more while information is being displayed. ✓ Should be able to display variable messages as needed from time to time ✓ Should be LED based or equivalent for quality display.

Item: Server		
BRAND NAME :		
MODEL NO. :		PART NO. (IF ANY) :
Sr. No.	Feature	Description
1	Technical Requirement	<ul style="list-style-type: none"> ✓ 2 x 2.60 GHz E5-2640 v3/90W 8C/20MB Cache processor ✓ 32 GB DDR4 2133 Mhz memory ✓ 2 x 600GB 6Gb SAS 10K RPM SFF HDD hot plug drive ✓ 2 x 10/100/1000 Base T network interfaces with capabilities for Pre-Execution Boot (PXE boot), iSCSI Boot ✓ Should include necessary rack mount kits ✓ Should have in built RAID controller ✓ Should support Up to 8 front-accessible, hot-swappable SFF HDDs or SSDs ✓ Should have 24 DDR4 DIMM slots supporting upto 768 GB memory ✓ Web user interface for server management; remote keyboard, video, and mouse (KVM), virtual media and administration ✓ Should capable to view server properties and sensors

		<ul style="list-style-type: none"> ✓ Should capable to monitor faults, alarms, and server status ✓ Should capable to power on, power off, power cycle, reset, and shut down the server
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Item: Layer 3 switch		
BRAND NAME :		
MODEL NO. :		PART NO. (If Any) :
Sr. No.	Feature	Description
1	Technical Requirements	<ul style="list-style-type: none"> ✓ The switch should have at least 24 x 10/100/1000 Base T Gigabit Ethernet ports and at least four fixed SFP uplink ports ✓ The switch should be stackable with support up to nine switches in a stack ✓ Should have 90 Gbps of switching capacity ✓ Should support more than 400 Gbps of stack bandwidth ✓ In a stack configuration all switches should be able to be upgraded if the master is upgraded with a new software version to save upgrade time and effort. ✓ Should support 32K MAC address and 4000 VLN id. ✓ Should have 2 GB flash and 4GB DRAM ✓ Should support automatic QoS deployment to simplify QoS configuration. ✓ Should be able to have dynamic trunk configuration across all ports ✓ Link Aggregation Control Protocol (LACP) ✓ Unidirectional Link Detection Protocol (UDLD) ✓ Internet Group Management Protocol (IGMP) v1, v2, v3 snooping for IPv4 ✓ Should support Remote Switch Port Analyzer (RSPAN) to remotely monitor ports in a Layer 2 switch network from any other switch in the same network. ✓ It should be possible to configure per port power consumption for efficient power usage across the switch ✓ Should support security features like DHCP snooping, denial of MAC address flooding, dynamic ARP inspection and Unicast reverse path Forwarding (uRPF) ✓ Should support Flexible authentication that supports multiple authentication mechanisms, including 802.1X, MAC authentication bypass, and web authentication using a single, consistent configuration. ✓ RADIUS change of authorization and downloadable calls for comprehensive policy management capabilities ✓ IGMP filtering ✓ VLAN ACLs on all VLANs ✓ Port-based ACLs for Layer 2 interfaces ✓ Should support IP unicast routing protocols (static, RIPv1, and RIPv2, RIPv6, Enhanced Interior Gateway Routing Protocol, OSPF ✓ Should support IPv4 and IPv6 routing, multicast routing, modular quality of service (QoS), Flexible NetFlow

Item: Next Generation Firewall		
BRAND NAME :		
MODEL NO. :		PART NO. (If Any) :
Sr. No.	Feature	Description
1	Technical requirements	<ul style="list-style-type: none"> ✓ The Firewall should be an appliance based rack mountable firewall integrated with IPS feature. ✓ Firewall should be on purpose built hardware platform and should not use

