

## *Notice Inviting Bid*

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### ***Name of Work:***

*Providing services of Platform / Solution of AAA & Monetization for Public Wi-Fi Hotspots & Interactive Information Kiosks and posters / wrap around REGS installed in Jaipur City by JDA for a period of 5 years*

### **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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# जयपुर विकास प्राधिकरण, जयपुर

पी.बी.-एस.एफ.-201, पार्किंग बिल्डिंग, द्वितीय तल, इन्दिरा सर्किल जवाहर लाल नेहरू मार्ग, जयपुर-302004  
दूरभाष 91-141-2569696 एक्सटेंशन नं. 8800

क्रमांक JDA/EE (Elect.-II) / Smart City / 2016-17/D- 480 दिनांक 20/02/2017

## अल्पकालीन निविदा सूचना

Short Term NIB No.: JDA/Ex. Eng. Elect.-II/10/2016-17

जयपुर विकास प्राधिकरण द्वारा “Providing services of Platform / Solution of AAA & Monetization for Public Wi-Fi Hotspots & Interactive Information Kiosks and posters / wrap around REGS installed in Jaipur City by JDA for a period of 5 years” के लिए ऑनलाईन बिड्स दिनांक 16/03/2017 को 2:00 बजे तक आमन्त्रित की जाती है। निविदा बोली का ऑनलाईन आवेदन व भूगतान जविप्रा पोर्टल पर करने की अन्तिम तिथि 14/03/2017 को 3:00 बजे तक है। निविदा बोली के दस्तावेजों का विस्तृत विवरण [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in), [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) and [www.jda.urban.rajasthan.gov.in](http://www.jda.urban.rajasthan.gov.in) पर देखा जा सकता है।

निविदा में भाग लेने वालों को निम्न शर्तों की पूर्ति करनी होगी।

1. निविदा दाता जयपुर विकास प्राधिकरण की वेबसाइट [www.jda.urban.rajasthan.gov.in](http://www.jda.urban.rajasthan.gov.in) पर पंजीकृत हो एवं निविदा में भाग लेने के लिए बोलीदाता को आवेदन करने के लिए दस्तावेज शुल्क, अमानत राशि, आर.आई.एस.एल. प्रोसेसिंग शुल्क ऑनलाईन जमा करनी होगी।
2. ऑनलाईन निविदा प्रस्तुत करने के लिए निविदा दाताओं का राजस्थान सरकार के ई-प्राक्यूमेंट पोर्टल [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) पर पंजीकृत हो।

**-Sd-**

**Executive Engineer (Elect.-II)**

Procuring Entity

## 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- 480    दिनांक    20/02/2017

### SHORT TERM NOTICE INVITING BID

NIB No.: JDA/Ex. Eng. Elect.-II/10/2016-17

Online Bids are invited up-to 2:00 PM of 16/03/2017 for "Providing services of Platform / Solution of AAA & Monetization for Public Wi-Fi Hotspots & Interactive Information Kiosks and posters / wrap around REGS installed in Jaipur City by JDA for a period of 5 years" The last date for Applying Bid and making online payment on JDA portal is up-to 3:00 PM of 14/03/2017. Details may be seen in the Bidding Document at our office or the State Public Procurement Portal website [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in), [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) and [www.jda.urban.rajasthan.gov.in](http://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](http://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](http://www.eproc.rajasthan.gov.in) for online e-Bid submission.

