

Notice Inviting Bid

Name of Work:

Provisioning & Integration of Wi-Fi Hotspots, Interactive Information Kiosks, Surveillance Cameras, Environmental Sensors, Structural Sensors, Smart lighting solution and Remote Kiosks along with Facility Management Services for 3 years under Phase 3

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

PB-SF-201, Room No. 201, Second Floor, Parking Building, Ram Kishore Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302 004 (Rajasthan)

No. JDA/EE (Elect.-II) / Smart City / 2016-17/D- SP- L दिनांक 06/10/2016

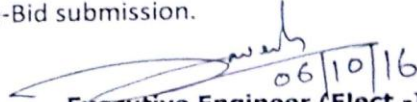
NOTICE INVITING BID

NIB No.: JDA/Ex. Eng. Elect.-II/05/2016-17

Online Bids are invited up-to 5:00 PM of 09/11/2016 for "Provisioning & Integration of Wi-Fi Hotspots, Interactive Information Kiosks, Surveillance Cameras, Environmental Sensors, Structural Sensors, Smart lighting solution and Remote Kiosks along with Facility Management Services for 3 years under Phase 3". The last date for Applying Bid and making online payment on JDA portal is up-to 5:00 PM of 09/11/2016. Details may be seen in the Bidding Document at our office or the State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in.

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jda.urban.rajasthan.gov.in
For participating in the Bid, the Bidder has to 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 for online e-Bid submission.


Executive Engineer (Elect.-II)
Procuring Entity

Detailed NIB	
Name & Address of the Procuring Entity	<ul style="list-style-type: none"> ➤ 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 & Integration of Wi-Fi Hotspots, Interactive Information Kiosks, Surveillance Cameras, Environmental Sensors, Structural Sensors, Smart lighting solution and Remote Kiosks along with Facility Management Services for 3 years under Phase 3
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.jda.urban.rajasthan.gov.in
Website for online Bid application and payment *	<ul style="list-style-type: none"> ➤ Website: www.jda.urban.rajasthan.gov.in ➤ 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. 400.00 Rupees (Four Hundred only) ○ RISL Processing Fee: Rs. 1000.00 (Rupees One Thousand only) ○ Requisite Bid Security Deposit
Estimated Procurement Cost	➤ INR 25,00,00,000.00 (Rupees Twenty Five Crore Only)
Bid Security Deposit	<ul style="list-style-type: none"> ➤ 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 ➤ In case of Departments' of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government shall submit a bid securing declaration in lieu of bid security.
Date/ Time/ Place of Pre-Bid	<ul style="list-style-type: none"> ➤ Date / Time 20.10.2016 at 4.00 PM 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 18/10/2016 by 05:00 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)
Applying Bid and making Online Payment on JDA portal	<ul style="list-style-type: none"> ➤ Start Date: 10/10/2016 at 05:00 PM onwards ➤ End Date: 09/11/2016 at 05:00 PM ➤ In case EMD in form BG Original Bank Guarantee is to be submitted in Room No. MB-SF-226 of Main Building, Jaipur Development Authority by 09/11/2016 by 3:00 PM.
Bid Submission on e-Procurement Portal of GOR	<ul style="list-style-type: none"> ➤ Start Date: 10/10/2016 at 05:00 PM onwards ➤ End Date: 09/11/2016 at 05:00 PM
Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> ➤ 11/11/2016 at 04:00 PM ➤ PB-SF-201, Room No. 201, Second Floor, Parking Building, Ram Kishore Vyas Bhawan, 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 payment services or 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.

-Sd-

Executive Engineer (Elect.-II)
Procuring Entity

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 :	XXXXXXXXXXXXXX
Bid Title :	Testing		
Bid Value :	300000	Bid Opening Place :	Manthan Hall, Jaipur Development Authority

Bidder Detail

Name of Entity :	XXXXXXXXXXXXXX	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 Contract
AoS	Award of Service
BoS/ BoO	Bill of Service/Bill of Quantity
BG	Bank Guarantee
Day	A calendar day as per GoR/ GoI.
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
QGR	Quarterly 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** 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.
- 5.0** JDA under phase 1 and 2 has already initiated the process of developing Jaipur City as a Smart City with the use of IT/ICT based interventions. In this regard, tender for phase 1 and 2 were floated for provisioning of Wi-Fi Hotspots, Interactive Information Kiosk, Remote Kiosk for Government Services, IP Surveillance, Environmental Sensor, Parking Information system and smart Lighting solutions along with Facility Management Services at selected locations of Jaipur City.
- 6.0** The Public Wi-Fi and associated wired network in each of the key locations identified in the City 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.
- 7.0** Technology has enabled a paradigm shift with “Smartness” shaping up all future developments. JDA has been working towards time bound development activities based on major scientific and hi-tech strategies to create a state-of-the-art city.
- 8.0** JDA has started rendering multiple services through IT based e-governance platforms to deal with issues of land, public grievances, notifications, information, tendering, records and a whole ambit of development issues.

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 3 financial years as on 31.03.2016	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". The maximum nos. of consortium/JV partner should be 3.</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. The agreement should also clearly define the Prime Bidder/Lead Bidder and should be individually and jointly signed by each of the Consortium/JV parties.
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. 75 Crores solely from ICT Business and IT Services during each of the last 3 financial years as on 31.03.2016.	Audited and Certified Balance Sheet and Profit/Loss Account for the last 3 Financial Years should be enclosed. CA Certificate be enclosed.
5.	Technical Capability	The Bidder or any of the parties of the consortium/ JV partner must have successfully completed, during last 3 financial years as on 31.03.2016, at least the following numbers of Wi-Fi	Copies of work order or contract agreement and the client certificates/Project Sign-off Certificate from client for satisfactory

		<p>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>	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 3 financial years as on 31.03.2016	CA Certificate mentioning net profit should be enclosed.
		The bidder shall have bank Solvency certificate not less Rs. 60 Crores (issued date shall not be more than 06 months from the date of release of RFP).	Certificate from Bank
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 fulfill 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.

- Any bid failing to meet the above eligibility criteria shall be disqualified and will not be considered for Technical Evaluation.
- Change in Eligibility Criteria: If there is a change in the status of the bidder with reference to any of the eligibility criterion specified above, during the bid process till the award of the project, the bidder should immediately bring the same to the notice of JDA.

- For the purpose of the criterion, turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.
- Moreover, the Bidder should provide the experience details of Projects undertaken by it or its consortium members or JV entity as the case may be, only. Project experience of the Individual Bidder's parent company or its subsidiary or Consortium Members' parent company or its subsidiary (who are not Members of the Consortium) will not be considered. Implementation or operation and maintenance experience of parent/subsidiary/associate company (ies) of the Bidder or its consortium members or JV entity as the case may be would not be considered for evaluation.

Section 3: Project Objective & Broad Scope of Work

- 1.0** The broad scope of work will include Provisioning, Expansion & Integration of Wi-Fi Hotspots & IP based Surveillance, Interactive Kiosks, Remote Kiosk with Government Services,, Smart Lighting, Environmental Sensors, Structural Sensors, Data Center Switching & Routing Solution, and Digital Platform for Smart City Solution along with Facility Management Services at the selected locations as well at NOC at JDA HQ as per bid Document. Details of solution wise locations selected are annexed at Annexure -1.
- 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 envisaged solution requirement for Phase 3 is listed below;
- Expansion & integration of Wi-Fi Hotspots
 - Expansion & integration of IP Surveillance
 - Expansion of Interactive Information kiosk
 - Expansion of Remote Kiosks for Government Services
 - Expansion of Smart Lighting
 - Structural Sensor to monitor the health status of various structures/bridges
 - Expansion of Data Center Switching and Routing Solution
 - Virtualized AAA Solution for network devices
 - Integrated Operation Center at JDA NOC

Existing System Integration

It is also envisaged that in phase 3 the same infrastructure will be used, upgrade, expand and integrate with for the above services;

Existing System details

- Wi-Fi Hotspots
- Interactive Kiosks,
- Remote Kiosks for Government Services
- IP Surveillance Cameras,
- Smart Lighting solution
- Environmental Sensors
- Parking Information System
- Digital Platform for Smart City Solution
- Facility Management Services for Smart City Services

4.0 Existing infrastructure details

JDA Smart City Project is divided into two phases, Phase-I and Phase-II is being managed by two different system integrators. Currently in JDA NOC, there are 2 Internet Routers, 3 Wireless controllers, 4 Firewall with IPS capabilities, 2 Aggregation switches, few power over Ethernet (PoE) access switches, 3 Rack servers, 2 Unified Communication servers, Interactive Kiosk Platform, Remote Expert Platform, Video management solution & 4 Server based Storage for video management solution, an Integrated City Dashboard to monitor smart parking, smart lighting and Environmental sensor data

The new deployment will have to integrate with existing JDA Network Operations Centre IT equipment's as well as to be reused wherever possible to minimize the Capex and ensure seamless operations.

To accommodate the new requirements, the bidder has to provide additional licenses. If required new hardware's may also be proposed, however the new proposed hardware's must be fully compatible with existing hardware.

In phase-3, the wireless controllers, i.e., part of phase-2 must be re-utilized. Existing wireless access points that is available with JDA as part of stock inventory, will be utilized in phase-3 & needs to be installed at various predefined locations.

In phase-3, the video management solution, i.e., part of phase-2 must be re-utilized. Existing IP cameras that is available with JDA as part of stock inventory, will be utilized in phase-3 & needs to be installed at various predefined locations.

All new solutions that would be provided as part of Phase-III implementation should be seamlessly integrated to existing Integrated City Dashboard.

5.0 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 3 years. After completion of 3 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) 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.
- 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.

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

6.0 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 2 phases as under -

- Implementation phase - 6 months** from date of award of contract, with milestones as under -

S. No	Solution milestone	Completion period
1.	Expansion of JDA NOC and handing over to JDA IT Cell	4 months
2.	Expansion of Interactive kiosk and Remote Kiosks for Government Services	4 months
3.	Expansion of Smart Lighting	6 months
4.	Expansion of Wi-Fi Hotspots & IP Surveillance and Structural Sensor to monitor the health status of various structures/ bridges	4 months

- O&M Phase - 3 years** from the successful execution / completion of the Implementation phase

7.0 Payments Terms

- Payment of **70%** of the total contract value shall be made based on below milestone achieved by the Bidder;

S. No	Solution milestone	Payment
5.	Expansion of JDA NOC and handing over to JDA IT Cell	40%
6.	Expansion of Interactive kiosk and Remote Kiosks for Government Services	10%
7.	Expansion of Smart Lighting	40%
8.	Expansion of Wi-Fi Hotspots & IP Surveillance and Structural Sensor to monitor the health status of various structures/ bridges	10%

- Payment of remaining 30% of the total contract value to be paid @10% annually in 3 years for FMS services. The payment shall be made on quarterly basis @2.5% 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 fulfillment 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.