		<p>any of the commercially available operating system.</p> <ul style="list-style-type: none"> ✓ Should have minimum 12 GB System Memory and minimum 8 GB Flash Memory ✓ The firewall should have the capability for Application visibility and Control i.e. specific behaviors within allowed microapplications. ✓ Should have stateful inspection throughput of 3 Gbps ✓ Should support 900 Mbps or more IP throughput ✓ Should have 1 dedicated Gigabit port for management ✓ Should support 750000 concurrent connection ✓ 30000 new connection per second ✓ Should support minimum 2 logical firewall contexts upgradable to 50 ✓ The firewall should support active/standby and active/active failover modes ✓ The built-in IPS should support the following: <ul style="list-style-type: none"> ✓ Protocol Anomaly detection ✓ Statistical Anomaly detection ✓ Application anomaly detection ✓ Statistical analysis ✓ Evasion protection ✓ Vulnerability based signature detection ✓ Day-Zero protection: unknown exploit variant protection, unknown exploit protection, Unknown vulnerability protection (H.323, SIP, SNMP, HTTP, FTP), Day-zero worm protection ✓ The firewall should support for Built-in Management Software for simple, secure remote management of the security appliances through integrated, Web-based GUI. ✓ The firewall should be accessible through variety of methods, including console port, Telnet, and SSHv2. ✓ Should Support real time monitoring of the firewall through the management console or through external syslog servers. ✓ Should ensure critical messages are not lost under busy network conditions by providing message buffering locally on the appliance ✓ Should be able to perform configuration rollback and offers the ability to store and use multiple configurations and software images in compact flash memory. ✓ Should Support prevention of unauthorized access to sensitive configuration data, certificates, and key material stored on the security appliance by automatically wiping flash memory contents if an asset recovery or password reset procedure occurs. ✓ Should Support Packet Capturing for powerful troubleshooting capabilities by providing robust packet-capturing facilities on each interface. Support for several methods of accessing captured packets, including through the console, secure Web access, or a file exported to a TFTP server ✓ Should be capable to provide a convenient method for alerting administrators when critical events are encountered, by sending e-mail alert messages to administrator defined e-mail addresses.
--	--	---

Item: Work Station		
BRAND NAME :		
MODEL NO. :		PART NO. (IF ANY) :
Sr. No.	Feature	Description
1	Technical requirements	<ul style="list-style-type: none"> ✓ CPU: Intel Xeon E5-2620 v2/v3, 2.1GHz, 15 MB L3 cache or higher ✓ Chip set and Motherboard: Intel C-602 chipset or better.

		<ul style="list-style-type: none"> ✓ Memory: 32 GB DDR3 1600 Mhz expandable to 96 GB or better. ✓ Hard Disk Drive: 1000 GB SATA HDD at 7200 rpm upgradeable to 2 HDD or better. ✓ Storage Controller: SATA Controller RAID 0, 1. ✓ Monitor: 24 inch TFT (Large Format Display) ✓ Graphic card: NVIDIA Quadro K6000 (12 GB) or higher ✓ Keyboard: Standard Keyboard ✓ Mouse: Optical Scroll Mouse ✓ PCI Slots: 4 PCI/PCI Express including 1 PCI Express X 16 ✓ Bays: Total 4 Bays (2 internal, 2 external) ✓ Ports: 5 USB 2.0, 2 USB 3.0, RJ-45, audio in, audio out, mic in. ✓ Cabinet: Mini tower ✓ Optical Drive: 8 X DVD writer. ✓ Networking features: Integrated 10/100/1000 ✓ Operating System: Microsoft Windows 8.1 Professional 64 Bit or Higher
2	LFD Display	<ul style="list-style-type: none"> ✓ Min. 70" or higher LCD/LED Monitor, Resolution - Full HD (1920X1080 or higher