**-Sd-**

**Executive Engineer (Elect.-II)**  
Procuring Entity

<b>Detailed Short Term NIB</b>	
<b>Name &amp; Address of the Procuring Entity</b>	<ul style="list-style-type: none"> <li>➤ Name: Executive Engineer (Elect.-II), Jaipur Development Authority</li> <li>➤ Address: Room No. 26, Main Building, Second Floor, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004 (Rajasthan)</li> <li>➤ e-mail : ee.electric@jaipurjda.org</li> </ul>
<b>Subject Matter of Procurement</b>	➤ “Providing services of Platform / Solution of AAA & Monetization for Public Wi-Fi Hotspots & Interactive Information Kiosks and posters / wrap around REGS installed in Jaipur City by JDA for a period of 5 years”
<b>Bid Procedure</b>	➤ Single-stage Two part open competitive eBid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>Bid Evaluation Criteria (Selection Method)</b>	➤ Highest Revenue Based Selection (HRBS) - H1
<b>Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.</b>	➤ Websites: <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a> , <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> , <a href="http://www.jda.urban.rajasthan.gov.in">www.jda.urban.rajasthan.gov.in</a>
<b>Website for online Bid application and payment *</b>	<ul style="list-style-type: none"> <li>➤ Website: <a href="http://www.jda.urban.rajasthan.gov.in">www.jda.urban.rajasthan.gov.in</a></li> <li>➤ 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"> <li>○ Bidding document fee: Rs. 400.00 Rupees (Four Hundred only)</li> <li>○ RISL Processing Fee: Rs. 1000.00 (Rupees One Thousand only)</li> <li>○ Requisite Bid Security Deposit</li> </ul> </li> </ul>
<b>Estimated Cost</b>	➤ INR 1, 40,00,000.00 (Rupees One Crore forty Lakhs Only)
<b>Bid Security Deposit</b>	<ul style="list-style-type: none"> <li>➤ 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 &amp; Financial Reconstruction</li> <li>➤ 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.</li> </ul>
<b>Applying Bid and making Online Payment on JDA portal</b>	<ul style="list-style-type: none"> <li>➤ Start Date: 24/02/2017 at 05:00 PM onwards</li> <li>➤ End Date: 14/03/2017 at 03:00 PM</li> </ul>
<b>Bid Submission on e-Procurement Portal of GOR</b>	<ul style="list-style-type: none"> <li>➤ Start Date: 24/02/2017 at 05:00 PM onwards</li> <li>➤ End Date: 16/03/2017 at 02:00 PM</li> </ul>
<b>Date/ Time/ Place of Technical Bid Opening</b>	<ul style="list-style-type: none"> <li>➤ 16/03/2017 at 03:00 PM</li> <li>➤ PB-SF-201, Room No. 201, Second Floor, Parking Building, Ram Kishore Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004 (Rajasthan)</li> </ul>
<b>Date/ Time/ Place of Financial Bid Opening</b>	➤ Will be intimated later to the Technically qualified bidders
<b>Bid Validity</b>	➤ 90 days from the bid submission deadline
<b>A. Payment Options:</b> <b>Option-1: Electronic Fund Transfer (EFT: NEFT/RTGS)</b> If the bidder selects payment mode as EFT (NEFT/RTGS), “Paying Slip for EFT (NEFT/RTGS)” will be generated by the system for the complete amount. The payment can be made from <b>any Bank any Branch</b> using this Paying Slip through NEFT/RTGS (Claim against payment made through EFT in any other JDA bank account will not be acceptable and bidder stands disqualified from participation in the bid applied for). After successful transaction through NEFT/RTGS, as per the standard procedures it may take 4 to 24 hours in process of confirmation of EFT through Auto-Process depending on the time of EFT done. Therefore, option to make payment through EFT (NEFT/RTGS) will be available till 2 days prior to closing date of bid participation. <b>Option-2: Payment Gateway (Aggregator)</b> The facility to make payment through Debit Card, Credit Card, Net banking etc., will be available. User can use this facility from <b>anywhere any time</b> till the closing date & time of bid participation. <b>Option-3: BG</b> In case of bid security deposited in the form of BG as the remaining payment will be done through Payment Gateway, on successful transaction the “ <b>Bid Participation Receipt</b> ” will be generated on real time basis. BG	

should be payable at Jaipur.

**B. Bid Participation Receipt**

After confirming payment, the bidder will get Bid Participation Receipt on the basis of which user will get the payment details along with other details for bidding on e-Procurement portal of GOR.

- In case complete payment is done through Payment Gateway, on successful transaction the “**Bid Participation Receipt**” will be generated on real time basis.
- In case complete payment is done through EFT (NEFT/RTGS), on confirmation of payment from ICICI Bank (Auto Process) “**Bid Participation Receipt**” will be available on Login of Bidder on JDA portal.

**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](mailto: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

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## Process for Participation & Depositing Payment Online

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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](http://www.jaipurjda.org).

### To participate in the bid, bidder has to be:

- a) Registered on JDA website [www.jaipurjda.org](http://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](http://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](http://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

<b>Bid Id :</b> 6215152001	<b>Procurement Entity :</b> XXXXXXXXXXXXXXX
<b>Bid Title :</b> Testing	
<b>Bid Value :</b> 300000	<b>Bid Opening Place :</b> Manthan Hall, Jaipur Development Authority

#### Bidder Detail

<b>Name of Entity :</b> XXXXXXXXXXXXXXX	<b>Mobile:</b> 9829012345
<b>Registration Type:</b> Individual	<b>Instrument Amount :</b> 32500.00
<b>Payment Mode:</b> Online/UTR	<b>Payment Channel :</b> Payment Gateway/ICICI Branch - JDA
<b>Instrument No :</b> 456123789	<b>Instrument Date :</b> 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

<b>Instrument Type:</b> 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
<b>Issuer Detail :</b> Jaipur Development Authority		<b>ChallanNumber:</b> 641515600014	

