



**REQUEST FOR PROPOSAL (RFP)/BID DOCUMENT**

**For**

**PROCUREMENT OF SETTING UP OF INTEGRATED  
SMART CLASSES, SUPPLY OF EQUIPMENT,  
TRAINING AND MAINTENANCE IN EDUCATIONAL  
INSTITUTIONS**

Tender Reference No. 02/2021-22



Government of Rajasthan  
जनजाति क्षेत्रीय विकास विभाग

सत्यमेव जयते

**Head Office:**

COMMISSIONER, TRIBAL AREA DEVELOPMENT DEPARTMENT

1, Saheli Marg, Udaipur- Rajasthan

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in

## Table of Contents

Notice Inviting Bid.....	2 - 3
Instructions for online submission of e-Bid.....	4
Eligibility Criteria & Technical Check List.....	5 - 6
Details of Bidder.....	7
<b>SECTION I:</b> Instructions to Bidders.....	8 - 19
<b>SECTION II:</b> Bid Data Sheet.....	20
<b>SECTION III:</b> Scope of Work & Evaluation Criteria.....	21 - 29
<b>SECTION IV:</b> General Terms & Conditions.....	30 - 40
<b>SECTION IV:</b> Additional Terms & Conditions.....	14 - 43
<b>SECTION V:</b> Annexure/Forms.....	44 - 78

**TRIBAL AREA DEVELOPMENT DEPARTMENT**

**Head Office: Commissioner, Tribal Area Development Department, Udaipur**

Phone - 0294-2428721-24, Fax No. 0294-2411417, E-Mail : comm.tad@rajasthan.gov.in,  
comm.tad.@gmail.com

No.F.6( )Acct./CTAD/Purchase/eClass/2020-21/13032

Date: 09.04.2021

**NOTICE INVITING E-BID (NIB No. 02 /2020-21)**

Sealed Single Stage Two-envelopes unconditional online Bids are invited on behalf of the Governor of Rajasthan for Setting up of Integrated Smart Classes, Implementation and Training in Educational Institutions conducting under the Tribal Area Development Department, as per the Bidding Schedule given below:

S.No.	Items	Estimated Cost (Rs in Lacs.)	Bid Fees Document (Rs)	RISL Processing Fee (Rs)
1.	Setting up of Integrated Smart Classes, Implementation and Training, Maintenance in Educational Institutions	640.00	2000.00	1000.00

**Bidding Schedule**

Sr.No.	Subject	Date	Time
1.	e-publishing Date	09-04-2021	01:00 PM
2.	Document Download Start Date	09-04-2021	02:00 PM
3.	Document Download End Date	28-04-2021	05:00 PM
4.	Pre Bid meeting date, time & place Office of The Commissioner, TADD, Udaipur	22-04-2021	11:00 AM
5.	Bid Submission End Date	29-04-2021	06:00 PM
6.	Technical Bid Opening Date	30-04-2021	03:00 PM
7.	Submission of Bid Fee, processing fees	29-04-2021	01:00 PM

1. Purchase preference shall be admissible as per detailed Instructions to Bidders/terms and conditions in evaluation of Bids and award of Contract.
2. A Bid Declaration Form will have to be submitted compulsorily by bidders in pursuant to the circular dated 23.12.2020 issued by the Finance (G&T) Department.
3. Bid Document Fee and RISL processing fee must be submitted through eGRAS challan as per circular No. पं.6(5)वित्त/साविलेनि/2019 जयपुर दिनांक 27.04.2020 of Finance (G&T) Department Jaipur, Rajasthan. (Annexure-T)
4. Bid shall not be admissible without submitting Bid Document Fee, RISL Fee and Bid Declaration Form.
5. Bids received after the specified time and date shall not be accepted and opened.
6. The Bids shall be opened by the procurement committee on the date & time as mentioned above, in the presence of the Bidders of their representatives who wish to be present.
7. Bid validity is 90 days from the bid submission deadline.
8. Bidding Document may be seen and downloaded from the website of State Public Procurement Portal, <http://sppp.rajasthan.gov.in> or e-procurement portal <http://eproc.rajasthan.gov.in>, <http://tad.rajasthan.gov.in> and the price of Bidding Document may be paid along with user charges/processing fee, affidavits,