8.0 Service Level Agreement

1. SERVICE AVAILABILITY

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

- SLA Requirement – Average uptime should be $\geq 97\%$ per site per quarter. Site means 75% of the equipment up.
- 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 QGR amount
Average Uptime between 90% - 93%	2% of the QGR amount
Average Uptime below 90%	5% of the QGR amount

b. UPTIME (Core System Availability):

- SLA Requirement – Average uptime should be $\geq 97\%$ per quarter.
- 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 QGR amount
Average Uptime between 90% - 93%	2% of the QGR amount
Average Uptime below 90%	5% of the QGR amount

c. THROUGHPUT (Band Width):

- SLA Requirement – Average throughput should be $\geq 90\%$ per quarter.
- 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 QGR amount
Average Throughput between 70% - 80%	2% of the QGR amount
Average Throughput below 70%	5% of the QGR amount

2. SLA Manpower Requirements :

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
2.	System / Network Administrator (16X6)	3	CCNA certified professionals with minimum 5 years experience

- In addition to above professionals, to meet out the SLA, the bidder shall provide professionals / personnels for site as well as at JDA NOC.
- The above 3 nos. CCNA certified professionals shall be under the control of JDA IT Cell.
- 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 :-

9.0 Project Objective and Scope

Supply, installation, testing and commissioning of all systems as per below sections and providing services for 3 Years. Below listed objectives are envisaged from this project;

1. Expansion of Wi-Fi Hotspots

Jaipur Development Authority (JDA) has already deployed smart Wi-Fi hot spot across multiple locations throughout the city of Jaipur using Indoor & Outdoor Wireless Access Points (WAP). The Public Wi-Fi and associated wired network in each of the key locations needs to be deployed as part of Phase-3 extension so that a world class wireless experience can be extended to further locations of Jaipur.

Below are the device inventory as part of Phase-2 & Phase-1 project. The below devices needs to be installed at various pre-defined locations based upon the requirement & site survey.

Elements	Series	Stock
Phase-2	Device Details	Qty
Indoor WAP	AIR-CAP1702I-D-K9	0
Outdoor WAP	AIR-CAP1532E-D-K9	66
Indoor PoE Switch	WS-C3560CX-12PC-S	5
Outdoor Switch	IE-3000-4TC	37
Phase-1	Device Details	Qty
Outdoor WAP	AIR-CAP1532I-D-K9	33
Indoor WAP	AIR-CAP1702I-D-K9	2

All the available WAP should be registered to existing Wireless Controller (WLC 5520) placed at JDA NOC.

There will be approximately 10 new locations as part of Phase-3 project, where these WAP needs to be implemented. Bidder has to provide adequate internet bandwidth at each WAP at each of the predefined locations. Bidder will be provided switches from JDA side for the sites that belong to JDA premise.

2. Interactive Kiosks (i-Kiosks)

Interactive information platform transforms customer experiences with interactive digital media. With this solution, business and public agencies can deliver interactive content and information in real time, improving loyalty and revenues, while increasing efficiencies in business processes.

A key component of the interactive information experience platform is the Interactive Experience Clients, Interactive Computing and Collaboration Devices that deliver interactive web applications and rich media content on a scalable platform. These Interactive Information platforms provides power engaging customer experiences on interactive displays and kiosks to end users in retail stores, bank branches, and transit points (train stations, bus transit centres, and airports)

JDA already have deployed few Interactive Kiosks (i-Kiosk) as part of Phase-1 & Phase-2. By increasing the number of i-Kiosk, citizen centric services can be provided to the masses in a much better way & digitized way. The same platform can be even used for monetization purpose.

The following are expected out of the Interactive Kiosk Solution:

- Quick and easy information access for citizens and tourists
- Show environmental data on the Kiosk screen
- Navigate through city maps
- Access various services like bus ticketing, train ticketing etc
- Integrate various services provided by the city administration as and when needed.

3. Expansion of Remote Kiosks for Government Services

Gives citizens convenient, cost-effective, face-to-face access to government representatives and services from remote locations with Central Remote Expert Smart Solution for Government Services. Remote Expert Manager software, a touch screen monitor, and a document scanner, all conveniently located in the point of delivery (POD), make sharing documents and collaborating together simple.

Placing a POD in a convenient location close to citizen residences and workplaces reduce both the cost of serving the public and carbon footprint.



JDA already have deployed few REGS as part of Phase-1 & Phase-2. By increasing the no of REGS, citizen centric services can be provided in a more personalized & digitized way.

Capabilities:

- High-quality citizen services delivered remotely yet in a face-to-face interaction
- Virtual pool of experts in a centralized environment, maximizing the effectiveness and reach of their knowledge base
- Fast and easy access to expert government services thus increasing citizen engagement and satisfaction
- Cost reduction through real estate consolidation resulting from centralization of expert resources
- Carbon footprint reduction and better traffic flow management as citizens no longer need to travel long distances to government centres.

4. Expansion of IP Surveillance Solution :

City Safety and Security solution helps protect cities against crime, terrorism, and civil unrest. It helps law enforcement agencies to monitor public areas, analyze patterns, and track incidents and suspects, enabling quicker response.

- Help for more effective operations
- Quicker response to incidents
- Increased situational awareness
- Increased attractiveness to businesses and workers
- Improved planning and resource allocation
- Improved communications about incidents

Below are the device inventory as part of Phase-2 & Phase-1 project. The below devices needs to be installed at various pre-defined locations based upon the requirement & site survey.

Elements	Series	Stock
Phase-2	Device Details	Qty
Type-01 PTZ Camera	CIVS-IPC-6930	20
Type-02 Bullet Camera	CIVS-IPC-6400E	0
Type-03 HD Box Camera	CIVS-IPC-6500PD	69
Type-04 Dome Camera	CIVS-IPC-7530PD	56
Type-05 Kiosk Camera	CIVS-IPC-6050	0
Outdoor PoE Switch	IE-3010-16S-8PC	30
Phase-1	Device Details	Qty
Fixed Camera	CIVS-IPC-6400E	15
PTZ Camera	CIVS-IPC-6930	14
Indoor PoE Switch	WS-C3560CX-12PC-S	12
Outdoor Switch	IE-2000-16PTC-G-E	2

No new switches or cameras will be purchased by JDA as part of Phase-3 expansion part. Bidder must ensure that local MPLS/P2P connectivity is provisioned at all these locations till the switch point along with necessary cables/connectors etc. Bidder will be provided switches from JDA side for the sites that belong to JDA premise.

To register these cameras, existing Video Management System (VSM 7.x) that is housed at JDA NOC must be used. Currently there are 2 VSM servers are running to support JDA IP cameras. JDA is the process of integrating both these standalone VSM servers work as a single VSM solution so that all these cameras can be registered & their video feed is stored in the integrated VSM server.

Note: All the selected locations in Phase 3, bidder has to arrange network connectivity with appropriate bandwidth to run the above services.

5. Expansion of Smart Lighting

Electric streetlights are essential elements of a municipal environment. They affect residents' sense of safety and place while influencing a city's ability to create an inviting environment for business and tourism. Unfortunately, outdoor lights are also a major energy draw.

To reduce electrical demand, cities are moving a large percentage of outdoor lighting fixtures toward light-emitting diode (LED) technology. This global transition can be a gateway to adopting a common platform on which to launch a number of smart-city solutions.

The Authority has already deployed smart lighting solution and is looking for expansion of upto 2100 smart lighting nodes.

6. Structural Sensor to monitor the health status of various structures/bridges

A structural sensor is primarily used for monitoring cracks in the public structures such as buildings and bridges. It can detect displacements as small as 10 micrometers as well as oscillations and dilations. This sensor is primarily used for Structural Health Monitoring.

This sensor should communicate its readings over a wireless network connection either using 3G GPRS or Ethernet or Wireless option.

This data should be available to the 3rd party software using well documented APIs.

7. Expansion of Data Center, Switching and Routing Solution

In Phase-1 & Phase-2, there are multiple standalone aggregation switches are being used at JDA NOC that are acting as Core Switch. However, these switches are acting as aggregation switch rather than Core Switch as these are not highly reliable in nature as they don't have built-in main controller card or SUP redundancy as well as don't support multiple line cards to terminate the field switch uplink ports.

Further, Internet Router also needs to be upgraded from existing 5Gig capacity to 10Gig capacity so that it can handle traffic load of Phase-3. Additional 8 Port card should also be provided along with necessary optics.

8. Virtualized AAA solution for network devices

Currently there is no AAA (Authentication, Authorization & Accounting) mechanism in place in JDA network. AAA ensures that every network device is managed centrally by AAA server post validation is who is doing what in which network device at what time. Hence JDA sought for an appliance based AAA solution. The proposed solution must ensure that all activities interim device login & configuration changes are logged in the AAA server & helps in future investigation purpose.

9. Integrated Operation Centre at JDA NOC

Integrated Smart City Platform

Smart City Integrated Operations Platform (SCIOP), Role of the Smart City Integration Operations Platform (SCIOP)

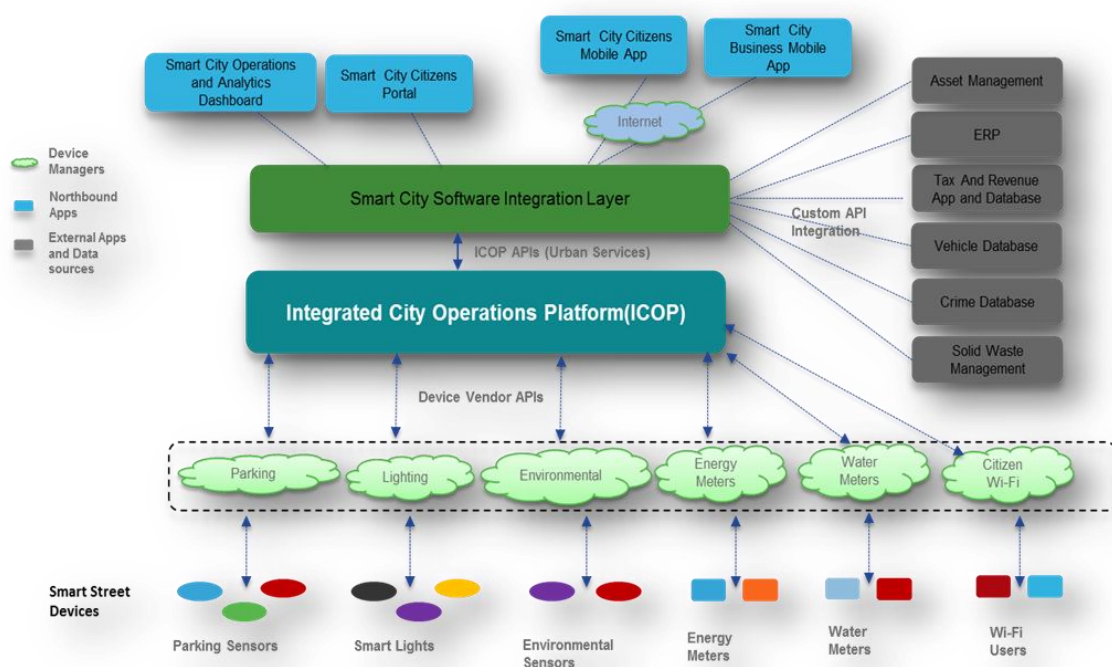
It is envisaged that the city will implement multiple Smart City use cases over a period of time. The potential example Smart City use cases are-