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



## Abbreviations & Definitions

JDA	Jaipur Development Authority
GOR	Government of Rajasthan
Act	The Rajasthan Transparency in Public Procurement Act, 2012 and Rules 2013, Government of Rajasthan, Rajasthan
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and "procure" or "procured" shall be construed accordingly
Procuring Entity /Purchaser/ Tendering Authority/ Buyer	Person or entity that is a recipient of a good or service provided by a Bidder / Supplier/Seller under a purchase order or contract of sale.
Bidder Supplier/Seller	A company registered under Indian Companies Act, 1956 or a partnership firm registered under Partnership Act or a proprietorship firm.
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security Deposit	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents. Also called as BSD.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract/ Project Period shall commence from the date mention in the Work Order
AoC	Award of Contrat
AoS	Award of Service
BoS/ BoQ	Bill of Service/Bill of Quantity
BG	Bank Guarantee
Day	A calendar day as per GoR/ 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

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## Section 1: Project Profile & Background Information

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- 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 Jaipur smart city project phase 1, 2 and 3 has already initiated the process of developing Jaipur City as a Smart City with the use of IT/ICT based interventions, wherein enduse cases such as Wi-Fi Hotspots, Interactive Information Kiosk, Remote Kiosk for Government Services (REGS), IP Surveillance, Environmental Sensor, Parking Information system and smart Lighting solutions have been installed at selected locations of Jaipur City.
- 6.0** In the pilot phase, 2 locations namely, Central Park and Jawahar Circle park were taken up where Wi-Fi hotspots and Interactive Information Kiosks were installed by JDA. Subsequently, under Smart City project Phase 1 by JDA, another 30 locations were made public Wi-Fi hotspots, such as tourists spots, public parks, hospitals and metro stations; and 15 Interactive Information Kiosks were installed at these places; and REGS have been installed at 2 locations. Similarly, under phase-2 project, another 12 sites were made public Wi-Fi hotspots and 6 Interactive kiosks along with 2 REGS have been deployed and UP & LIVE.
- 7.0** In the phase-3 project, the work has been awarded and another 10 locations will added as public Wi-Fi hotspots, 11 Interactive Kiosks and 2 more REGS shall be deployed; for which the work is under progress and shall made Up & Live in next 4-6 months period. In future also, JDA may take up such projects wherein locations shall be deployed with public Wi-Fi hotspots and or Interactive Kiosks / REGS.
- 8.0** So, as on date the status of Wi-Fi hotspots, Interactive Kiosks & REGS deployed and under progress at various selected locations in Jaipur city are as under –

Item Description	Pilot Project	Nos. in Phase-1	Nos. in Phase-2	Nos. in Phase-3	Total Nos.
Public Wi-Fi Hotspots	2	30	12	10	54
Interactive Information Kiosks	2	15	6	11	34
REGS	-	2	2	2	6

- 9.0** Currently the Wi-Fi experiences about 13,000 - 15,000 sessions every day from Phase-1 & 2
- 10.0** As free Wi-Fi in any Smart City project needs strong monetization and analytics to make it more useful and financially feasible, JDA also wishes to monetize its Wi-Fi Hotspots & Kiosks and REGS by showing Digital content and advertisements on the user sessions and devices and also by paid Internet once daily free quota gets over.
- 11.0** JDA wish to Select an Agency who will build, integrate and manage complete monetization of JDA Wi-Fi and Interactive Kiosks / REGS and will be responsible for getting Digital Advertisements, run them and work on a minimum revenue commitment basis with JDA.

## 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 6 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	Bidder Entity	Joint ventures or Consortiums are <b>NOT</b> allowed to bid or meet the eligibility criterion. Bidder should bid on their own strength and meet all eligibility criteria.	The bidder is required to furnish a self-declaration on letter head.
2	Legal Entity	The bidder should be a Company registered under the Indian companies' act, 1956 (or) under the Limited Liability Partnership Act, 2008 (or) Partnership Act, 1932.	a) Certificates of incorporation b) Registration Certificates
3	Bidder's Service Experience	The prospective bidder should have executed at least one project of Campus Wi-Fi Guest management and AAA, and two Public Wi-Fi project including content & Ad push and AAA services.	Attach relevant client Work orders/certificates.
4	Systems Capability	The bidder should have the ability to push ads and monetise a Wi-Fi network thru different channels/methods. It should include custom Splash page designs, user flow and integrated SMS and payment gateways	Self-declaration, flow diagrams and PoC.
5	Tax registration	The Bidder should have a registered: a. Income Tax / Pan Number b. Service Tax Number	Copies of relevant(s) Certificates of registration.
6	Technical Specifications of Items	The quoted product should fulfill all the technical specification laid in the tender document mentioned in Annexure (Technical Specifications of Items). The Bidder should enclose relevant reports, brochures, screenshots, process flow-chart, etc. in support of all the items quoted.	Compliance certificate and documentation

- 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.