- certificates and Annexure (if any), as required and mentioned in Evaluation & Qualification Criteria, on or before bid submission end date and time, as per bid schedule.
9. Since the Bids have been invited electronically, the procedure for submission of Bids including payment of price of Bidding document, user charges/processing fee, Bid Security, etc. shall be as provided on <http://eproc.rajasthan.gov.in>.
  10. Bidder, who wishes to participate in the Bid, will have to register on <http://eproc.rajasthan.gov.in>. Bidder will have to procure digital signature certificate (DSC) as per Information Technology Act 2000 and amendments, to participate in online Bid.
  11. The procuring Entity reserves the complete right to cancel the bid process and reject any or all of the Bids without assigning any reason thereof.
  12. The Bidders shall have to submit a valid registration certificate from the concerned authorities and the 'PAN' issued by Income Tax Department.
  13. The provisions of RTPP Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules 2013 thereto, the later shall prevail.
  14. Schedule of Supply: Within 90 days from the date of issuing of notification of award of contract. Supply and Installation as per specified given in Appendix and quantity as specified in the schedule of requirements under annexure.

  
Commissioner

Tribal Area Development Department,  
Udaipur



**Instructions for online submission of e-Bid**

- 1- The Bidders who are interested in bidding can download Bid Documents from <http://eproc.rajasthan.gov.in>
- 2- Bidders, who wish to participate in this Bid, will have to be registered on <http://eproc.rajasthan.gov.in>. To participate in online tenders, Bidders will have to procure Digital Signature Certificate (type II or III) as per Information Technology Act-2000 using which they can sign their electronic Bids. Bidders can procure the same from any CCA approved certifying agency i.e. TCS, safe-crypt, (n) code etc or Government of Rajasthan, e-procurement Cell, Department of IT&C, Government of Rajasthan for further assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate. For new Digital Signature Contact No. 0141-4022688 (Help Desk 10.00 AM to 6.00 PM on all working days) email: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in), Address: e-procurement cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.
- 3- Bidder will submit their offer on-line in electronic formats both for technical and financial proposals.
- 4- Before electronically submitting the tenders, it shall be ensured that all the Bid papers including conditions of contract are digitally signed by the Bidder.
- 5- Training for the Bidders on the usage of e-Tendering system is also being arranged by RISL on regular basis. Bidders interested for training may contact e-Procurement Cell, RISL for booking the training slot.
- 6- Bidders are also advised to refer "Bidders manual" available under "Download" section for further details about the e-tendering process.
- 7- The prospective bidders if they so desire may participate in the bid to clarify the doubts in respect of bidding document before last date of submission of Bid in any working day.


**Special Note:-**

All Bidders are advised not to wait till last date and are advised to submit their tender/Bid at the earliest. The TADD will not be responsible for any last minute rush in website. No extension in deposition of Tender/Bid will be allowed.



**ELIGIBILITY CRITERIA & TECHNICAL COVER CHECK LIST**

Sr. No.	Particulars	Enclosed (Yes/No)	Page No
1.	The bidder shall have Minimum average annual turnover of Rs. 2.10 Crore during last three financial years i.e. 2017-18, 2018-19 and 2019-20. Net worth shall be positive as per audited accounts of bidder/firm on 31.03.2020. Regarding average annual turnover of last three financial years i.e. 2017-18, 2018-19 and 2019-20 Bidders shall submit Auditors Report/Certificates along with Bid.		
2.	During last three years period (2017-18, 2018-19, 2019-20), the Bidder Shall have successfully completed similar nature of work of cumulative value of minimum Rs 6.00 Crore or more in all over India (any state & UT). The assignments should have deal with Establishment and Commencement of Integrated Smart Classes (Supply, Installation, Testing, Commissioning and Maintenance including Computer Hardware, Projectors, Servers, Cameras, Networking, UPS etc.) in any government sectors. <b>The bidder shall provide &amp; append copies of work order and submit affidavit regarding successful completion of above said work (on Rs.100 non judicial stamp).</b>		
3.	The Bidder must have Certifications of ISO 9001:2015 or ISO/IEC 20000-1:2018 or ISO 27001:2013. Copies of relevant certificates must be attached to Bid by Bidders.		
4.	The Bidder must have at least 50 full time employees on its rolls on the date of publication of this Bid document. A Certificate from Company HR Department should be provided regarding to minimum strength of Employees with details of employees.		
5.	Self attested copy of PAN card.		
6.	Self-attested copy of Goods and Service Tax registration and copy of latest GST return (Not older than four months) filed shall be enclosed.		
7.	Self attested Copy of firm's registration under Proprietorship/ Indian Partnership Act, 1932/ Indian Companies Act, 1956/ Societies Registration Act, Cooperative Societies Act along with copy of bye laws be submitted with relevant authority in India or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement.		
8.	If the bidder is MSME, in this regard they shall submit relevant forms, certificates and affidavit for applicability.		
9.	Authorization letter of a person who is signing the tender documents on behalf of Bidder(Annexure-L)		
10.	Annexure-A: Compliance with the code of integrity and no Conflict of Interest		
11.	Annexure-B: Declaration by the Bidder regarding Qualifications		
12.	Annexure-C: Grievance Redressal during Procurement Process		
13.	Annexure-D: Additional Conditions of Contract		