Annexure-3: Technical Bid Evaluation Checklist

Part – A: Authorization / Undertaking / Declarations

S. No.	Specific Requirements	Documents Required	Page No. (to be filled by bidder)
1.	The Bidder should deposit Tender Fee, RISL Processing Fee, Bid Security (EMD) along with the Technical bid.	Online receipt generated through Bid Participation portal	
2.	Tender Form	As given in Annexure5 on Bidders letterhead	
3.	Bidder's Authorization Certificate	As given in Annexure 6 on Bidders Letterhead	
4.	Self-Declaration – No Blacklisting	As given in Annexure 7 on Bidders Letterhead	
5.	Declaration by the Bidder regarding Qualification Under Section 7 of the ACT	As given in Annexure 8 on Bidders Letterhead	
6.	Certificate of Conformity / No deviations	As given in Annexure 9 on Bidders Letterhead	
7.	Undertaking On Authenticity of Items	As given in Annexure 10 On Non-Judicial Stamp Paper of Rs. 100/-	
8.	Undertaking for functional requirement of Equipments	As given in Annexure 11 on Bidder's Letter head	
9.	Technical Bid Submission Sheet	As given in Annexure 12 on Bidders Letterhead	
10.	Financial Bid Submission Sheet	As given in Annexure 13 on Bidders Letterhead	

Part – B: Eligibility Criteria

S. No.	Basic Requirement	Specific Requirements	Documents Required	Page No. (to be filled by bidder)
1.	General Requirement	Bidder should be an established IT System Integrator and should have been engaged in Supply, Installation, Commissioning and Operations & Maintenance Services of ICT projects for a period of at least Five financial years as on 31.03.2015	Work Orders / Client Certificates confirming year and area of activity should be enclosed.	
2.	Bidder Entity	<p>Consortium/Joint Venture is allowed, one of the parties in the consortium/JV partner will be the Prime Bidder/Lead Bidder. Prime Bidder/Lead Bidder shall be treated as "Bidder"</p> <p>Any of the parties of the consortium /JV partner or the Prime Bidder/Lead Bidder may meet the technical criteria. However, the Prime Bidder/Lead Bidder alone should meet the financial criteria.</p>	Copy of the consortium/JV agreement in case of consortium/JV, clearly specifying the role and area of specialization of the individual parties of consortium/JV, duly signed by Consortium/JV parties on Rs. 100 non-judicial stamp paper should be enclosed.	

		If the bidder does not have a Category B, ISP license or higher, then the bidder needs to tie up with at least one such ISP to provide Internet bandwidth. Both the Bidder and the ISP shall form a consortium/JV and should declare the Prime Bidder / Lead Bidder clearly at the time of bidding.		
3.	Legal Entity	Any legal entity duly registered in India is allowed. In case of consortium/JV, the Prime Bidder/ Lead Bidder should meet this criterion.	c) Certificates of incorporation and/ or d) Registration Certificates	
4.	Turnover	The Prime Bidder/Lead Bidder must have annual turnover of at least Rs. 100 Crores solely from ICT Business and IT Services during each of the last Five financial years as on 31.03.2015.	Audited and Certified Balance Sheet and Profit/Loss Account for the last FIVE Financial Years should be enclosed. CA Certificate be enclosed.	
5.	Technical Capability	<p>The Bidder or any of the parties of the consortium/ JV partner must have successfully completed, during last Five financial years as on 31.03.2015, at least the following numbers of Wi-Fi systems & CCTV Surveillance System of value specified herein:</p> <p>Two projects of similar nature for not less than 200 Access Points (AP) in a single work order</p> <p>OR</p> <p>Three projects of similar nature for not less than 100 Access Points (AP) in a single work order</p> <p>AND</p> <p>One Project of similar nature for not less than 100 IP Cameras in a single work order</p>	Copies of work order or contract agreement and the client certificates/Project Sign-off Certificate from client for satisfactory completion of project and showing order value and cost.	
6.	Net Worth	The Bidder or the Prime Bidder/Lead Bidder must have positive net worth & profit making in each of the last five financial years as on 31.03.2015	CA Certificate mentioning net profit should be enclosed.	
7.	Certification	<p>The Bidder or consortium/JV should possess below Certifications at the time of bidding:</p> <p>d) ISO 9001:2008 Certification for System Integration.</p> <p>e) ISO 20000:2011 for IT Service Management (Facility Management Services)</p> <p>f) ISO 27001:2005 for Information Security Management System</p>	The Bidder is required to furnish the copy of valid certification.	