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## Section 3: Project Objective & Broad Scope of Work

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### Introduction

- a. The successful bidder will have to ensure seamless integration of its monetization platform with wireless infrastructure which is currently installed in JDA. Any middleware or devices required for seamless integration would be bidder's responsibility at no additional cost to JDA.
- b. If required, the bidder will do a proof of concept to show its features and deliverables.
- c. The platform proposed by the bidder should be fully secured. All the management traffic going to the Cloud AAA should pass through a secured session.
- d. For deploying this solution / platform, the bidder has a choice to opt JDA resources or own cloud.
- e. All the components required for successful integration and delivery of advertisements would be supplied by the bidder without any cost to JDA.
- f. The bidder will be responsible for end to end process and operations of monetization including sourcing of digital content and advertisements from open market. JDA will only assist in getting content from State Government departments.
- g. The platform should support ad targeting based on geography, time of the day, Operating system, etc.
- h. The ad injecting platform proposed by the bidder should support at least following types of ad formats–
  - I. **Click to Site** – An ad leading to a website when clicked.
  - II. **Video** – An ad showing streaming video as an ad and successful redirect when clicked.
  - III. **Mobile app push** – Ad leading to download page of the respective mobile app store when clicked.
  - IV. **Offers** – An ad showing offer and discounts delivered directly to users' mailbox.
  - V. **Survey** – An ad in a format of a user feedback or satisfaction survey.
  - VI. **Social Media** – An ad leading a user to a social media action on Facebook or twitter.
  - VII. **In-Session ads** – Ads shown in between session on the user's browser.
- i. Authentication, Authorization and Accounting (AAA), user data logs, reporting and complete ad analytics will be the responsibility of the successful bidder without any extra cost to JDA. The bidder will retain and keep all soft records for at least 2 years.
- j. The successful bidder's platform should have payment and SMS gateway integrated for online payments of paid internet access and OTP delivery thru SMS.

- k. It must be possible to configure multiple paid Internet plans and customise them on real-time basis.
- l. The platform proposed should have in built customizations like session limiting, bandwidth limiting, etc. from day one.
- m. The payment gateway should offer user the choice of multiple payment options including M-Wallets.
- n. The SMS gateway should run on an express-transactional delivery route to deliver Internet access pin to the user instantly and a DND number without any delay.
- o. The successful bidder will be responsible for end to end services management of free as well as paid Wi-Fi.
- p. The proposed platform should have Social media integration for seamless authentication for future scalability.
- q. The proposed solution should comply to all regulatory guidelines of DoT and other relevant orders/advisory issued by Hon'ble courts from time to time.
- r. The bidder will dedicate one resource onsite for support and operations during the contract period. The in-house resource will be responsible for day to day monitoring, report generation and troubleshooting.
- s. The provided platform should have an uptime of 99% or more during the contract period.
- t. The successful bidder will have to deploy and make the system go-live within 30 calendar days from the date of issue of work order. The go-live date will be considered as the commencement of the revenue sharing period.
- u. The successful bidder will submit weekly, fortnightly and monthly log reports of user logins, user sessions, user device and its OS, locations and mobile numbers, etc.
- v. The successful bidder will submit performance, log reports on ads being shown from time to time.
- w. The Bidder will setup a Helpdesk with phone and email support to ensure response in 24 hrs and resolution in 72 hrs in case if any complain or issue from any Wi-Fi user on authentication or Payment arises. The support info should be clearly mentioned on the Wi-Fi landing page.
- x. The bidder will be responsible to ensure adherence of Ad publishing guidelines as laid down by Information & Broadcasting Ministry, GoI from time to time.
- y. The typical User flow diagram and suggestive architecture is annexed with this RFP.

## Project Deliverables, Milestones & Time Schedule:

1. The successful bidder is expected to carry out work for Implementation of Platform/Solution coordination with JDA and SI's, and to be approved by JDA.
2. Implementation phase - 1 months from date of award of contract
3. O&M Phase - 5 years from the successful execution / completion of the Implementation phase

## Revenue receiving terms and Performance BG :

- The successful bidder would be paying to JDA on quarterly basis, of amount of minimum committed revenue generation based on the Nos. of Hotspots & Kiosks and REGS Up & Live at the start of the quarter, as per the below matrix;