Procurement of setting up of integrated smart classes, Supply of equipment, Training and Maintenance in educational institutions

14.	Annexure-E: Annual Turnover Statement (duly certified and signed by Chartered Accountant)		
15.	Annexure-F: Statement of Past Work Experience and Performance		
16.	Annexure-G: Declaration regarding acceptance of Terms & Conditions of Bid		
17.	Annexure-H: Manufacturer's Authorization Form (MAF)		
18.	Annexure-I: Draft Agreement Format		
19.	Annexure-J: Bank Guarantee Format – BID SECURITY		
20.	Annexure-K: Bank Guarantee Format- PERFORMANCE SECURITY (PBG)		
21.	Annexure-L: Bidder's Authorization Certificate		
22.	Annexure-M: Format for submitting of doubts in Pre-Bid meeting		
23.	Annexure-N: Bidders Eligibility Criteria		
24.	Annexure-O: Technical Evaluation Criteria		
25.	Annexure-P: Self-Declaration by Bidder for not being Blacklisted		
26.	Annexure-Q: Technical Undertaking		
27.	Annexure-R: List of Residential Schools and Hostels where to set up of Integrated smart classes		
28.	Annexure-S: Bid Declaration Format in pursuant to the Circular No. पं. 2(1)वित्त/जीएण्डटी-एसपीएफसी/2017 दिनांक 23.12.2020 of finance (G&T) department jaipur, Rajasthan		
29.	Annexure-T: Circular No. पं.6(5)वित्त/साविलेनि/2019 जयपुर दिनांक 27.04.2020 of finance (G&T) department jaipur, Rajasthan		

32

38

2

6

### Details of Bidder

e-Bid Notice No. (NIB) : **02/2020-21**

Date .....

Sr.No.	DETAILS			
1	Name of Bidder			
2	Business Category: (pl tick)	Company	Sole Proprietorship	Partnership
		Limited Liability Partnership	Other, PI Specify	
3	Registration Number of Firm/Company (Also attach relevant certificate)			
4	Address of Correspondence			
5	Mobile No.			
6	GST NO.			
7	PAN NO.			
8	E-Mail Address			
9	<b>BANK DETAILS OF BIDDER</b>		Banker's name	
			Branch	
			Account type	
			Account number/IFS Code	
10	Name of Authorised Signatory			
11	Mobile No. of Authorised Signatory			
12	E-mail ID of Authorised Signatory			
13	Whether Bidder is a Manufacturer or Authorised Dealer, if Bidder is a Authorised Dealer then Name of Brand/Brands			
14	Any other Details			
	Signature of the Bidder with Seal			
	(Name _____)			
	(Designation _____)			

\* Attach separate sheet for details, where required.

\* In case of authorized representative signing this document enclose copy of the authority letter as per Annexure-L.



## SECTION I: INSTRUCTIONS TO BIDDERS (ITB)

**Important Instruction:-**The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012"[hereinafter called the Act] and the "Rajasthan Transparency in Public Procurement Rules, 2013"[hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in>. Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this bidding document, the provisions of the Act and the Rules will be prevail.

### 1. General Introduction

The objective of the Bid is to providing quality education to the students of educational institutions and hostels which are conducting through the Department. The department invites proposals from interested parties to participate in this project to setup Smart Class collaboration system to 36 numbers of Educational Institutions and 90 Hostels spread across the state. Such interested parties ("Bidders") are required to submit detailed proposals as per provisions of the RFP ("Bid Document or Proposal").

The Proposals would be evaluated on the basis of the evaluation criteria set out in this Bid document in order to identify the successful Bidder for the Project.

The Successful Bidder would then have to enter into an Agreement with the Tribal Area Development Department, and perform its obligations as stipulated therein in respect of the Project.

The Successful Bidder would be required to;

- I. Setup Integrated Smart Classes with all the equipment's, accessories, software, training, monitoring, site preparation, providing UPS power backup, as per the specified specifications at all the specified locations of State and provide necessary electrical wiring in the room decided by the head teacher of the concerned Institution. However, these rooms already have electrical contact points. Necessary wiring needs to be done to install the UPS and Smart Class equipments.
- II. Provide regular maintenance of aforesaid systems including hardware, software and the UPS for the period of contract, in accordance with the terms and conditions laid down in the service level agreement;
- III. Provide training to the teachers of the Institutions where the smart Class Systems are installed would be provided with the use of the entire solution handling the software and the teaching learning methodology using the solution as well as doing the video conferencing, lecture capturing methods, repeated learning options, interaction using the cloud technology etc.