- Smart Outdoor Lighting
- Smart Parking
- Smart Traffic Management
- Public Safety and Safe City Operations
- Public Wi-Fi and Urban Service Delivery over Public Wi-Fi
- Kiosks for Citizen Information
- Citizen Interactive Kiosks for Urban Service Delivery
- Environmental Monitoring

The City administration intends to use operations applications for monitoring and operating each of the above services. While each agency delivering each of these solutions will have their own operations applications individually, the true value of Smart City is delivered when there is a consolidated and integrated view of all of these operations for the administrators. Also, when one agency application is able

As part of an ongoing Smart City project, Jaipur City has deployed City Infrastructure Management as Smart City integrated platform and will have information about Smart Parking, Environmental Monitoring and Wi-Fi business data. The bidder is expected to leverage this platform to integrate new services like Smart Lighting into this platform. The capabilities of this platform are described below.

The Figure below represents how the Integrated City Operations Platform plays a role of the key middleware platform for delivering Urban Services. The following sections describe the various capabilities of the proposed Integrated Operations Platform.



This platform is expected to integrate various urban services devices at the street layer so that urban services applications can be developed on top of this platform independent of the technology that is used in the devices. Following are the integration capabilities from this platform

- Integrate devices using their APIs in to this platform. For example, if the City wants to deploy Smart Parking solution, this platform should have the ability and provision to write adaptors which interface with the parking sensors or

management software of the parking sensors to collect parking events, data and alerts and notifications from the devices and their software managers.

- The platform should be able to integrate any type of parking sensor irrespective of the technology used. For example, some parking sensors might use RF technology like LoRa or ZigBee to communicate the data and events, some might use GPRS or some might use Wi-Fi. Some parking sensors might use infra-red based detection, some might use magnetic field based detection or combination of the both where as some might use a video camera to detect parking occupancy. Irrespective of the technology, the platform should be able to integrate with these devices and their software managers and provide the data from such devices in a normalized and standard based data models.
- The same logic and requirement applies to various other urban services devices like LED control nodes, water meters, energy meters, environmental sensors, waste bin sensors, device embedded in connected vehicles etc.
- It is expected that this platform
 - ✓ Enables the City and its partners to define a standard data model for each of the urban services domains (i.e. Parking, lighting, kiosks etc....)
 - ✓ Enables City and/or its partners to write software adaptors based on the API(s) provided by device vendors and have the ability to control, monitor and collect the data from these street devices
 - ✓ Normalizes the data coming from different devices of same type (i.e. Different lighting devices etc...) and provide secure access to that data using data API(s) to application developers
 - ✓ Provides urban services API(s) to develop operation applications for each of the Urban Services domains. For example, the lighting operator of the City should be able to develop a City Lighting management application based on the API(s) provided by the platform. This lighting application should also have the ability to access data from other domains like environment based on the access control configured in the system.
- The integrated operations platform should also have the following capabilities
 - ✓ Create different users and roles for users.
 - ✓ The platform should allow different roles to be created and assign those roles to different access control policies.
 - ✓ Since this platform is being used for managing Cities, the platform should also allow association of users and locations. For example, the platform should allow creation of locations in the system which correspond to various physical locations in the city and allow the admin to associate different users to different locations with the intent that each user can control only services for a location for which has been given access.
 - ✓ The platform should have capability to provide access to real time data and historical data from various connected devices for reporting and analytics.
 - ✓ The access to data should be highly secure and efficient.
 - ✓ Access to the platform API(s) should be secured using API keys.

- Currently City has developed dashboard and mobile applications on City Infrastructure management platform. It is expected that the as part of this project, the bidder will develop any new applications leveraging the City Infrastructure Management platform.

Functional requirement of Smart Lighting

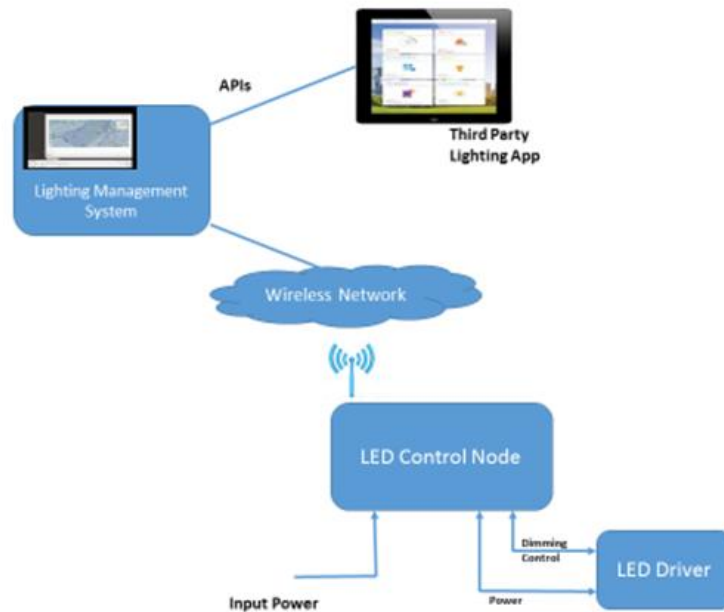
Electric streetlights are essential elements of a municipal environment. They affect residents' sense of safety and place while influencing a city's ability to create an inviting environment for business and tourism. Unfortunately, outdoor lights are also a major energy draw.

To reduce electrical demand, cities are moving a large percentage of outdoor lighting fixtures toward light-emitting diode (LED) technology. This global transition can be a gateway to adopting a common platform on which to launch a number of smart-city solutions.

Smart lighting should meet below functional requirement;

- The sensors based street lighting system capable to provide the real time data
- Cloud or on-premise Lighting Operation and Management platform, Integrate with City Infrastructure Platform
- Ability to send commands to the smart street lighting system based on the data analytics to increase/decrease the luminosity as per the Day light and weather conditions.
- Individual switch on/off, increase/decrease luminosity as per the command received from the Lighting Operations Management software
- Policy based Operation via the Lighting Operations Management software
Example: set up policies like light up alternate lights during low traffic density, increase the luminosity of the lights as per the dullness of the day lights
- Real time status of the Smart Lighting System on a city map view of the Lighting Operations Management software.

The integration of Outdoor LED luminaries with a control node will look something like below



Functional requirement of Kiosks

Give citizens convenient, cost-effective, face-to-face access to government representatives and services from remote locations with Central Remote Expert Smart Solution for Government Services. Remote Expert Manager Software, a touch screen monitor, and a document scanner, all conveniently located in the point of delivery (POD), make sharing documents and collaborating together simple.

10. Training

The selected System Integrator (SI) along with their OEM partner(s) has to impart training to JDA Technical team covering the broad areas covered under this RFP, for them to smoothly run the operations and establish basic understanding of functionality of use cases being implemented under this RFP.

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-proc.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. This bid security exemption certificate from appropriate authority shall be uploaded on JDA website portal along with receipt of Bid cost and RISL fees.
- 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-conformity 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) Initially the Performance security for 10% amount of the Contract value shall be furnished in the form specified as above, which shall be kept valid upto 90 days beyond the schedule date of completion of the project i.e. 6 months as specified in the NIB; which shall be released after successful implementation of the project and thereafter another Performance Security @10% of the 30% of the Contract Value shall be submitted valid upto 90 days beyond the schedule date of completion of 3 years O&M period after successful completion of the project.
- 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 authorized 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 there from, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- h) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
- i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
- j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- k) "Supplier/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.

- I) "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 and 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 prorata 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/Penalty for delay** : In case of extension in the delivery and/or installation/completion/commissioning period is granted with penalty / liquidated damages, the recovery for the un-finished work on pro-rata basis for each milestone, 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 for the individual milestone as in the RFP : -

No.	Condition	LD %*
A	Delay up to one fourth period of the prescribed delivery period & completion of work	2.5 %
B	Delay exceeding one fourth but not exceeding half of the prescribed delivery period & completion of work	5.0 %
C	Delay exceeding half but not exceeding three fourth of the prescribed delivery period & completion of work	7.5 %
D	Delay exceeding three fourth of the prescribed delivery period, & completion of work	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% for the individual milestone
 - c. The percentage refers to the payment due for the associated milestone.
 - d. The LD shall be levied if delay is attributable to the Bidder only.
- 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 willful 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

- 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.
- If JDA terminates the contract in whole or in part, full amount of PSD shall stand forfeited.
- 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

- 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.
- 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.
- 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. 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
System/Network Administrator	Rs. 1500.00 per resource per absent days

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

Annexure: Locations

Wi-Fi Hot Spots	
S.No	Location
1	Jaldhara, JLN Marg
2	Ashok Udhyan, C-Scheme
3	Hanuman Nagar Extn. Park, Vaishali Nagar
4	Malviya Nagar Hans Marg Park
5	Malviya Nagar 'A' Block Park
6	SMS Stadium
7	Chitrakoot Stadium, Vaishali Nagar
8	Dashehra Maidan, Adarsh Nagar
9	JDA Campus
10	Sawan Bhado Park, Ram Niwas Graden
11	Central Park, C-Scheme (remaining portion)
12	Jawahar Circle, JLN Marg (remaining portion)
Video Surveillance	
1	JDA Campus
2	Sculptures installed by JDA at -
3	<ul style="list-style-type: none"> Rambagh Chauraha, Tonk Road
4	<ul style="list-style-type: none"> Opp Raj Mahal, Sardar Patel Marg
5	<ul style="list-style-type: none"> Ashram Marg, Tonk Road
6	<ul style="list-style-type: none"> Bajaj Nagar Mode, Tonk Road
7	<ul style="list-style-type: none"> Arjun Statue, in front of SMS Stadium gate, Tonk Road
8	<ul style="list-style-type: none"> Amar Jawan Jyoti, Janpath
9	<ul style="list-style-type: none"> Pani Pench, Sikar Road
10	Sawan Bhado Park, Ram Niwas Graden
11	Central Park, C-Scheme (remaining portion)
12	Jawahar Circle, JLN Marg (remaining portion)
Interactive Information Kiosks	
1	Jaipur Railway Station - 5 nos.
2	Jaipur International Airport, Terminal -2 - 1 no.
3	Sindhi Camp Bus Stand - 2 nos.
4	Gandhi Nagar Railway Station - 1 no.
5	Durgapura Railway Station - 1 no.
6	Jagatpura Railway Station - 1 no.