Year	Nos. of Hotspots & Kiosks and REGS Up & Live at the start of the year	Rate quoted by the successful bidder per Hotspots & Kiosks and REGS	Amount of BG based on the Amount of minimum committed revenue per annum
1st Year	X = Nos. of Hotspots Y = Nos. of Kiosks Z = Nos. of REGS	A = Rate per Hotspots per month x 12 B= Rate per Kiosks per month x 12 C = Rate per REGS per month x 12	$BG = (AxX + BxY + CxZ)$
2nd Year	X = Nos. of Hotspots Y = Nos. of Kiosks Z = Nos. of REGS	A = Rate per Hotspots per month x 12 with incremental value @5% from quoted rates B= Rate per Kiosks per month x 12 with incremental value @5% from quoted rates C = Rate per REGS per month x 12 with incremental value @5% from quoted rates	$BG = (AxX + BxY + CxZ)$
3rd Year	X = Nos. of Hotspots Y = Nos. of Kiosks Z = Nos. of REGS	A = Rate per Hotspots per month x 12 with incremental value @10% from quoted rates B= Rate per Kiosks per month x 12 with incremental value @10% from quoted rates C = Rate per REGS per month x 12 with incremental value @10% from quoted rates	$BG = (AxX + BxY + CxZ)$
4th Year	X = Nos. of Hotspots Y = Nos. of Kiosks Z = Nos. of REGS	A = Rate per Hotspots per month x 12 with incremental value @15% from quoted rates B= Rate per Kiosks per month x 12 with incremental value @15% from quoted rates	$BG = (AxX + BxY + CxZ)$



		quoted rates  C = Rate per REGS per month x 12 with incremental value @15% from quoted rates	
5th Year	X = Nos. of Hotspots  Y = Nos. of Kiosks  Z = Nos. of REGS	A = Rate per Hotspots per month x 12 with incremental value @20% from quoted rates  B= Rate per Kiosks per month x 12 with incremental value @20% from quoted rates  C = Rate per REGS per month x 12 with incremental value @20% from quoted rates	BG = (AxX + BxY + CxZ)

- The date of handing over of site(s) to the successful bidder would be reckoned as the 1st day of succeeding month of the site(s).
- The performance BG shall be furnished within 7 days of award of the contract / work order, which shall be kept valid for 18 months, as per enclosed format. The BG amount shall be as per above matrix, at the time placing of Work order / contract. The BG amount shall be revised on yearly basis, based on the nos. Up & Live sites at the start of the year.
- On non-receipt of the committed amount in JDA's account by the bidder upto 15th day of starting month of corresponding quarter (eg. 15th Jan, 15th Apr, 15th July or 15th Oct or as the case may be), the performance BG as per above matrix would be forfeited and intimated the Bidder. In such scenario, the amount of revenue already remitted to JDA in that particular year for which BG is invoked, such amount would be refunded back to the Bidder.
- In case of delay beyond 15 days in depositing the committed revenue to JDA, an interest penalty @12% p.a. shall be levied for the delayed period.
- The currency or currencies in which payments shall be received by JDA from the successful bidder under this Contract shall be Indian Rupees (INR) only.
- All remittance charges and taxes / duties, if any, will be borne by the successful bidder.

## Service Level Agreement

### a. UPTIME:

- SLA Requirement – Average uptime should be **≥ 99%**.
- Report Requirement – Average Uptime (Availability) Report

Calculation Criteria	Amount of penalty
Average Uptime 99% or above	No penalty
Average Uptime between 99% - 97%	1% Monthly Committed (Per Unit)
Average Uptime between 96% - 95%	2% Monthly Committed (Per Unit)
Average Uptime below 95%	5% Monthly Committed (Per Unit)

**b. SLA Manpower Requirements :**

The Bidder shall provide following minimum manpower resources for on-site requirement with no other responsibility to meet out the SLA:

S. No	Professional	Minimum Resources
1.	Technical Support Manpower with requisite experience and qualification	1

- In addition to above professionals, to meet out the SLA, the bidder shall provide professionals / personnel at JDA.
- The above 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 :-

Type of Professional	Penalty on non-availability of resource
Technical Support Manpower	Rs. 1500.00 per resource per absent days

- The above penalty would be added to the succeeding quarterly receipt of the revenue generation amount to be transferred to JDA by the bidder

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## **Section 4: Instructions to Bidder (ITB)**

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### **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 successful bidder will be the firm who offers highest minimum committed revenue per month per Wi-Fi hotspot, per Kiosk and per REGS, meaning selection method is Highest Revenue Based Selection (HRBS or H1).

#### **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:**

- The evaluation of the bid would be carried out in two parts: Part-I Technical Evaluation based on technical qualification as per eligibility criteria as above and Part - II Financial Bids.
- All the participating bidders would have to submit a Proof of Concept (PoC) showing their capabilities regarding Deployment and Implementation of Platform / Solution of AAA & Monetization for Public Wi-Fi Hotspots & Interactive Information Kiosks, as per JDA requirement, based on which capabilities of the bidder would be judged and financial bids of successful bidder in PoC would only be opened.
- Bids shall be evaluated 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 H1, H2, H3 etc. H1 being the highest offer that the JDA will receive as minimum committed revenue.
- 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 highest offer for acceptance to the procuring entity.
- h) The members of bids evaluation committee shall give their recommendations below the table regarding highest 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 highest or most advantageous bidder when the rates are considered to be much lower 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 highest 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 highest 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 highest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the highest 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 highest or most advantageous bidder, then to the third highest 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 low, 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 highest 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) 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.