The period of the contract is 3 years from the date of the installation and commissioning of the last of the systems in the Institutions.

The Successful Bidder, upon successful completion of the supply, installation and commissioning of the smart Class solution and equipments, UPS, Training and for maintenance services as per SLA would be paid in accordance with the terms and conditions set out in this RFP Document.



## **2. Sale of Bidding/ Tender Documents**

The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped as per NIB. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.

## **3. Pre-bid Meeting/Clarifications**

- a) Bidder shall read these terms & conditions carefully and comply to it strictly while submitting their bids. If a bidder has any doubt regarding the terms & conditions and specifications mentioned in the tender notice/catalogue, he shall get his doubt clarified during the pre-bid meeting on the date and time as mentioned in the bidding schedule in the office of Commissioner TADD Udaipur. The decision of the Commissioner TADD, Udaipur will be final and binding on the bidder.
- b) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

## **4. 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.

## **5. 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.

## **6. Format and Signing of Bids**

- a) Bidders must submit their bids online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- b) All the documents uploaded shall be digitally signed with the DSC of authorized signatory and uploaded only in PDF format with clear readability and prescribed file name as mentioned in the table below. All the bid document and required supporting documents should be signed in original with blue ink. Scanned signature on any document is not permitted.
- c) A Single stage Two part/cover system shall be followed for the Bid:-  
**Part-I/Technical Cover** (in PDF format)-

### **A. In the Fee Cover (in PDF format)**

Department copy of eChallan (Bid document Fee, Bid security Declaration Form and RISL fee detail)

### **B. In the Technical document cover (in PDF format)-**

Scanned copy (signed & sealed) of the Technical Bid along with all the documents mentioned in the "Eligibility Criteria/Technical Cover Check List", in support of the Eligibility Criteria (Annexure-N) and supporting papers (except BoQ Sheet) for evaluation of Technical Bids.

### **Part-II/Financial Cover** (.xls format)

Financial Proposal Submission Sheet, i.e. **BOQ.xls format**.

### **Note:-Bid will be liable for outright rejection if:-**

I. Any rates are disclosed in Technical cover-A & B.

II. Any discounts/ special offers are made in Technical cover-A & B.

The bidder shall 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.

The financial Bids of only those Bidders would be opened and considered, whose bids are found technically qualified as per terms and conditions of tender.

## **7. Alternative/ Multiple Bids**

Alternative/ Multiple Bids shall not be considered at all.

## **8. Bid security:-**

- a) Every Bid shall be accompanied by Bid Declaration Form (Annexure - S). Bid security can also be submitted in form of BG (valid for 6 month).
- b) Bid Declaration Form will have to be submitted compulsorily by bidders in pursuant to the circular dated 23.12.2020 issued by the Finance (G&T) Department.
- c) Bidder may also submit Bid Security under the norms of Rule 42 of RTPP Rule.
- d) The bank guarantee, if any, 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.

### **9. Withdrawals, Substitution and Modification of Bids:-**

The Bidder may withdraw, substitute or modify its Bid Proposal after it has been submitted by sending a written, duly signed by him or his authorised representative (authorisation letter be enclosed). Corresponding substitution or modification of the bid must accompany the written notice. Bid withdrawn shall not be opened and process further. Bids requested to be withdrawn shall be returned unopened to the bidders. No Bid will be withdrawn, substituted or modified after the last time and date fixed for receipt of Bids as prescribed in [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in).

### **10. Opening of Bids:-**

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorized representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to TADD).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
  1. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
  2. bid is valid for the period, specified in the bidding document;
  3. bid is unconditional and the bidder has agreed to give the required performance security; and
  4. Other conditions, as specified in the bidding document are fulfilled.
- f) Any other information which the committee may consider appropriate 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.
- h) The Financial Bids of only technically qualified Bidders will be considered. Only the successful Bidders in technical Bids are eligible to participate in further proceedings.
- i) If the date fixed for opening of Bids happens to be Govt. holiday, the tenders filled online will be opened on the next working day at the same time specified above.

### **11. Selection method**

Lowest financially evaluated Bid to be procured & technically responsive bidder shall be selected for award of contract.