Structural Sensors	
1	Tonk Phatak Bridge (ROB), Tonk Road
2	Sitapura Flyover Bridge (ROB), Tonk Road
Interactive Remote Kiosks for Govt Services (REGS)	
1	Goner Village, JDA, Jaipur
2	Sanganer (Sub-Registrar office)
Smart Lighting Solutions	
1	Providing and Fixing of Street light from Ambabari shopping centre to Biyani college to Parshuram circle to Sector 10 circle, Sikar Road to Swarna Jayanti Garden, Mandir Mod to JP colony bus stand, Park opposite to Sector - 2/275 and park between Lalpuria and LIC, vidhyadar Nagar Jaipur. (Approx. No. of Poles - 344 nos. and no of Lights - 688 nos. with approx total length of 10.5 Km)
2	Providing and Fixing of Street light On sector roads Narayan Vihar, Jaipur (Approx. No. of Poles - 165 nos. and no of Lights - 330 nos. with approx total length of 5.0 Km)
3	Providing and Fixing of Street light from southern bypass via Sawai Gaitor (Approx. No. of Poles - 206 nos. and no of Lights - 206 nos. with approx total length of 6.2 Km)
4	Providing and Fixing of Street light from Niwaru village to Lalchandpura vilage (Approx. No. of Poles - 190 nos. and no of Lights - 190 nos. with approx total length of 5.75 Km)
5	Providing and Fixing of Street light from NH-11 to Goun Sabji Mandi, Bassi, ZONE-13A, JDA , Jaipur (Approx. No. of Poles - 312 nos. and no of Lights - 312 nos. with approx total length of 9.5 Km)
6	Providing and Fixing of Street light from Shivdasapura to Bada Padampura village, Jaipur (Adharsh Village) (Approx. No. of Poles - 190 nos. and no of Lights - 205 nos. with approx total length of 5.76 Km)
7	Providing and Fixing of Street light from Shivdasapura to Chandlai village (Approx. No. of Poles - 130 nos. and no of Lights - 130 nos. with approx total length of 4.0 Km)
Environmental Sensors	
1	Jaldhara, JLN Marg
2	Ashok Udhyan, C-Scheme
3	Hanuman Nagar Extn. Park, Vaishali Nagar
4	Malviya Nagar Hans Marg Park
5	Dashehra Maidan, Adarsh Nagar
6	JDA Campus
7	Rambagh Chauraha, Tonk Road
8	Opp Raj Mahal, Sardar Patel Marg
9	Ashram Marg, Tonk Road
10	Bajaj Nagar Mode, Tonk Road
11	Amar Jawan Jyoti, Janpath

12	Pani Pench, Sikar Road
13	Jaipur International Airport, Terminal -2 - 1 no.
14	Sindhi Camp Bus Stand - 2 nos.
15	Sanganer (Sub-Registrar office)
Network Operations Centre (NOC)	
1	Expansion of Data Center, Switching and Routing Solution, Virtualized AAA Solution for network devices and Integrated Operation Center at JDA NOC

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	Internet Bandwidth			Minimum Internet Bandwidth of 10 Mbps Per AP ensuring minimum 1 Mbps per user
2	Cables, Poles, any other Accessories as needed	Lot	As needed	
Surveillance Solution				
1	Internet Bandwidth			Minimum Bandwidth of 2.1 Mbps per surveillance camera should be ensured
2	Cables, Poles, any other Accessories as needed	Lot	As needed	
Interactive Kiosk & REGS				
1	Interactive Kiosk with Protective Shell, Touch Screen, Backhand Client	Unit	11	3 Year NBD OEM Warranty
2	Remote Kiosk with Protective Shell, Document Camera, Touch Screen for Video Call Setup & Touch screen for Content with Point of Delivery	Unit	2	3 Year NBD OEM Warranty
Environmental Sensor				
1	Environmental Sensor with mounting kit, power kit, SIM cards (if needed be as part of solution) etc	Unit	15	3 Year NBD OEM Warranty
Smart Lighting				
1	Smart Lighting node with Individual Light Control	No.	Approx 2000	3 Year NBD OEM Warranty
2	Smart LED Light Luminaries (Min 120 watts) with ARM & mounting accessories	No.	Approx 2000	3 Year NBD OEM Warranty
3	Spare provisioning @ minimum 10% for smart lighting infrastructure.	Lot	10% of total	3 Year NBD OEM Warranty
4	Pole Installation as per site requirement	No.	Approx 1600	Standard Warranty
Structural Sensing for monitoring the health of bridges and flyovers				
1	Structural Sensor with Mounting and fitting accessories for 2 locations	No.	10	OEM Subscription, Support & Licensing for 3 Years
Integrated City Operation Center and Expansion of Data Centre Solution				
1	Integrated City Operation Centre Software and Services & Integration of New Services with City Infrastructure Software	Set	1	OEM Subscription, Support & Licensing for 3 Years
2	Kiosks Management Application and Centre infrastructure update	Set	as required	OEM Subscription, Support & Licensing for 3 Years
3	Server infrastructure to run City Operation Centre Software	Set	as required	OEM Subscription, Support & Licensing for 3 Years
4	Remote Kiosk for Govt Services - Centre	Set	as required	OEM Subscription,

	infrastructure Update			Support & Licensing for 3 Years
5	Converged Server & Storage Solution	Set	1	OEM Subscription, Support & Licensing for 3 Years
6	Data Centre - Core Switch (including SFP's as per the technical compliance & necessary Ethernet & Fiber patch cords)	No.	2	OEM Subscription, Support & Licensing for 3 Years
7	Data Centre – Upgradation of ASR 1000 Series Internet Router with 8 Port Expansion & Performance Upgrade License upto 10Gig (including SFP's as per the technical compliance & necessary Ethernet & Fiber patch cords)	No.	2	OEM Subscription, Support & Licensing for 3 Years
8	Virtualized AAA Server along with necessary Application	No.	1	OEM Subscription, Support & Licensing for 3 Years
9	IP Phone Enhanced License on existing Business Edition (BE 6000)	Set	1	OEM Subscription, Support & Licensing for 3 Years
10	Non Video IP Phone (Make;; Model 8861) on existing Business Edition (BE 6000)	Unit	15	OEM Subscription, Support & Licensing for 3 Years

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 site / 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 feed of surveillance cameras to be deployed at under this RFP is to be provided to the City Police Control Room/ Control & command centre (being set up by DoIT) from JDA NOC 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.
9. Minimum Bandwidth of 2.1 Mbps per surveillance camera should be ensured.

Annexure-3: Technical Specifications

1. Expansion of Kiosk Solution

a) Technical Specification for Interactive Kiosk Solution:

INTERACTIVE KIOSK WITH PROTECTIVE SHELL AND TOUCH SCREEN		
S.NO.	Characteristics and Description	Compliance (Yes/No)
1.	The Interactive Kiosk Experience Platform should comprise of Hardware based Interactive 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.	
2.	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.	
3.	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 the development effort. The browser should support touch screens 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, touch screens, 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.	
4.	The solution shall include Touch Panel as well as Shelter for housing all the equipment's with all necessary protections along with Interactive Kiosk Hardware Client Platform.	
5.	The Touch screen should be of 42"inch size (minimum size) and be HD compliant. It should be possible to use the touch screen in horizontal as well as vertical mount positions.	
6.	High-definition interactive citizen service deliver content from centralized Kiosk application management platform	
7.	Easy to deploy, secured and compliant for open-to-public facilities	
8.	Integration of ICT components in the design is crucial.	
9.	cabin requirements (if deployed outside)	

	<ul style="list-style-type: none"> ▪ Resistant panel walls ▪ Security lock ▪ Built-in ventilation ▪ LED daylight lighting ▪ Presence sensor ▪ Sliding door for confidentiality ▪ Air-condoning 	
10.	The existing interactive kiosk manager platform is from (IEM). The proposed touch screen based kiosk solution should be compatible & must be integrated with existing IEM & IEC client.	

b) **Technical Specification for Remote Kiosk Solution:**

Sl no	Specification	Compliance (Yes/No)
1	High-definition touch-screen (interactive) Video based citizen service delivery from centralized Citizen Support desk. The proposed solution should be based on interactive experience client (IEC) hardware (4600 hardware) & must be integrated with existing IEP & REM platform.	
	The POD should be supplied with integrated document camera, printer, scanner, touch based device for video call.	
	Easy to deploy, secured and compliant for open-to-public facilities	
	The point of delivery cabin allows confidential interview with citizen (reduction of noise, sliding door to be closed)	
	The design of the inside is clear, easy to deal for all citizens. Integration of ICT components in the design is crucial.	
	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	
	Accessibility compliant for several kind of handicaps	
	Point of delivery cabin requirements	
	resistant panel walls	
	security lock	
	built-in ventilation	
	LED daylight lighting	
	Presence sensor	
	sliding door for confidentiality	
	Air-conditioning	
2	Collaboration services	
	In view of answering to address any kind of citizen, the solution should require no IT expertise or know-how from citizen. Nevertheless, intend to provide a best-in-class citizen experience thanks to a large set of collaboration tools available within the cabin and remotely managed by the agent.	
	<u>Collaboration services</u>	
	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.	