- c) 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.
- d) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- e) 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.

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## Section 5: General Terms & Condition of Bid & Contract

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**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.

- l) "The Site," where applicable, means the designated project place(s) named in the bidding document.

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

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

### **3. Interpretation**

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

### **4. Language**

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful / selected bidder and the Purchaser, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language



specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.

- b) The successful / selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

## **5. Eligible Goods and Related Services**

- a) For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.
- b) The OEM / Vendor of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares within next business day or maximum 30 hours.
- c) The OEM / Vendor of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution / System Integration partner agreement will not be accepted.
- d) Bidder must quote products in accordance with above clause "Eligible goods and related services".

## **6. Notices**

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

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

## **8. Scope of Supply**

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- c) The bidder shall not quote and supply 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: As the above bid is a revenue bid,** All remittance charges and taxes / duties, if any, will be borne by the successful bidder.

### **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.

- 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.

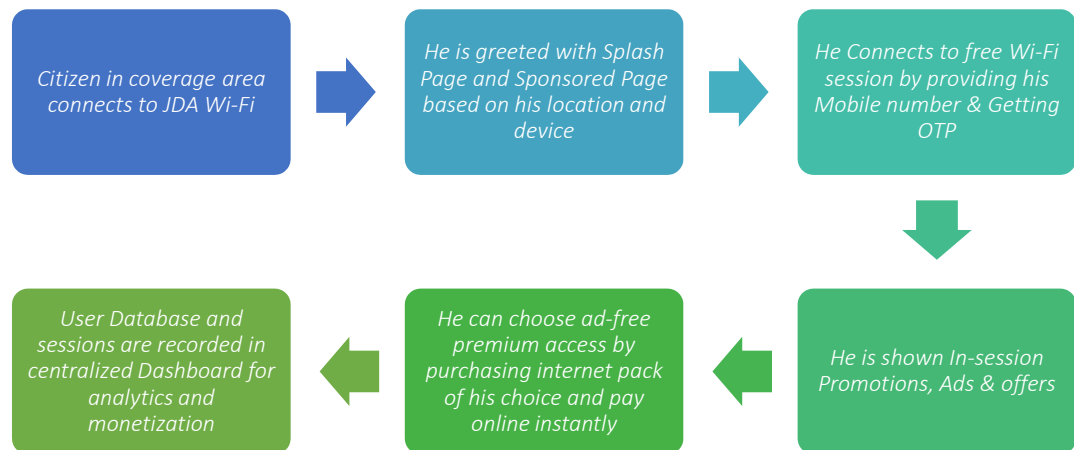
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## Section 6: Special Terms & Conditions of Bid & Contract

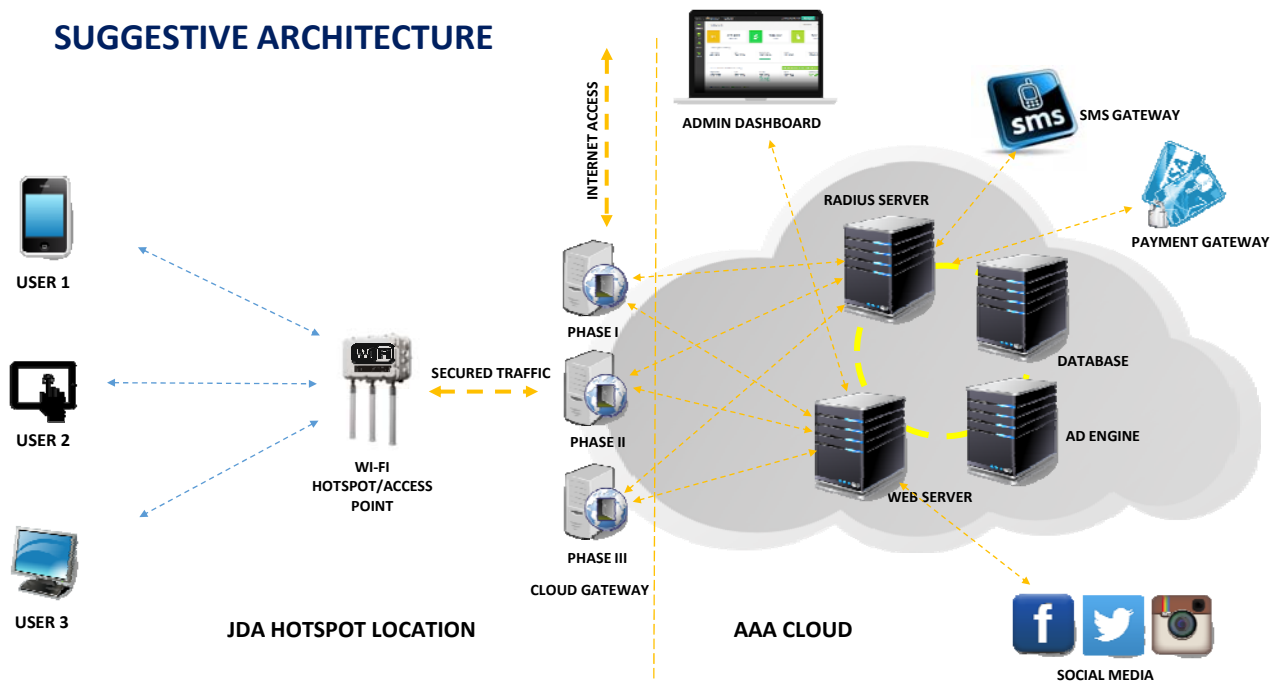
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- 1. Contracting:** Under this contract Sub-Contracting is not allowed by the successful bidder(s).
- 2. Project/Contract Period:** The successful Bidder is expected to carry out all ground work before start the services in direction of Nodal Officer 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 work as per the date mentioned in the Award of Contract (AoC)/Work Order which will also be treated as the start of project date.