8.	Tax Registration	The Bidder or the Prime Bidder/Lead Bidder should have a registered number of d. VAT/Sales Tax where his business is located e. Service Tax f. Income Tax PAN	Copies of relevant(s) Certificates of Registration.	
9.	Technical Specifications of BOQ items	The quoted product/item should fulfil all the technical specifications laid out in the tender document mentioned in the Annexure (Technical specifications of BOQ items). The Bidder is required to furnish Make, Model / Part number of the quoted item.	The Bidder should enclose relevant catalogues, brochures, etc. in support of all the items quoted in the Bid.	

**Annexure-4: Pre-Bid Queries Format
(On bidder's letter head)**

Name of the Company/Firm: _____

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/Suggestion/Clarification

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

**Annexure-5: Tender Form
(On bidder's letter head)**

1. Addressed to:

Name of the Procuring Entity	Executive Engineer (Elect.-II), Jaipur Development Authority
Address	Jaipur Development Authority Room No. 26, Ground Floor, Main Building, J.L.N Marg, Opp. Birla Mandir, Jaipur Rajasthan 302004
Telephone	0141- 2569696 Extn : 7026

2. Firm Details:

Name of Firm				
Name of Contact Person with Designation				
Registered Office Address				
Address of the Firm				
Year of Establishment				
Type of Firm Put Tick mark	Public Limited	Private Limited	Partnership	Proprietary
Telephone Number(s)				
Email Address/ Web Site	Email:		Web-Site:	
Fax No.				
Mobile Number	Mobile:			
Certification/Accreditation /Affiliation, if Any				

The requisite deposit against Tender Fee, Processing Fee and EMD amounting to Rs. _____/- has been deposited vide Online receipt generated through Bid Participation portal of JDA vide challan No. _____ dated _____.

We agree to abide by all the terms and conditions mentioned in this form issued by the Tendering Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Bid Document for

Provisioning of Wi-Fi Hotspots, Interactive Information Kiosks, Surveillance Cameras, Environmental Sensors, Parking Information System and Remote Kiosks along with Facility Management Services

Page **82** of **99**

Name :	
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

Annexure-6: Bidder's Authorization Certificate
(On bidder's letter head)

To:

Executive Engineer (Elect.-II) [Procuring Entity]
Room No. 26, Main Building,
Jaipur Development Authority, Jaipur

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB Reference No. _____ Dated _____.

He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of Bidder	
Address:	
Authorised Signatory:	
Signed :	
Date :	
Pace :	
Seal of the Organization:	Signature Verified

**Annexure-7: Self-Declaration – No Blacklisting
(On bidder's letter head)**

To:

Executive Engineer (Elect.-II) [Procuring Entity]
Room No. 26, Main Building,
Jaipur Development Authority, Jaipur

In response to the NIB Ref. No. _____ dated _____ for {Project Title} _____, as an Owner/Partner/Director of _____, I/ We hereby declare that presently our Company/ firm _____ or any of our group or associate companies, at the time of bidding, is having unblemished record and is not declared ineligible or has been issued letter for blacklisting for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT or the Procuring Entity.

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

Thanking you,

Name :	
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

**Annexure: 8- Declaration by the Bidder regarding Qualification
Under Section 7 of the ACT
(On bidder's letter head)**

Declaration

In relation to my/our Bid submitted to _____ for procurement of _____ in response to their Notice Inviting Bids No. _____ Dated _____ I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we 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;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition.

Name :	
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

**Annexure-9: Certificate of Conformity/No Deviation/ End of Service Support
(On bidder's letter head)**

To:

Executive Engineer (Elect.-II) [Procuring Entity]
Room No. 26, Main Building,
Jaipur Development Authority, Jaipur

This is to certify that, the specifications of Hardware/Software/FMS 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 Tender/ bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the tender terms & conditions 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 Tender/ bidding Document. The end of service support date will not precede the expiry of warranty for any the items supplied / commissioned by us.