3	<ul style="list-style-type: none"> Additional interactive screen to: <ul style="list-style-type: none"> i) Show streaming video (when starting an interview, putting a person on hold or simply when a video says more than words). ii) 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. iii) On-screen fulfillment of an administrative form (for example, complete a request for renewal of Identity document) iv) Allow on-screen collaborative fulfillment with the agent support v) 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 	
	Cabin remote management	
	The remote management of collaborative tool in the cabin should be simply and integrated with the current Remote Agent interface.	
	Tools should include:	
	- Remote management of a camera for document reading (zoom in, zoom out, PIP...)	
	- Remote management of screen panel	
	o display a document (text, PDF, web browser, video)	
	o display a video (wait, informative, end of session...)	
	o sharing, allow collaborative mode	
	- Remote management of a scanner	
	- Remote printing	
	- Optional Remote management of magnetic Card reader	
	- Remote management of HD video call	
	o Launch HD video call	
	o 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)	

2. Technical Specification for Environmental Sensor:

ENVIRONMENTAL SENSOR		
S.NO.	Characteristics and Description	Compliance (Yes/No)
	Functional Requirement	
1.	They should be ruggedized enough to be deployed in open air areas on	

	streets and parks	
2.	They should be able to read and report at least the following parameters a. Temperature b. Humidity c. Ambient Light d. Sound e. CO f. NO2	
3.	The sensor should be able to communicate its data using wireless technology	
4.	The data should be collected in a software platform that allows third party software applications to read that data.	
5.	The sensor management platform should allow the configuration of the sensor to the network and also location details etc.	
	Air Quality Parameters	
6.	NO2	upto 10ppm
7.	CO	upto 1000 ppm
8.	SO2	upto 20 ppm
9.	O3	upto 1000 ppb
10.	PM 2.5	0 to 230 micro gms / cu.m
11.	PM 10	0 to 450 micro gms / cu.m
	Weather Parameters	
12.	Temperature	0 to 100 Deg. C
13.	Relative Humidity	upto 100%
14.	Light	upto 10,000 Lux
15.	UV	upto 15 mW/ cm2
16.	CO2	upto 5000 ppm
	Noise Parameter	
17.	Noise	upto 120 dB (A)
	Interface and Power	
18.	GPS	Should have GPS capability
19.	GSM	3G compatible
20.	Wi-Fi	802.11b/g/n
21.	Power	12 V, 2 A DC supply for ESD 12 V, 3 A DC or 230 V, 1 A for housing fan
	Other Parameter	
22.	Mounting	To be located in a housing, on a pole, 500 mm x 250 mm x 250 mm * (*indicative - final size based on configuration)
23.	Enclosure	Engineering Polymer or Metal Construct

3. Expansion of Smart Lighting

a) Technical Specifications for Control Node

Items	Feature Description
Product	Should provide Motion detection sensors, wireless communication, and lighting control integrated into one product for a simple plug-and-play installation.
Motion Detection	Should able to detects pedestrians, cyclists, and cars (within the speed range of 4-120 km/h)

	<p>Detection Range: up to 15 m on each side, 9 m in front, 3 m behind</p> <p>Detection Angle: >270 ° (depends on pole diameter)</p> <p>Should be able to trigger 1-10 neighbouring lamps upon motion detection (user-configurable) even when network backhaul is down.</p>
Input Voltage	230 VAC or 115 VAC, 50/60 Hz (normal power grid)
Power Consumption	<3W.
DALI Loads	Max. 2
Dimming Control	0-10V or DALI (Isolated for safety).
Surge Protection	110 Joule (6 kA), 12 kV Combination wave.
Electrical Protection	Class II: overload, short circuit, and over temperature protection
Electrical Safety	Galvanic isolation between high-voltage and low-voltage terminals.
Operating Conditions	-20° C to +70° C ambient, 20% to 90% Rh non-condensing.
Product Mounting	On the pole. Recommended mounting height 5 m above the ground
Housing	IP65, Weatherproof and Fireproof Housing.
Antenna	Integrated internally.
Dimension	<ul style="list-style-type: none"> • 100mm x 125mm x 95mm. • ±10° adjustable mounting plate to accommodate for pole tilts.
Product Compatibility	<p>Direct wireless communication between control node and gateway with central light management.</p> <p>Compatibility with conventional (PLL, HID, HPS) and new (LED) luminaires</p>
Wireless communication	<ul style="list-style-type: none"> • 2.4 GHz IEEE 802.15.4 self-forming, self-healing wireless network. • +10 dBm max. transmit power • -98 dBm max. receiver sensitivity. • Up to 1 km open field range • 32 bit Microcontroller, 256kB Flash and 32kB RAM
Network Security	<p>128 AES</p> <p>Multi-layer security with end-to-end encryption</p>
Over-the-air update	Configurations and software can be updated remotely, ensuring an up-to-date network infrastructure
Server Communication	Via Gateway to LMS.
Device to Gateway Ratio	200:1 provided physical condition allow for it
Remote Monitoring	Via LMS and Integrated Operation Center through APIs. LMS should enable remote management, monitoring, control, and configuration of lamps on individual and group level.
Safety Mode	Auto-safe: in a case of Gateway failure, all lamps go back to the highest pre-programmed level of brightness. In a case of the controller failure, the lamp goes back to the 100% brightness.
Certification	RF transceiver compliant with US (FCC)
Lamp switching	2400 VA (Relay), 16A max. current

capacity	
Astro-clock	<ul style="list-style-type: none"> Battery backed real time clock: Astro clock feature Able to switch on/off the lamps at sunset/sunrise and adjust them seasonally (Summer-Winter time). Eliminates the need for conventional photocell.

b) Technical Specifications for Internal Node

Items	Feature Description
Product	Should have In-built wireless communication, lighting controls and external sensor interface
Input Voltage	270 VAC or 115 VAC, 50/ 60 Hz (Normal Power Grid)
Power Consumption	<2W
Dali Loads	Max. 3
Dimming Control	1-10V or DALI (Isolated for safety)
Surge Protection	110 Joule (6 kA), 12 kV Combination wave
Electrical Protection	Class II (Overload and Short-circuit protection)
Electrical Safety	Galvanic isolation between high-voltage and low-voltage terminals
Operating Conditions	-20° C to +70° C ambient, 20% to 90% Rh non-condensing
Product Mounting	Inside the luminaire
Housing	<ul style="list-style-type: none"> IP20, IP65 Weatherproof and Fireproof (UL94V0) Housing
Antenna	<ul style="list-style-type: none"> External Antenna
Product Compatibility	Direct wireless communication between control node and gateway with central light management. Compatibility with conventional (PLL, HID, HPS) and new (LED) luminaires
Astro-clock	<ul style="list-style-type: none"> Battery backed real time clock: Astro clock feature Able to switch on/off the lamps at sunset/sunrise and adjust them seasonally (Summer-Winter time). Eliminates the need for conventional photocell
Wireless communication	<ul style="list-style-type: none"> 2.4 GHz IEEE 802.15.4 self-forming self-healing wireless network +10 dBm max. transmit power, -98 dBm max. receiver sensitivity Up to 1 km open field range Up to 250 kbps RF Data Rate 32 bit Microcontroller, 256kB Flash and 32kB RAM
Network Security	128 AES and SSL Multilayer security with end-to-end encryption
Over-the-air update	Configurations, software as well as entire firmware can be updated remotely Ensuring up to date network infrastructure.
Device to Gateway Ratio	200:1 provided physical condition allow for it
Remote Monitoring	Via LMS and Integrated Operation Center through APIs. LMS should enable remote management, monitoring, control, and configuration of lamps on individual and group level.
Safety Mode	Auto-safe: in a case of Gateway failure, all lamps go back to the highest preprogramed level of brightness. In a case of the controller failure, the lamp

	Goes back to the 100% brightness.
Certification	RF Transceiver compliant with US (FCC)

c) Technical Specifications for Luminaries

The LED Luminaries will meet the following specifications:

1. LED street light luminaire shall be made of pressure die cast aluminum housing with appropriate heat sink fins with corrosion resistant powder coat.
2. Manufacturer shall submit INSITU Thermal report indicating maximum temperature point on LED array. This value shall not exceed junction temperature (Specified in LM 80 report at which life > 50000 hrs)
3. Total System Power Consumption should be within the tolerance of $\pm 5\%$ with typical system Light output of >100LPW Test Certificate from Govt. Approved Lab/NABL accredited Lab/UL to substantiate lumen output as per LM 79 must be furnished for evaluation.
4. The fixture shall have Ingress Protection of IP 66 Rated (Both for Optical & Electrical Compartment). Test Report for the same need to be furnished from any Govt. Approved/NABL accredited Laboratory.
5. Luminaire should consist of Universal Voltage driver to operate wide voltage range from 150V to 270V 50/60Hz application with in built short circuit, over voltage, overload and mis - wiring protection.
6. The fixture shall be designed so as to have lumen maintenance of at least 70% at the end of 50,000 hours with life of 50000 hrs.
7. IES LM-80 report for the LED chip package employed in the proposed luminaire product must be submitted.
8. Luminaire shall have side pole mounting option with outer Diameter 40 to 60mm.
9. The luminaire efficiency shall be greater than >100 LPW.
10. The color temp of LED shall be 5600K +/- 500K
11. The CRI of LED shall be >70
12. The LED shall be provided with structured LED array for optimized roadway photometric distribution with photometric lenses designed to optimize application efficiency and minimal glare
13. Driver should have Surge Protection as per IEC 6100-4-5 level-4 of min 6KV and shall have external surge protection device of 10KV built into fixture.
14. The driver shall be dimmable driver (analog 0-10V) suitable for dimming the luminaires to various power levels.
15. The driver efficiency shall be >88% & power factor of the electronic driver shall be >0.95 and THD shall be <10%.
16. The driver shall be provided with inbuilt over voltage protection system with cut off with voltage >300V and shall auto restart when the voltage drops to <290V.

17. The solder point temperature of the LEDs should be less than 85oC under actual usercondition at an ambient of 35oC.
18. The luminaire manufacturer shall have full-fledged testing lab with all optical test equipment like Integrated Sphere and Type-C Rotating Mirror Photo Goniometer to test the LED luminaires and the lab shall be NABL accredited.
19. Supplier should have his own manufacturing facility to manufacture LED Street Lights in India with more than 20 years of experience of Lighting Business.
20. Housing with supplier word mark /name shall be Engraved / Embossing on the die cast housing/ Body part. No sticker will be accepted.
21. PCB shall be MC PCB type of high grade aluminum (AL5052) and should have a thermal conductivity of >1W/mK.
22. The luminaire light shall be constant. The voltage variation / fluctuations in the specified voltage range shall not impinge upon the lumen it produces. Maximum +/- 2% is allowed throughout in the input operating voltage range. Necessary supporting document from Govt. Approved/NABL accredited Laboratory shall be furnished with lumen output for 150V, 180V, 200V, 220V & 240V voltage.
23. The connecting wires used inside the luminaire, shall be low smoke halogen free, fire retardant and MCB protection shall be provided in input side.
24. Type Test Certificate of luminaire from Govt. accredited Test Lab/ERTL/ NABL shall be submitted.
25. The luminaire shall be compatible for 5 or 7 pin NEMA socket (ANSI C136.41) to take the required NEMA compatible control nodes.