## **12. Clarification of Bids**

- a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-Procurement portal.
- b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

## **13. Evaluation & Tabulation of Technical Bids**

### **13.1 Determination of Responsiveness**

- A. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/eligibility criteria (Annexure-N) of the bidding document.
- B. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
  - i. "deviation" is a departure from the requirements specified in the bidding document;
  - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
  - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- C. A material deviation, reservation, or omission is one that,
  - i. if accepted, shall:-
    1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
    2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
  - ii. If rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- D. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- E. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

### **13.2 Non-material Non-conformities in Bids**

- A. The bid evaluation committee may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- B. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, VAT/ CST/GST clearance certificate, ISO/CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- C. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

### **13.3 Technical Evaluation Criteria**

Bids shall be evaluation based on the documents submitted as a part of technical bid. Technical bid shall contain all the documents as asked in the **clause "Format and Signing of Bids"**.

A minimum of 60 Marks is required to be obtained to pass the technical evaluation. Only those bidders who get minimum Technical score of 60% will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to rejection of the Bid by the department. For the method of technical evaluation and marking scheme, see Annexure-O.

### **13.4 Tabulation of Technical Bids**

- i. 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.
- ii. 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.

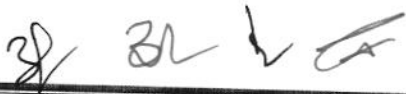
**13.5** The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.

**13.6** 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.

### **14. Evaluation & Tabulation of Financial Bids**

Subject to the provisions of "Acceptance of Successful Bid and Award of Contract" below, the procuring entity shall take following actions for evaluation of financial Bids:

- a) The financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
- b) The process of opening of the financial Bids shall be similar to that of technical Bids.
- c) conditional Bids are liable to be rejected;
- d) 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;



- e) The offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order.
- f) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- g) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- h) 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.

#### **15. Correction of Arithmetic Errors in Financial Bids**

Provided that a financial bid is substantially responsive, the bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely:

- a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
  - b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.
- If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid will be disqualified and its Bid Security will be forfeited or its Bid securing declaration will be executed.

#### **16. Price/ purchase preference in evaluation**

Price and/ or purchase preference notified by the State Government (GoR), Price/purchase preference policy for MSME enterprise (as per circular on Nov. 19, 2015 and Aug. 29, 2018) & any other notification issued by GoR for price/ purchase preference and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of Rate 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 after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of





seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.

- e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- e) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- f) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

### **18. Exclusion of Bids/ Disqualification**

- I. A procuring entity shall exclude/ disqualify a Bid, if: -
  - a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
  - b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
  - c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
  - d. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
  - e. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
  - f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- II. A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- III. Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
  - a. communicated to the concerned bidder in writing;
  - b. Published on the State Public Procurement Portal, if applicable.

### **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:

- a. the Bid is technically qualified;
  - b. the price quoted by the bidder is assessed to be reasonable;
  - c. the Bid is unconditional and complete in all respects;
  - d. there are no obvious indicators of cartelization amongst bidders; and
  - e. The bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document.
- b) The bid evaluation committee shall prepare a justification note for approval of the procuring entity, clearly including views of the accounts/finance member of the committee.
- c) The procuring entity competent to decide a procurement case, as per delegation of financial powers, shall decide as to whether to sanction the single bid or re-invite bids after recording its reasons for doing so.
- d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

## **20. Acceptance of the successful Bid and award of contract**

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.



- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- i) The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

## **21. Information and Publication of award**

Information of award of contract shall be communicated to all participating bidders and published on the respective website(s) as specified in NIB.

## **22. Procuring Entity's right to accept or reject any or all Bids**

The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

## **23. Right to vary quantity**

- I. **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.**
- II. Repeat orders for extra items or additional quantities may be placed 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 proportionately increased. The limits of repeat order shall be as under: -
  - a. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
  - b. 50% of the value of goods or services of the original contract.

## **24. Performance Bank Guarantee (PBG)**

- 1. 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.
- 2. The amount of performance security shall be 2.5% of the amount of supply order.
- 3. Performance security shall be furnished in any one of the following forms: -
  - a. Bank Draft or Banker's Cheque of a Nationalized/Scheduled bank;
  - b. 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;
- c. 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;
  - d. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- 4. Performance security furnished in the form specified in clause [b.] to [d.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
  - 5. Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
    - a. When any terms and condition of the contract is breached.
    - b. When the bidder fails to make complete supply satisfactorily.
    - c. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
  - 6. Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
  - 7. 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 dispatched to the bidder.
- b) The successful bidder shall sign the procurement **contract within 10 days** from the date on which the letter of acceptance or letter of intent is dispatched 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.
- e) Bidder has to sign Non-Disclosure agreement with the tendering authority as per indicative format Annexure-I .
- f) **Payment terms**  
The Procurement Entity shall make **payment** to the vendor as per payment milestone below against service delivery subject to receipt of invoice accompanied by following documents for all supplied equipment(s),



a) Successful sign-off issued by the designated authority of Tribal Area Development Department.