## USER FLOW



## SUGGESTIVE ARCHITECTURE



### **Annexure-1: Bill of Material (BoM)**

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<b>S.No</b>	<b>Items (Specifications are as per Annexure-2)</b>	<b>Unit</b>	<b>Quantity</b>	<b>Warranty/ SLA</b>
1	Deployment and Implementation of Platform / Solution of AAA & Monetization for Public Wi-Fi Hotspots & Interactive Information Kiosks and REGS	No.	1	As per SLA mention in NIB document
2	FMS for 5 Years	Year	1	Professional Manpower and SLA as per NIB document

## Annexure-2: Technical Specifications of Items

(stamped and signed by the bidder)

Platform /Solution		
S. No.	Functionality	Compliance Y/N
1	The AAA platform should be vendor agnostic and integrate seamlessly with all major OEMs.	
2	It should be possible to create and edit SSID specific Splash Pages	
3	It should have Multiple Hotspot login options – SMS token, Paid premium access, Third party RADIUS, Social Media (eg. Facebook/Twitter/Google Check-in).	
4	The platform should feature Zero Touch Deployment with remote configurations.	
5	It should support Seamless Roaming between multiple APs (Multi-Vendor).	
6	The solution should be Hotspot 2.0 capable.	
7	The solution should have Complete reporting and built-in analytics with Admin Dashboard.	
8	It should have Integrated SMS & Payment Gateways.	

Functional Features		
S. No.	Functionality	Compliance Y/N
1	Concurrent session limits per SSID	
2	Bandwidth limit per SSID and per connected user with upload and download limits	
3	Session and idle timeout customizations per SSID	
4	Walled Garden	
5	Session data logging – User Mobile number & MAC address, Source IP, Device Make & OS details, AP MAC, session time, etc.	
6	Seamless Roaming between networks.	
7	API Support: Integration with 3rd party applications	
8	Adaptive Splash Pages - BYOD Ready	

Monetization Features		
S.No.	Functionality	Compliance
1	Branded Splash Page – Customization of Logo, background, colours, etc.	
2	Ad push – All Formats	
3	Pre-Authentication Ads and Native Ads	
4	Social Media action – page like etc.	
5	Third party website/page diverts on successful login.	



Monetization Features		
S.No.	Functionality	Compliance
6	In session ad push.	
7	Push Notifications.	
8	App push.	
9	Paid Ad-free Access	
10	User analytics – Repeat user/Loyal user.	

Different Monetization Streams		
S.No.	Functionality	Compliance
1	<p>Pre-Authentication Ads :</p> <p>Premium Ads which are served on Captive Portal before the visitor connects to the internet. Full-screen, guaranteed delivery and 100% share of voice.</p> <ul style="list-style-type: none"> <li>a. Click to website <ul style="list-style-type: none"> <li>i. Ads shown on pre-authorisation and in-between sessions to encourage user to visit website.</li> </ul> </li> <li>b. Video <ul style="list-style-type: none"> <li>i. Online videos are an exciting and interactive way to engage people and encourage them to visit a site. We support YouTube ads!</li> </ul> </li> <li>c. Offers &amp; Vouchers <ul style="list-style-type: none"> <li>i. Online offers and product vouchers pushed to user's device which can be redeemed at the nearby store.</li> </ul> </li> <li>d. App Install <ul style="list-style-type: none"> <li>i. Online ads encouraging users to install apps from app store.</li> </ul> </li> <li>e. Survey &amp; Feedback <ul style="list-style-type: none"> <li>i. Creating Survey is one of the best way to engage visitors using emoticons or question and answers.</li> </ul> </li> <li>f. Social Media <ul style="list-style-type: none"> <li>i. Promoting a Facebook Page, asking to like or Check in. Promoting Twitter page and encouraging user to follow the page.</li> </ul> </li> </ul>	
2	<p>IN-Session Ads</p> <p>This allows to engage the users during Internet session. This content is inserted into the web pages.</p> <ul style="list-style-type: none"> <li>a. Reaching users while they are browsing the internet. In-Session Ads should be displayed right in the users' browser on smart phones, tablets or laptop.</li> <li>b. The In-Session Ads will deliver interesting, user- friendly commercials that will increase advertiser's visibility and earnings.</li> </ul>	