S. NO.	Specification		Compliance (Y/N)
	Mechanical Parameter		
1	Housing Material	Pressure Die Cast Aluminium with powder coating	
2	Heat sink	INSITU Thermal report to be submitted to cover this parameter. Manufacturer shall submit design/ drawing indicating maximum temperature point on LED array. This value shall not exceed junction temperature (Specified in LM 80 report at which life > 50000 hrs)	
3	Cover/Glass Material	Clear Toughened Glass	
4	Gasket Material	Silicon Gasket	
5	IK Rating	IK 07 (TEST REPORT as per IS:10322 part 5Sec-3 /IEC:60598-2-3) as per NABL report	
6	Vibration	Conforms to ANSI 2G Standard	
7	Humidity	RH - 10-90%	
8	Mounting type	Side mounting only	
9	Pole Dia	40-60mm	

10	Input Voltage Range	150-270V	
11	Input Frequency	50-60Hz	
12	Nominal Power Consumption	System Power shall be within the range of +/- 5% of rated power	
13	Nominal Power Factor	>0.95 (LM79 report to be submitted)	
14	Surge Protection - As per IEC61000-4-5	6 KV inbuilt with driver and 10 KV external SPD to be provided in the luminaire	
15	LED Driver Current	>=350 mA <900 mA	
16	Total Harmonic Distortion) THD as per IEC 61000-3-2, e.d.3.2,2009	<10%	
17	Safety features	Over Voltage, Short Circuit, Over Load, Miswiring	
18	HighVoltage Cut off	The system shall shutdown at 300V and restart when the voltage level comes down to <290V	
	LED and Optical Assembly		
19	LED Type	High Power LED - Approved make - CREE/Lumileds/NICHIA - LED technical datasheet including packaging details to be submitted. LED Chip manufacturer to provide an authorization letter in favor of bidder stating their supply support for execution of project LM-80/IS 16105 Test reports of specific LED used in the proposed Luminaire.	
20	Wattage per LED (>1w <3w)	The LEDs shall be driven at a current <70% of its rated current	
21	Photobiological Safety report	To be submitted	
22	System Efficacy - LPW	>100 LPW	
23	Nominal CCT	5650K±500K (LM 79 to be submitted)	
24	Nominal CRI	>70 (LM80 need to be submitted)	
25	Secondary Optics/Optical Lens Available	Secondary LED shall be provided for appropriate lighting distribution.	
26	Secondary Optics/Optical Lens Material	PMMA conforming to ASTM Specification	
27	PCB Material	MCPCB	
28	LED Viewing Angle	115 degree	
	Environmental Specifications		
29	Ambient	-20C - +45 C	

	Temperature		
30	Storage Temperature	-20C - +50 C	
31	IP Rating Optical Assembly	IP66 (NABL Lab accredited report to be submitted)	
32	IP Rating Electrical Enclosure	IP66 (NABL Lab accredited report to be submitted)	
	Basic Specifications		
33	Designed life	L70@50000 Hrs (LM80 to be submitted)	
34	Lumen Maintenance Rating L70	L70@50000 Hrs (LM80 to be submitted)	
35	Initial System Lumen Output (> 100 Lumens / Watt)	To mention	
	Standard Compliance		
36	Luminaire Performance Complies to	IS10322 (Part 5/Sec 3) & IEC 60598-1, IEC 60529	

4. Structural Sensor

a) Technical Specifications for Sensor Network Gateway

S. No.	Description	Compliance (Yes/No)
1.	Processor Speed : min 500MHz (x86)	
2.	RAM memory : min 256MB (DDR)	
3.	Disk memory : min 8GB	
4.	Power : Max 5W (18V)	
5.	Power Source: POE (Power Over Ethernet)	
6.	Normal Current Consumption: not more than 270mA	
7.	High Current Consumption: not more than 450mA	
8.	Max Supply Current 1.5 A	
9.	Enclosure : IP 65 and Aluminium	
10.	Temperature Range -20°C / 50°C	
11.	Max Response Time to Ethernet ping 60s	
12.	Types of power supply for POE : AC-220V OR Battery – solar panel (DC-12V) OR Car lighter (DC-12V)	
13.	System : Linux, Debian. OLSR Mesh communication protocol, MadWiFi Drivers	
14.	Management software : Meshlium Manager System (open source)	
15.	Security : Authentication WEP, WPA-PSK, HTTPS and SSH access.	
16.	Built in Wi-Fi access point supporting IEEE 802.11b/g with Omnidirectional antenna	
17.	Ethernet Port	
18.	Internal MySQL data base	

19.	Facility to sync sensor data in to selected list of clouds (Such as AWS IoT, amplia), BaseN, B-Scada, DeviceLynk, Devicify, Eagle.io, Esri, Extunda, IoTSENS, IoT-Ticket, AZURE, MQTT, SensorInsight, SensorUp, Sentilo, ThingWorx etc.)	
20.	Should be capable of receiving data from supplied sensor nodes	

b) Technical Specifications for Plug & Sense! SC WiFi 5 dBi with 3.7V, 6,600mAh battery and solar panel – generic name required

S. No.	Description	Compliance (Yes/No)
1.	Solar powered with internal rechargeable battery	
2.	Robust waterproof IP65 enclosure	
3.	Over the air programming (OTAP) of multiple nodes at once	
4.	Microcontroller ATmega1281, Clock Frequency: 14.7456 MHz	
5.	SRAM: 8KB, EEPROM: 4KB, FLASH: 128KB (all min)	
6.	SD Card slot : Yes	
7.	Min 6 sensor inputs	
8.	Temperature Range: [-10°C, +65°C]	
9.	RTC (32KHz)	
10.	On-board Wi-Fi radio specs	
	a. TX Power: 0dBm - 12dBm * (variable power controlled by software)	
	b. RX Sensitivity: -83dBm	
	c. Antenna: 2dBi/5dBi antenna options	
	d. Antenna connector: SMA standard connector for any kind of antenna	
	e. DHCP enabled	
	f. TCP/IP - UDP/IP connections	
	g. HTTP and HTTPS (Secure) connections	
	h. FTP and FTPS (Secure) connections	
	i. FCC / CE/ IC certified 2.4GHz IEEE 802.11b/g	

c) Technical Specifications for Linear Displacement Sensor - Crack measurement

S. No.	Description	Compliance (Yes/No)
1.	Electrical stroke: 10mm	
2.	Sensor resistance: 400Ω	
3.	Linearity: ±0.5%	
4.	Resolution: 10μm (imposed by the analog-to-digital conversion)	
5.	Supply Voltage: +8.9V	
6.	Power dissipation (20°C): 0.2W	
7.	Temperature Operation: -30°C ~ 100°C	

5. Expansion of NOC Switching and Converged Server & Storage

a) Technical Specifications for Core Switches

S. No.	Item Specifications	Compliance (Yes/No)
1	Switch should be chassis based switch with passive backplane. The chassis should be ready from day 1 to support 40Gig and 100Gig interface. Switch shall also support SDN functionalities & be ready	

	with support for protocols like VXLAN	
2	Should support the separation of data and control plane, to be controlled by SDN Controller, utilizing ACI / openflow or equivalent protocol from day one.	
3	Switch must support spine-leaf topology / MC-LAG (Multi chassis Link aggregation) or equivalent virtualization technology to create large layer2 domain to optimize east - west traffic within datacenter.	
4	Shall have minimum 8 payload slots	
5	Shall have distributed, Non-blocking switching architecture, each module should be provisioned with adequate hardware/software to support the same.	
	All the interfaces ports should be wire speed and non-blocking.	
6	Shall have CPU and power supply redundancy	
7	Performance:	
	Dual Redundant Switch Fabric/CPU shall offer minimum 2.4 Tbps or higher per slot switching throughput	
8	In the event of failure of one switching/routing engine/fabric, forwarding shall not stop and failover from one engine to other shall be stateful. The performance of the switch should not degrade in case of failure of one CPU card.	
9	Switch must support Layer 2 and Layer 3 In Service Software Upgrade and Downgrade mechanism so that minimal traffic disruption happens during upgrade or downgrade process.	
	Minimum 1.2 Bpps performance or higher shall be supported for both IPv4 and IPv6	
10	Shall be capable of 1 Tbps switching capacity per slot and each 1G, 10G, 40G, 100G module should offer non-blocking & wire speed forwarding for ipv4 & ipv6	
11	Should have distributed Switching Architecture	
	Shall support Hot-swappable power supplies and switching modules	
12	Layer 1 Features	
13	Support for 1000 BASE-T, 1000 BASE-SX, LX, LH, ZX GBIC/SFP 10G Base-T, 10-Gig SR/LR/ZR, 40G,100G	
14	Chassis shall support	
	Minimum 1152 1 & 10 Gigabit non-blocking ports	
	Minimum 288 10G Base-T non-blocking ports	
	Minimum 288 Nos. of 40-Gig non-blocking ports	
	Minimum 60 Nos. of 100-Gig non-blocking ports	
15	Layer 2 Features	

16	Shall have Layer 2 switch ports and VLAN trunks	
17	Shall have IEEE 802.3 ad Link aggregation and port Trunking across line cards	
18	Shall support a mechanism to detect link issues using IEEE 802.3ah	
19	Shall support display and clear MAC address information in MAC Address Table	
20	Shall have IEEE compliance for 802.1Q VLAN, 802.1p, 802.1d STP, 802.3ad, 802.1w RSTP, 802.1s MSTP, 802.3ad LACP, IEEE 802.1ab Link Layer Discovery Protocol.	
21	Shall have 70,000 system wide MAC addresses	
22	Shall have minimum 4,000 active VLAN support	
23	Layer 3 Features	
24	Should have Ipv4 & IPv6 Static routes, OSPFv3, PIM Sparse / Dense mode (SM /DM), Policy-based routing (PBR), Virtual routing and forwarding (VRF), VXLAN, BGP and NetFlow/Jflow/Sflow from day one.	
25	Switch must have virtualization features like VXLAN Gateway/Bridging and VXLAN routing functionality to support VMware hypervisor connectivity and also to normalize it for VMware VM to bare metal server / VMware VM to other hypervisor VM communication.	
26	Shall have IGMP v1, v2, v3	
27	Shall support minimum 120K routes.	
28	Shall support minimum 8K multicast routes.	
29	Shall support EVPN, VXLAN Routing	
30	QoS Features	
31	Shall have Per-port QoS configuration	
32	Support for IEEE 802.1p QoS policies.	
33	Support for Diff Serv QoS on all ports	
34	Shall support minimum four queues per port in hardware	
35	Shall have priority queuing	
36	Shall have IP differentiated service code point (DSCP) and IP precedence	
37	Shall support Congestion Avoidance feature like WRED Availability	
38	Shall be provided with redundant Switching Fabric	
39	N+1/1+1 Redundant Power Supply from day one	
40	Hot Swap ability on all modules and Power Supply	