b) Payment Milestone and Timeline

S. No.	Milestone	Scope of Work	Payment
1.	Delivery & Installation of hardware	Upon submission of valid and certified proof of delivery duly signed by the Principal/Head Teacher/competent authority of at each of the locations and as per the contract subject to any other payment terms specified in clause 5 of SCC.	85%
2.	Training completion	Successful completion of Training at least 1 user at each location	6%
3.	Managed Services	Towards SLA and Health management of setup. Payable in THREE installments of 3% each at the end of completing respective 1 year	9%

The Procurement Entity shall review the service level adherence (as **Section g of 25**) by the Vendor before making the payment. The Procurement Entity will make payment to Vendor after adjustments against the penalties levied with respect to the SLAs.

**g) Service Levels**

Service Level Agreement (SLA) will form part of the contract between Procurement Entity and the Vendor. SLA defines the terms of the Vendor's responsibility in ensuring the timely delivery and the compliance to the Performance Indicators as detailed in this document. The Vendor must comply with Service Levels requirements to ensure adherence to timelines (as per **section f(b) of 25**), quality and availability of services.

The Procurement Entity should have the right to expect the following service levels as also to impose penalty on Vendor on its failure to meet them as under:

S. No.	Description	Penalty
1.	Delay up to one fourth period of the prescribed delivery period, successful installation & completion of work	2.5%
2.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation & completion of work.	5.0%
3.	Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	7.5%
4.	Delay exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	10.0%

SLA adherence reports must be generated by the Vendor and the same should be submitted to Procurement Entity on along with the invoice. This would be used for monitoring of SLA and calculation of penalties (if any), client at its own discretion may verify the SLA performance reports and penalties.

**h) Penalty**

The Procurement Entity/Indenter/buyer will make a complaint about the service through letter, e-mail, phone or any other means as the Procurement Entity/Indenter/buyer thinks fit or convenient to the Single point of contact (SPOC) for that office regarding deficiency in service provided.

The penalty will be charged as explained in **Section g of 25**. If the total penalty reaches an amount equal to or more than 10 % of the order value, the Procurement Entity shall invoke the Performance Bank Guarantee (PBG).

Date:

Place:

**Sign and Seal of the Bidder**

## SECTION II: BID DATA SHEET

S. No.	Clause	Detail
1	Notice Inviting Bids Number	02/2021-22
2	Issuing Date of NIB	09.04.2021
3	Title of NIB	Procurement of setting up of integrated smart classes, Supply of equipment, Training and Maintenance in educational institutions
4	Mode of Procurement	e-Procurement ( <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> )
5	Evaluation Procedure	LCBS (L1) of financial quotation
6	The Procuring Entity is	Commissioner, Tribal Area Development Department, Udaipur
7	Bidding Document Fee	2000.00/-
8	RISL Processing Fee	1000.00/-
9	Bid Security Fee	All Bidders must be submit Bid Declaration Form as per Annexure-S
10	The Date and Time of Pre-Bid Conference	22.04-2021 11:00AM
11	Bid Submission End Date	29.04.2021 06:00PM
12	Technical Bid Opening Date	30.04.2021 03:00PM
13	Financial Bid Opening Date	To be announced after open Technical Bid
14	Required Documents for Qualifying Bid	As per Annexure-N
15	Check List Available	Yes, Page No.5-6

Date:

Place:

**Sign and Seal of the Bidder**

*[Handwritten signature]*

### **SECTION III: SCOPE OF WORK & EVALUATION CRITERIA**

#### **1. Project Introduction**

- 1.1 Smart Class is a project being implemented by the Government to provide the best technology to the rural and deprived children for the improvement in both teaching and learning. The main objective of this project is to narrow the Rural urban divide in technology and technological knowledge as well as bring about social equity by empowering the children of deprived class.
- 1.2 The project also aims to build and open a continuous communication channel through technology, which connects the institutions to the district and state offices to bring about transparency in implementation of the various activities of the department, management and monitoring schemes and budget, e-Governance activities apart from the main objective of the Quality education and Virtual education by experts.
- 1.3 Introduction of ICT to the students, so that they are familiar with it and develop a basic understanding of broad aspect of information and communication technology. Achievement of both these objectives is the aim of this project.