Thanking you,

Name :	
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

**Annexure-10: Undertaking On Authenticity of Items
(On Non-Judicial Stamp Paper of Rs. 100/-)**

To:

Executive Engineer (Elect.-II) [Procuring Entity]
Room No. 26, Main Building,
Jaipur Development Authority, Jaipur

Reference: NIB No. : _____ Dated: _____

This has reference to the items being supplied/ quoted to you vide our bid ref. no. _____ dated _____.

We hereby undertake that all the components/ parts/ assembly/ software used in the equipment shall be genuine, original and new components /parts/ assembly/ software from respective OEMs of the products and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used. In respect of licensed software, we undertake that the same shall be supplied along with the authorized license certificate. Also, that it shall be sourced from the authorized source for use in India.

If this undertaking is found to be incorrect, we at the time of delivery or during installation, for the equipment already billed, agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our BSD/ SD/ PSD for this bid and/ or debar/ black list us or take suitable action against us.

Name :	
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

**Annexure- 11 : Undertaking for functional requirement of Equipments
(Letter Head)**

To:

Executive Engineer (Elect.-II) [Procuring Entity]
Room No. 26, Main Building,
Jaipur Development Authority, Jaipur

Reference: NIB No. : _____ Dated: _____

This has reference to the items being supplied/ quoted to you vide our bid ref. no. _____ dated _____.

We hereby undertake that all the proposed active Network components (like Wireless Controller, Access Points, Radius Server, Network Monitoring Tool and Switches) & Surveillance components (like CCTV Cameras and CCTV VMS Solution) to the extent possible, be from Single OEM.

We hereby further undertake that in cases, where we propose the solution with network & surveillance components (as specified above) from more than one OEM, then we shall furnish Undertaking from all OEM's whose equipments are part of the overall solution thus confirming 100% compliance to required line-by-line technical specifications and complete functional requirements as stated in the bid document, interoperability and performance guarantee for the complete solution (not just part of the overall network solution) comprising of all proposed network components taking complete ownership and responsibility of the complete solution and all network equipments proposed from multiple OEMs.

If this undertaking is found to be incorrect, we at the time of delivery or during installation, for the equipment already billed, agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our BSD/ SD/ PSD for this bid and/ or debar/ black list us or take suitable action against us.

Name :	
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

Annexure-12: Technical Bid Submission Sheet (On bidder's letter head)

To:

Executive Engineer (Elect.-II) [Procuring Entity]
Room No. 26, Main Building,
Jaipur Development Authority, Jaipur

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Document, including Addenda No. _____.
2. We offer Hardware/ Software/FMS for in conformity and in accordance to the Bid Document.
3. Our Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
4. If our Bid is accepted, we commit to obtain a Performance Security in the amount of **5%** of the Contract Price for the due performance of the Contract;
5. Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the eligible countries;
6. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers, if permitted, in the Bidding Document;
7. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by any State/ Central government/ PSU/ UT or the Procuring Entity;
8. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;
9. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
10. We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity;
11. We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity for Bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2012 and this Bidding Document in this procurement process and in execution of the Contract.

Name :	
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

Annexure-13: Financial Bid Submission Sheet (On bidder's letter head)

To:

Executive Engineer (Elect.-II) [Procuring Entity]
Room No. 26, Main Building,
Jaipur Development Authority, Jaipur

We, the undersigned, declare that:

1. 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.
2. I / We hereby confirm that I / We have bid for **all items** mentioned in the Bill of Material (BOM) / Bill of Quantity (BOQ).
3. 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.
4. I / We undertake, if our bid is accepted, to deliver the Services in accordance with the delivery schedule specified in the schedule of Requirements.
5. 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.
6. I / We agree to abide by this bid for a period of days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
7. 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.
8. 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.
9. I/ We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity.
10. We understand that you are not bound to accept the lowest or any bid you may receive.
11. 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.