41	Hot Swappable Fan tray	
42	Security:	
43	Shall have Filters/Access-List on all ports	
44	Shall support Port Mirroring	
45	Shall be able to shut down Spanning Tree Protocol enabled interfaces when BPDUs are received to avoid accidental topology loops	
46	Shall be able to prevent edge devices not in the network administrator's control from becoming Spanning Tree Protocol root nodes	
47	Shall have TACACS+/RADIUS enabled.	
48	Shall have SSHv1/ SSHv2, SNMPv1, SNMPv2, SNMPv3, SCP/SFTP/FTP support	
49	Should support Port Security, Dynamic ARP Inspection, BPDU and root Guard security features.	
50	The switch should be IPv6 ready logo certified	
51	The proposed router should be EAL2/ NDPP certified by common Criteria body at the time of delivery. The vendor should be listed in Gartner Magic Leaders Quadrant for wired or wireless segment.	
52	Minimum Configuration deliverable	
53	<p>Core Switch Shall have minimum 48 no's of 1G & 10G SFP+ ports & 8x 40G QSFP Ports spread across multiple line cards. The distribution of transceivers should be as below:</p> <p>Single Mode: 6x10G SFP+, 18x1G SFP with fiber patch core upto 3 mtrs</p> <p>Multi Mode: 12x10G SFP+, 12x1G SFP with fiber patch core upto 3 mtrs</p> <p>QSFP Ports: 4x40G multi mode transceiver spread across multiple line cards & 4 no's of fiber patch cords.</p> <p>Switch should also have 3x48 no's of 1/10G Base-T ports 144 no's of UTP patch cords.</p>	

b) Technical Specification for Converged Server & Storage

Technology	Feature description	Compliance (Yes/No)
Management	Should support Management of both rack & blade form factor of Hyperconverged nodes from the same console	

	Should Supports a stateless environment where server identity is created by the administrator who defines the server BIOS version, MAC ID, NIC firmware version, WWPN , FC-HBA firmware version , Adapter QoS , Management module firmware version, UUIDs , Server Boot Policies, KVM IP etc	
	It should also have the capability to enforce policies in the system BIOS settings and configuration , so once administrators define a common policy for a server BIOS, all subsequent deployments use this policy .	
	Should have the feature where multiple server identities can be deployed from a master server identity or a master template	
	Should have feature where a server identity that is previously linked to a master identify can be delinked from master identity .	
	Must support the ability to rollback firmware from current active versions to the previous version for the Server BIOS, Adapter firmware and bootcode versions , individual server management chips from the same console for multiple Rack Servers and Blade Servers	
	Firmware upgrade / rollback should be possible for all the components in the infrastructure including the server, chassis management modules , Ethernet switch modules, SAN switch modules, Other IO modules from the same console that is used to manage the individual blades	
	Should have Role Based Access Control so that the resources can be managed by respective resource administrator. Parent administrator still have control over resources under their respective child resources	
	Should be provided with Centralized and embedded management with seamless high availability built into the infrastructure . If the management system runs as a virtual machine , then all hardware and software licenses to enable this should be included	
	Should have Agentless internal hard disk drive monitoring and tracking feature	
	Should have support for Movement of server identity from one slot to another in the event of server failure . The movement of the identity should support both form factors of servers , ie blade to blade and rack to rack	
	Automated call home capability in the event of critical server failure or thresholds that are crossed which could impact server performance or customer SLA.	
	Integration with the Microsoft Active Directory groups	
	Should Support multiple level of authentication methods including TACACs+, LDAP and RADIUS	
	Should have Built in scheduler to set up schedules for specific actions which are disruptive . Example , set the scheduler to flash a new firmware during the weekend	
Fabric Switch Support	Should support up to a maximum of 50 primary VLANs per pair of switches	
	Should support up to a maximum of 1000 secondary VLANs per	

	pair of switches	
	Should support up to 2000 active VLANs and VSANs per pair of switches	
	Supports up to 12 uplink port channels per switch module	
	Supports up to 16 member interfaces per port channel	
	Supports a maximum of 4 active SPAN session per switch	
	Supports up to a maximum of 31 uplinks per switch	
HCI Nodes	Minimum cluster size of 3 Nodes and scalable up to 8 nodes	
	Each Node should be provided with 24 TB RAW Storage and in addition to raw space , each node should have 1 x 120-GB 2.5-inch SATA SSD boot drive, 1 x 1.6-TB 2.5-inch SATA SSD caching drive , 768 GB DDR4 Memory and 2 x 16 Cores E5-26xx v4 Processors	
	The solution should have support for both form factors - Rack Servers and Blade Servers	
	should be provided with Vmware Vshpere 6.x	
	Should have the functionality where the cluster can be scaled up or down in a non-disruptive manner , without having to power down any nodes	
	The cluster can be scaled without adding any additional disk capacity , ie more server are added to increase the amount of CPU & memory available without increasing the disk capacities	
	Should be provided with data management features for complete lifecycle management and enhanced data protection in distributed storage environments—including replication, deduplication, compression, thin provisioning, rapid, space-efficient clones, and snapshots	
	Inline compression to be provided	
	Inline deduplication to be provided	
	Should have built in High Availability to support drive failures or even complete node failures in the cluster	

6. Virtualized AAA Solution for Network Devices

S. No.	Specifications	Compliance (Yes/No)
2	The AAA Server should offer centralized command and control for all user authentication, authorization, and accounting from a Web-based, graphical interface, and distribute those controls to hundreds or thousands of access gateways in the network.	
3	The AAA Server should provide the manageability and administration of user access for routers, VPNs, firewalls, wireless solutions, and switches using IEEE 802.1x access control.	

4	The same AAA Server should leverage access framework to control administrator access and configuration for all RADIUS enabled network devices in your network. AAA server should provide Automatic service monitoring, database synchronization, and importing of tools for large-scale deployments Lightweight Directory Access Protocol (LDAP) user authentication support	
	Based on industry-standard protocols AAA/Radius solution shall support the following IETF RFCs: 2284, 2865.	
5	Flexible 802.1X authentication type support, including Extensible Authentication Protocol Transport Layer Security (EAP-TLS), Protected EAP (PEAP), EAP-Flexible Authentication via Secure Tunnelling (EAP-FAST), and EAP-Message Digest Algorithm 5 (EAP-MD5).	
6	It should support Downloadable IP ACLs, vlan assignment	
7	Device command set authorization	
8	Network access restrictions	
9	User and administrative access reporting	
10	The AAA Server should have a Web-based user interface to simplify and distribute configuration for user profiles, group profiles.	
11	The AAA Server should be able to support large networked environments with support for redundant servers, remote databases, and user database backup services.	
12	User attributes (internal, AD, LDAP), that can be leveraged in policy conditions and as authorization value	
13	Lightweight Directory Access Protocol (LDAP) authentication forwarding support for authentication of user profiles stored in directories from leading directory vendors, including Sun, Novell, and Microsoft.	
14	Windows Active Directory support to consolidate Windows username and password management and uses the Windows Performance Monitor for real-time statistics viewing.	
15	Different access levels for each AAA Server administrator-and the ability to group network devices-enable easier control and maximum flexibility to facilitate enforcement and changes of security policy administration over all the devices in a network.	
16	It shall support external identity stores like LDAP, Active Directory & RSA SecureID Token Server	
17	Support certificate binary comparison in certificate based authentication/authorization	
18	The AAA Server should offer token server support for any One-Time Password vendor that provides an RFC-compliant RADIUS interface	
19	The AAA/Radius Server shall be manageable (both GUI and CLI) using SSH, Web based management i.e. HTTPS	
20	TACACS+ based device admin over IPv4 and future IP46 support	
21	Should support tacacs+ protocol for authorization of each command executed on the shell of the routers & switches.	

7. Integrated Operation Center

a) Technical Specification for Integrated Operations Center:

S. No.	Item Specifications	Compliance (Yes/No)
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1.	Integrates with existing cameras and new cameras. Should support multiple video sources from multiple locations. Platform should have no limitation in displaying the number of CCTV video sources	
2.	Integrate and assess inputs from different sources such as CCTV, Video Analytics, and sensors further to assist with actionable intelligence.	
3.	Should use dynamic channel coverage specifically for video stream function for efficient bandwidth usage for multiple Remote Control center	
4.	Capability to display more than 100 cameras at full frame rate, remote monitoring of cameras at minimum network bandwidth.	
5.	Should have demonstrated in previous deployments to successfully scale up to 3000 cameras in total throughout the city	
6.	Display module should be control multi-screened display wall in sync with operator console	
	Visual integration of maps with video and data displays up to 400 channels simultaneously	
7.	Capable of using 1/4 th of bandwidth specified in HD camera during video transmission without loss of quality	
8.	Should support Fixed type and PTZ camera. Control PTZ function from the screen to control the camera	
9.	Supervisors remotely can access the system and monitor the alerts received, action taken status, response etc.	
10.	The remote viewing stations will be viewing with multiple configurations of tiles (2X2, 4X4, 6X6 and even 10X10).	
	But with changing tile configuration each camera will be viewed with much lower resolution. The system should dynamically reduce the bit rate and bandwidth for each stream based on the viewing resolution at the remote location.	
	If the remote station is viewing with 352 x 240 (CIF), the stream to remote viewing location should not be using HD bandwidth, but dynamically should change to lower bandwidth.	
	If the remote viewing station is viewing this camera in full screen 1080P, then it should dynamically increase the bandwidth to provide HD experience.	
11.	Should be able to integrate well with existing Video management software	
	Should be able to access the CCTV sources both from CCTV Camera and from Video Management software	
12.	Map, camera videos, PC screen, and other data sources can be integrated into one display for convenient monitoring and navigation	

13.	Should be able to display Alarms from different sources such as Video alarm from cameras, video alarms from VMS	
14.	Should support integration of Video analytics from third party software	
15.	Should support integration of Video analytics from edge and server based video analytics	
16.	Provide configurable intelligent operator console based on the jurisdiction, critical area or sensors to monitor as per situation demands for focused surveillance.	
17.	Should be able to integrate with 3rd party applications alerts, like Video Loss Alarm, Loitering, Vehicle counting etc.	
18.	Application should zoom to the camera location on the map automatically when there is an high priority alert	
19.	Should provide intelligent and actionable emergency response for all alarms	
20.	Alarm Management system should be in place to customize each type of alarm display	
21.	Generate Customized reports based on the area, sensor type or periodic or any other customer reports as per choice of the administrators	
22.	Standard Operation Procedure (Emergency Response) should be made available for each alarm	
23.	SOP should help the operator to take action for the incident and notify through SMS or E-mail to the concerned person for taking immediate action	
24.	Should Integrate with Communication system such as SMS gateway, Call Manager/Exchange server, email server and other systems for configuring as SOP	
25.	Should be able to integrate with systems that can support Radio channels for communication such as radio dispatch operations and system that supports mobile phones, landline phones, IP phones, and PCs, to support communications across users, devices, and locations.	
26.	Should be able to integrate with any conferencing system so as to use it during emergency and non-emergency period	
27.	Should support API integration with Dial 100 or CCTNS etc.	
28.	Should be possible for the Supervisor to have an overview of the Event based performance through Dashboards	
29.	Should be possible for the supervisor to generate event wise action taken report	
30.	Should support multiple Local operation centre along with Viewer	