### Annexure-3: Technical Bid Evaluation Checklist

#### Part – A: Authorization / Undertaking / Declarations

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

#### Part – B: Eligibility Criteria

S. No.	Basic Requirement	Specific Requirements	Documents Required	Page No. (to be filled by bidder)
1	Bidder Entity	Joint ventures or Consortiums are <b>NOT</b> allowed to bid or meet the eligibility criterion. Bidder should bid on their own strength and meet all eligibility criteria.	The bidder is required to furnish a self-declaration on letter head.	
2	Legal Entity	The bidder should be a Company registered under the Indian companies' act, 1956 (or) under the Limited Liability Partnership Act, 2008 (or) Partnership Act, 1932.	c) Certificates of incorporation d) Registration Certificates	
3	Bidder's Service Experience	The prospective bidder should have executed at least one project of Campus Wi-Fi Guest management and AAA, and two Public Wi-Fi project including content & Ad push and AAA services.	Attach relevant client Work orders/certificates.	
4	Systems Capability	The bidder should have the ability to push ads and monetise a Wi-Fi network thru	Self-declaration, flow diagrams and PoC.	

		channels/methods. It should include custom Splash page designs, user flow and integrated SMS and payment gateways		
5	Tax registration	The Bidder should have a registered: c. Income Tax / Pan Number d. Service Tax Number	Copies of relevant(s) Certificates of registration.	
6	Technical Specifications of Items	The quoted product should fulfil all the technical specification laid in the tender document mentioned in Annexure (Technical Specifications of Items). The Bidder should enclose relevant reports, brochures, screenshots, process flow-chart, etc. in support of all the items quoted.	Compliance certificate and documentation	

## Annexure-4: 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 :	

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## **Annexure-5: Bidder's Authorization Certificate (On bidder's letter head)**

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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

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## **Annexure-6: Self-Declaration – No Blacklisting (On bidder's letter head)**

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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 :	

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

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### **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 :	



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## **Annexure-8: Certificate of Conformity/No Deviation/ End of Service Support (On bidder's letter head)**

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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 :	

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## **Annexure-9: Undertaking On Authenticity of Items (On Non-Judicial Stamp Paper of Rs. 100/-)**

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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 :	

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## **Annexure- 10 : Undertaking for functional requirement of Equipments (Letter Head)**

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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-11: 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 :	

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

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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-13: 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).

<b>Tender Inviting Authority: Executive Engineer (Elect.-II), JDA, Jaipur</b>						
<b>Name of Work: Providing services of Platform / Solution of AAA &amp; Monetization for Public Wi-Fi Hotspots &amp; Interactive Information Kiosks and posters / wrap around REGS installed in Jaipur City by JDA for a period of 5 years</b>						
<b>Short Term NIB No.: JDA/Ex. Eng. Elect.-II/10/2016-17</b>						
<b>Bidder Name :</b>						
<b>PRICE SCHEDULE</b>						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )						
Sl. No.	Item Description	Unit in Numbers	Period (Months)	Per Man Month Charges (Rs.)	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	3	4	5	6 = (3*4*5)	7
1	Monetization from Public Wi-Fi Hotspots	1.0000	1.0000		0.0000	INR Zero Only
2	Monetization from Interactive Information Kiosks	1.0000	1.0000		0.0000	INR Zero Only
3	Monetization from Posters / Wrap around REGS	1.0000	1.0000		0.0000	INR Zero Only
<b>Total in Figures</b>					<b>0.0000</b>	INR Zero Only
<b>Quoted Rate in Words</b>						

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

## **Annexure-14: 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–15: Agreement (On Non-Judicial Stamp Paper)**

### **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 Providing services of Platform / Solution of AAA & Monetization for Public Wi-Fi Hotspots & Interactive Information Kiosks and posters / wrap around REGS installed in Jaipur City by JDA for a period of 5 years 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 :

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## **Annexure-16: Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012**

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### **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**