#### **2. Objectives**

- To enable access to quality education through use of technology by providing interactive teaching & learning tools.
- Create interactive virtual classrooms and offer distance education programs
- Incorporate industry expert sessions into the curriculum
- To enhance the learning environment and create capacities among stakeholders.
- Familiarize students and teachers to current generation tools and technologies.
- To encourage a culture of paper-less learning and moving towards digitalization.
- To increase knowledge assimilation and retention amongst students
- Provide Virtual classrooms to facilitate remote learning
- Connect Subject Experts to geographically dispersed students
- To provide better systems and solutions to the educationists
- To promote creative, aesthetic, analytical, and problem-solving abilities and sensitivities in students and teachers rather than just knowledge gathering
- Build a reusable educational content library
- Introduce educational content through richer and varied media such as audio, video, and slide packs
- Build a communication engine to reach students through email and SMS
- Build a real-time collaboration platform for the students and teachers

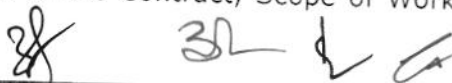


### **3. Scope of Work/Project**

- 3.1 The project would be implemented in 126 locations (36 Schools and 90 Hostels) and these locations are scattered all over the revenue districts of the state. In each of the Schools, two classes would be provided with complete set of Smart Class equipments along with all the accessories and software. These systems would be connected with necessary UPS for providing two hours of power backup as per the detailed specifications provided in this Bid Document.
- 3.2 State has 33 districts and each district is divided into Talukas. This project aims at providing Smart Class setup with all the accessories in institutions which are located in all these Talukas. This project, thus, plans to provide computer systems to rural institutions.
- 3.3 The bidding agency / company is expected to familiarize with the rural context where these Smart Class equipment's, software and accessories are proposed to be deployed. The bidder would be responsible to procure, test and install the systems, with preloaded operating systems and all other necessary software to run the systems and necessary peripherals such as keyboard, mouse etc. The Freely available content of Rajasthan Board will be pre installed in every device. The bidder is also responsible to enter into an agreement with necessary OEM if quoted as a distributor and procure, test and supply UPS and Smart Class systems along with all the accessories as per the requirement schedule and ensure 97% uptime of the systems during the project period. The bidder is also responsible to do the necessary electrical wiring for the installation of the entire systems in the rooms decided by the head of the Institution of the concerned Institution. The average expected length of the wiring would be around 20 mtrs. The power point and earthing will be provided by department.
- 3.4 The Bidder is responsible to keep the entire system including hardware, software and UPS system, for the entire contract period by providing necessary service as per the terms and conditions of this RFP in general and the Service Level Agreement in particular. The bidder is responsible for maintaining the centers in each of these about 126 locations in such a way that the students get ICT education and ICT based education as per project objectives, without any interruption, except those caused by power shut down beyond the control of the bidder, after accounting for the prescribed battery backup time of the UPS, during the normal working hours of the Institution.

### **4. Key Performance Measurements**

- i. Unless specified by the Procurement Entity to the contrary, the Vendor shall deliver the Goods, perform the Services and carry out the scope of work in accordance with the terms of the Contract, Scope of Work and the Service Level



Agreement as laid down under **Section 25(g) of Part 1 (Service Level Agreement)** of the BID document.

- ii. The Vendor shall commence the performance of its obligations under the Contract from Effective Date and shall proceed to provide Goods and carry out the Services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in the Bid document. The Vendor shall be responsible for and shall ensure that all the Goods and Services are performed in accordance with the scope of work and that the Vendor's team complies with such scope of work and all other standards, terms and other stipulations/conditions set out in the Bid document.
- iii. The Goods supplied under the Contract shall conform to the standards mentioned in the scope of work given in the Bid document. Delivery of Goods shall be made by the Vendor in accordance with the Bid document and the terms specified by the Procurement Entity in Procurement Entity Order. In case if it is found that the Goods provided by Vendor do not meet one/ more criteria, the Vendor shall remain liable to provide a replacement for the same which meets all the required scope of work as set out in the Bid document.

#### **5. Commencement and Progress**

- i. The Vendor shall commence the performance of its obligations in a manner as per the scope of work and service levels and provisions of the Bid document from the Effective Date.
- ii. The Vendor shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
- iii. The Vendor shall be responsible for and shall ensure that all activities / services are performed in accordance with the Contract, Scope of Work and Service Levels and that the Vendor's team complies with such scope of work and all other standards, terms, and other stipulations / conditions set out in the Bid Document.
- iv. The Vendor shall perform the activities/ services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry. The Vendor shall always act, in respect of any matter relating to the contract, as faithful advisors to the Procurement Entity and shall, always, support and safeguard the Procurement Entity's legitimate interests in any dealings with Vendor' Team and third parties.
- v. Incase additional storage required for Integrated Smart Class collaboration system; Department will procure portable HDD as per need.