	stations that requires monitoring function	
31.	Should support integration with third party analytics like Crowd monitoring, Left Object Detection, Zone Intrusion, Activity Detection etc	
32.	Shall support third party integration with both edge based and server based video analytics	
33.	Should support integration with Smart Lighting systems which are policy based two way communication	
34.	Should support integration with Smart Parking systems	
35.	Should support integration with Environment sensors	
36.	System should allow use of, GIS tool which allows easy map editing for wide area monitoring (Google map, Bing map, ESRI Arc GIS map)	

b) Technical Specification for Display Servers –

S.NO.	Item	Feature description	COMPLIANCE (YES/No)
1.	Base System	2 RU system	
	CPU	2.40 GHz E5-2620 v3/85W 6C/15MB Cache/DDR4 1866MHz	
2.	DIMM	8GB DDR4-2133-MHz RDIMM/PC4-17000/single rank/x4/1.2v	
3.	HDD	450GB SAS 15K RPM SFF HDD (4K)	
4.	Raid	12G SAS Modular Raid Controller Right PCIe Riser Board (Riser 1)(x8 + GPU) for 240 M4	
5.	PCI Riser 1		
6.	PCI Riser 2	Left PCIe Riser Board(Riser 20) for C240 M4	
7.	Power Supply	650W V2 AC Power Supply for 2U C-Series Servers	
8.	Power Cable	Power Cord, 250VAC 10A CEE 7/7 Plug, EU	
9.	RAIL Kit	Ball Bearing Rail Kit for C220 M4 and C240 M4 rack servers	
10.	Cable Arm	Reversible CMA for C240 M4 ball bearing rail kit	
11.	Support	3YR SMARTNET 8X5XNBD UCS C240 M4 SFF 8 HD w/o expdr, CPU, mem	
12.	Graphics	NVIDIA GTX 750Ti (EmTek GTX750Ti STORMX DUAL 2048M GDDR5)	
13.	OS	Windows 7 Professional 64Bit	

c) **Technical Specification for Operator Console**

S.NO.	Item	Feature description	COMPLIANCE (Yes/No)
1.	Base System		
	CPU	2.40 GHz E5-2620 v3/85W 6C/15MB Cache/DDR4 1866MHz	
2.	DIMM	8GB DDR4-2133-MHz RDIMM/PC4-17000/single rank/x4/1.2v	
3.	HDD	450GB SAS 15K RPM SFF HDD (4K)	
4.	Raid	12G SAS Modular Raid Controller	
5.	PCI Riser 1	Right PCIe Riser Board (Riser 1)(x8 + GPU) for 240 M4	
6.	Power Supply	650W V2 AC Power Supply for 2U C-Series Servers	
7.	Power Cable	Power Cord, 250VAC 10A CEE 7/7 Plug, EU	
8.	RAIL Kit	Ball Bearing Rail Kit for C220 M4 and C240 M4 rack servers	
9.	Cable Arm	Reversible CMA for C240 M4 ball bearing rail kit	
10.	Support	3YR SMARTNET 8X5XNBD UCS C240 M4 SFF 8 HD w/o expdr,CPU,mem	
11.	Graphics	NVIDIA GTX 750Ti (EmTek GTX750Ti STORMX DUAL 2048M GDDR5)	
12.	OS	Windows 7 Professional 64Bit	

d) **Technical Specification for Video Processing Server**

S.NO.	Item	Feature description	COMPLIANCE (Yes/No)
1.	Base System		
	CPU	2.40 GHz E5-2620 v3/85W 6C/15MB Cache/DDR4 1866MHz	
2.	DIMM	8GB DDR4-2133-MHz RDIMM/PC4-17000/single rank/x4/1.2v	
3.	HDD	450GB SAS 15K RPM SFF HDD (4K)	
4.	Raid	12G SAS Modular Raid Controller	
5.	Power Supply	770W AC Hot-Plug Power Supply for 1U C-Series Rack Server	
6.	Power Cable	Power Cord, 250VAC 10A CEE 7/7 Plug, EU	
7.	RAIL Kit	Ball Bearing Rail Kit for C220 M4 and C240 M4 rack servers	
8.	Cable Arm	Reversible CMA for C220 M4 friction & ball bearing rail kit	

S.NO.	Item	Feature description	COMPLIANCE (YES/No)
9.	Support	3YR SMARTNET 8X5XNBD UCS C240 M4 SFF 8 HD w/o expdr,CPU,mem	
10.	OS	Windows Svr 2008 R2 ST (1-4CPU, 5CAL)	

e) **Technical Specification for Advanced Interface for integrating with 3rd party system**

S.NO.	Item	Feature description	COMPLIANCE (YES/No)
1.	Base System		
	CPU	2.40 GHz E5-2620 v3/85W 6C/15MB Cache/DDR4 1866MHz	
2.	DIMM	8GB DDR4-2133-MHz RDIMM/PC4-17000/single rank/x4/1.2v	
3.	HDD	450GB SAS 15K RPM SFF HDD (4K)	
4.	Raid	12G SAS Modular Raid Controller	
5.	Power Supply	770W AC Hot-Plug Power Supply for 1U C-Series Rack Server	
6.	Power Cable	Power Cord, 250VAC 10A CEE 7/7 Plug, EU	
7.	RAIL Kit	Ball Bearing Rail Kit for C220 M4 and C240 M4 rack servers	
8.	Cable Arm	Reversible CMA for C220 M4 friction & ball bearing rail kit	
9.	Support	3YR SMARTNET 8X5XNBD UCS C240 M4 SFF 8 HD w/o expdr,CPU,mem	
10.	OS	Windows Svr 2008 R2 ST (1-4CPU, 5CAL)	

f) **Quantity of Components for Integrated Operations Center**

S.NO.	Item	Feature description	QUANTITY
1	Display Server	<ul style="list-style-type: none"> Outputs All Input Sources to Display Wall Controls multi-screened display wall in sync with Operator Console Visual integration of maps with video and data displays up to 400 channels simultaneously 	3
2	Operator Console	<ul style="list-style-type: none"> Centralized Control via Single Interface Interactive map, video feeds, and data display Synchronized view with display wall Flexible camera grid and user scenario Customizable alarm-response PTZ and remote desktop control Built-in map editor with preloaded GIS maps 	2

S.NO.	Item	Feature description	QUANTITY
		(Google, Bing, ESRI, Arc GIS) <ul style="list-style-type: none"> ▪ Built-in playback 	
3	Media Display/Video Processing Server	<ul style="list-style-type: none"> ▪ "Transmit-per-request" video streaming ▪ Maximizing bandwidth efficiency for remote operation ▪ Supports output up to 36 HD channels (72 SD CH) simultaneously 	2
4	Advanced Interface server	<ul style="list-style-type: none"> ▪ Data/Event/Alarm Interfacing Module ▪ Data visualization into charts and tables ▪ Built-in rule engine for event/alarm handling 	1
5	Remote Viewer	<ul style="list-style-type: none"> ▪ Zoom-in, zoom-out, and panning of screen layout with camera stream, data, and map ▪ Split screen as desired independently from a workstation without Display Server ▪ Operates independently of Main Operator ▪ Ideal for operating from remote locations 	1

Annexure-4: 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 Annexure 6 on Bidders letterhead	
3.	Bidder's Authorization Certificate	As given in Annexure 7 on Bidders Letterhead	
4.	Self-Declaration – No Blacklisting	As given in Annexure 8 on Bidders Letterhead	
5.	Declaration by the Bidder regarding Qualification Under Section 7 of the ACT	As given in Annexure 9 on Bidders Letterhead	
6.	Certificate of Conformity / No deviations	As given in Annexure 10 on Bidders Letterhead	
7.	Undertaking On Authenticity of Items	As given in Annexure 11 On Non-Judicial Stamp Paper of Rs. 100/-	
8.	Undertaking for functional requirement of Equipments	As given in Annexure 12 on Bidder's Letter head	
9.	Technical Bid Submission Sheet	As given in Annexure 13 on Bidders Letterhead	
10.	Financial Bid Submission Sheet	As given in Annexure 14 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 3 financial years as on 31.03.2016	Work Orders / Client Certificates confirming year and area of activity should be enclosed.	
2.	Bidder Entity	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". The maximum nos. of Consortium/JV partners should be 3. Any of the parties of the	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	

		<p>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>	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>c) Certificates of incorporation and/ or</p> <p>d) Registration Certificates</p>	
4.	Turnover	The Prime Bidder/Lead Bidder must have annual turnover of at least Rs. 75 Crores solely from ICT Business and IT Services during each of the last 3 financial years as on 31.03.2016.	Audited and Certified Balance Sheet and Profit/Loss Account for the last 3 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 3 financial years as on 31.03.2016, 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</p>	<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.</p>	

		for not less than 100 IP Cameras in a single work order		
6.	Net Worth	The Bidder or the Prime Bidder/Lead Bidder must have positive net worth & profit making in each of the last 3 financial years as on 31.03.2016	CA Certificate mentioning net profit should be enclosed.	
		The bidder shall have bank Solvency certificate not less Rs. 60 Crores (issued date shall not be more than 06 months from the date of release of RFP).	Certificate from Bank	
7.	Certification	The Bidder or consortium/JV should possess below Certifications at the time of bidding: d) ISO 9001:2008 Certification for System Integration. e) ISO 20000:2011 for IT Service Management (Facility Management Services) f) ISO 27001:2005 for Information Security Management System	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-5: 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

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	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-6: 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).

Name :	
Address:	

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

Annexure-7: 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-8: 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: 9- 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-10: 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-11: 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- 12 : 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-13: 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-14: 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-15: 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).

Sl. No.	Item Description	Quantity	Item-1: Unit Rate (In Rs.) FOR destination including of all cost and all taxes except Rajasthan VAT but including CST (if applicable) In Figures To be entered by the Bidder P	Item -1 :VAT Amount @ 15% (If applicable) on Col. No. 4 In Figures To be entered by the Bidder	Item-1: Total (Col. 4+ 5)	Item-2: Auto Calculation 30% of Item No. 1 Unit Cost (Col. 4)	Item-2: Auto Calculation Service Tax Amount @ 15% (If applicable)	Item-2: Total (Col. 7+ 8)	Item-1 & Item-2: TOTAL AMOUNT Without Taxes	Item-1 & Item-2: TOTAL AMOUNT With Taxes	Item-1 & Item-2: TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	9	10 = 4+7	11 = 6+9	12
1.01	Ø Provisioning & Integration of Wi-Fi Hotspots, Interactive Information Kiosks, Surveillance Cameras, Environmental Sensors, Structural Sensors, Smart lighting solution and Remote Kiosks along with Facility Management Services	1.0000	0.0000	0.00	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000 0	INR Zero Only

	for 3 years under Phase 3										
Total in Figures									0.0000	0.0000	INR Zero Only
Quoted Rate in Words											

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

Annexure-16: 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-17: 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–18: 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-19: 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