Name :	
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

Annexure-14: Price Schedule
(Online submission on e-Procurement Portal)

(The rates shall be filled up separately in given format on e-procurement portal with financial bid).

Name of the Procuring Entity :						
Name of Work:						
Bidder Name:						
PRICE SCHEDULE						
Sl. No	Item Description	Units	Rate (In Rs.) FOR destination including of all cost and all taxes except Rajasthan VAT but including CST (if Applicable)	VAT Amount on Units Price (If Applicable) (In Rs.)	Service Tax Amount on Units Price (If Applicable) (In Rs.)	Amount inclusive of all (In Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7) = (4+5+6)
1.	Delivery, Installation, Commissioning, Integration, Development and handover in all respect, including Operation and Maintenance for 5 Years	Lum Sump	The rates shall be filled up separately in given format on e-procurement portal with financial bid (Item wise).			
*Total in Figures						Auto Fill (Do Not Fill)
*Total in Words						Auto Fill (Do Not Fill)

*Instructions for filling Financial Bid in e-tendering portal are given in tender document.

Annexure-15: Bank Guarantee Format – Performance Security (On non-Judicial Stamp Paper)

(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:

Executive Engineer (Elect.-II) [Procuring Entity]
Room No. 26, Main Building,
Jaipur Development Authority, Jaipur

Subject: _____

Reference : Work Order No.....dated

1. In consideration of the Executive Engineer (Elect.-II) [Procuring Entity] , JDA (hereinafter called "JDA") 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. dated for the work "....." (hereinafter called "the said Agreement") of Performance Security Deposit (PSD) for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. (Rupees only), we[Name of Bank with Addresss], (hereinafter referred to as "the Bank") at the request of M/s, do hereby undertake to pay to the JDA an amount not exceeding Rs. (Rupees only) on demand.
2. We[Name of Bank with Addresss], 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 JDA. Any such demand made on the bank by the JDA 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 JDA and We[Name of Bank with Addresss], bound ourselves with all directions given by JDA regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).
3. We[Name of Bank with Addresss], undertake to pay to the JDA 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[Name of Bank with Addresss], further agree that the performance guarantee herein contained shall remain in full force and effective up to and that it shall continue to be enforceable for above specified period till all the dues of JDA under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the JDA 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[Name of Bank with Addresss], further agree with the JDA that the JDA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any

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

6. The liability of us[Name of Bank with Addresss], under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We[Name of Bank with Addresss], lastly undertake not to revoke this guarantee except with the previous consent of the JDA in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the JDA. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only).
9. It shall not be necessary for the JDA to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the JDA may have obtained or obtain from the contractor.
10. We[Name of Bank with Addresss], verify that we have a branch at Jaipur.
11. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
12. 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.

“Notwithstanding anything contained herein:

- (i) Our Liability under this Bank Guarantee shall not exceed Rs./(Rupees Only).
- (ii) This Bank Guarantee shall be valid upto
- (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before
- (iv) The Bank Guarantee shall be kept valid for 6 months beyond (grace period) the completion/commissioning schedule as per phase-3. However, the validity of the BG may be extended on the written request from the client for the specified period.

Date (Signature) Place
 (Printed Name) (Designation)
 (Bank's common seal)

In presence of:

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

(1)

(2)

Bank Details :

Name & address of Bank :

Name of contact person of Bank: Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE “The Bank Guarantee shall fulfil the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same.
6. 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.
7. The contents of Bank Guarantee shall be strictly as per format prescribed by JDA.
8. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
9. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
10. 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:

To:

Executive Engineer (Elect.-II) [Procuring Entity]

Room No. 26, Main Building,

Jaipur Development Authority, Jaipur

Annexure-16: Bank Guarantee Format – BID Security Format (On non-Judicial Stamp Paper)

IRREVOCABLE & UNCONDITIONAL BANK GUARANTEE

(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:

Executive Engineer (Elect.-II) [Procuring Entity]
Room No. 26, Main Building,
Jaipur Development Authority, Jaipur

Sir,

1. In accordance with your Notice Inviting Bid for <please specify the project title> vide NIB Reference No.....Dated (Name & full address of the firm) (Hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document.
2. It is a condition in the bidding documents that the Bidder has to deposit Bid Security (EMD) amounting to <Rs. (Rupees <in words>)> in respect to the NIB Reference No.....Datedissued by Executive Engineer (Elect.-PRN), [Procuring Entity], Jaipur Development Authority, Jaipur (hereinafter referred to as "JDA") by a Bank Guarantee from a Nationalized Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. 120 days from the date of opening of bid). It may be extended if required in concurrence with the bid validity.
3. And whereas the Bidder desires to furnish a Bank Guarantee for a sum of <Rs. (Rupees <in words>)> to JDA as Bid Security.
4. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the JDA of the said guaranteed amount without any demur, reservation or recourse.
5. We, the aforesaid bank, further agree that the JDA shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the JDA on account thereof to the extent of the Bid Security required to be deposited by the Bidder in respect of the said bidding document and the decision of the JDA that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the JDA shall be final and binding on us.
6. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the JDA and it is further declared that it shall not be necessary for the JDA to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the JDA may have obtained or shall be obtained from the Bidder at any time when

proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

7. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted. The BG shall be payable at Jaipur Branch.
8. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
9. The right of the JDA to recover the said amount of <Rs. (Rupees <in words>) from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
10. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. 120 days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.
11. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
12. 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 under the Power of Attorney issued by the bank in your favour.

Date (Signature) Place
 (Printed Name) (Designation)
 (Bank's common seal)

In presence of:

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

(1)

(2)

Bank Details :

Name & address of Bank :

Name of contact person of Bank: Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE “The Bank Guarantee shall fulfill 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 Nationalized Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same.
6. 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.
7. The contents of Bank Guarantee shall be strictly as per format prescribed by JDA.
8. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
9. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
10. The validity of the Bank Guarantee shall be kept at least for 120 days from the date of opening of Part – I Bid.
11. 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:

To:

Executive Engineer (Elect.-II) [Procuring Entity]
Room No. 26, Main Building,
Jaipur Development Authority, Jaipur

Annexure–17: Agreement (On Non-Judicial Stamp Paper of Rs. 1,000/-)

Agreement

THIS AGREEMENT made on this day of between of (herein after “the Procuring Entity”), of the one part, and Of (here in after “the Supplier”), of the other part:

Whereas the procuring Entity invited Bids for Supply of Network Switches and has accepted a Bid by the Supplier for the sum of (herein after “the Contract Price”).

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) The Procuring Entity's Notification to the Supplier of Award of Contract And Award of Services;
 - b) Pre-Qualification / Eligibility Criteria ;
 - c) Scope of Work ;
 - d) Instruction to Bidder (ITB) ;
 - e) General Terms & Condition of Bid & Contract ;
 - f) Special Terms & Conditions of Bid & Contract ;
 - g) The Notice Inviting Bids ; and
 - h) All Annexure’s.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity for Supply of Network Switches and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the Supply of Network Switches and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For the Supplier

Name:
Designation :
Address :
Signed by:
Witness 1 :
Witness 2:

**For the Procuring Entity (On behalf of JDA/
the Procuring Entity)**

Name
Designation
Address :

**Annexure-18: Memorandum of Appeal under the Rajasthan Transparency in
Public Procurement Act, 2012**

FORM No. 1

[See rule 83]

**Memorandum of Appeal under the Rajasthan Transparency in Public
Procurement Act, 2012**

Appeal No _____ of _____
Before the _____ (First / Second Appellate Authority)

1. Particulars of appellant:
 - (i) Name of the appellant:
 - (ii) Official address, if any:
 - (iii) Residential address:
2. Name and address of the respondent(s):
 - (i)
 - (ii)
 - (iii)
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:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal:

_____(Supported by an affidavit)
7. Prayer:

Place : _____

Date : _____

Appellant's Signature