The service provider shall be responsible for the following in the proposed programmed:

**A. Site Preparation and Installation:** The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the hardware.

**B. Hardware Installation:** The Supplier is responsible for all unpacking, assemblies, wiring, installations, cabling between hardware units and connecting to power supplies. The Supplier will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites.

**C. Hardware Maintenance:**

- The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all hardware execute without defect or interruption for at least 97% uptime during 6.00 AM to 5.00 PM on all working days of the Institution.
- If any critical component of the entire configuration is out of service for more than three days, the Supplier shall either immediately replace the defective unit or replace it at its own cost.
- The Supplier will respond to a site visit and commence repair work on the equipment within 24 hours of being notified of equipment malfunction.
- The supplier shall provide a computer logging system - a web portal management system to monitor the functioning of the computer hardware, UPS and software. Monthly reports need to be submitted to the Purchaser during the warranty period. The provision should also have to be made for the end users to log in to this portal system and entries made regarding the functioning of the hardware installed in the Institutions. These reports will be consolidated and considered for calculating the average down time of the systems.
- The supplier is also required to provide a Phone number with adequate lines so that the Institutions where systems are installed can contact and report complaints about nonfunctioning of any systems.

**D. Training:** For each hardware and software component installed, the Supplier is required to train the designated Purchaser's technical and end-user personnel to enable them to effectively operate the total system. The end user personnel i.e. at least two teachers will have to be trained for from each of the institutions where the smart Class is installed. The training shall be provided individually/in a centralized location consisting of not more than 40 trainees per location with all





necessary training materials, including the sample of supplied materials and proper hand holding needs to be conducted for a minimum 4 days.

**E. Technical Documentation:** The Technical Documentation involving detailed instruction for operation and maintenance is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

## **6. Technical Evaluation**

The Bidder's competence and capability is proposed to be established by the parameters of eligibility criteria of Bidders (Annexure-N). On each of these parameters, the Bidder would be required to meet the evaluation criteria as detailed in Annexure-O.

If Bidders meets both the Experience Criteria and Financial Capability Criteria shall be declared as Qualified Bidders. The Technical Proposals of only the Qualified Bidders shall be considered for evaluation.

### **6.1 Evaluation Parameters**

The Technical Proposals of the Bidders would be evaluated on the basis of the following:

- A. Preliminary Examination for completeness;
- B. Performance Analysis; and
- C. Deviation Analysis.

Each of these has been described in the following sub-section.

### **6.2 Components of Technical Proposal**

#### **6.2.1 Specifications**

Bidders shall set out the component wise specifications ("Proposed Specifications") including a description of the components, brand, serial numbers /part codes.

#### **6.2.2 Performance Outputs**

Bidders shall carry out performance testing ("Performance Tests") of components in the manner set out in Appendix I. The output of such tests, in the form of hard copy and soft copy (if applicable), shall be submitted as a part of Technical Proposal.

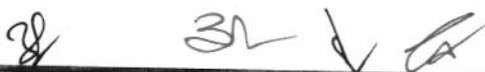
#### **6.2.3 Deviation Statement**

Bidders shall indicate in the format set out in Appendix H, deviations, if any, of the Proposed Specifications vis-à-vis the Development Requirements as set out in the PIM/Draft Agreement.

### **6.3 Evaluation Process**

#### **6.3.1 Preliminary Examination for completeness**

- A. The Technical Proposal shall first be scrutinized to determine completeness and to assess whether any conceptual errors have been made.



B. The Technical Evaluation Committee shall, based on the preliminary examination, determine the substantial responsiveness of the Technical Proposals. Technical Proposals without any material omissions, errors or incompleteness shall be considered responsive.

C. Department reserves the right to reject any Proposal which is not responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by TADD, Rajasthan in respect of such Proposals.

#### 6.3.2 Performance Analysis

The Technical Evaluation Committee shall scrutinize the output of the Performance Tests to ascertain conformance with the Department's requirements.

#### 6.3.3 Deviation Analysis

The Technical Evaluation Committee shall also analyze the deviation statement to assess acceptability of the proposed deviations.

#### 6.3.4 Clarifications from Bidders

Department may, at any time during the evaluation of Technical Proposals, seek clarifications/additional information from the Bidders. This may include discussions with technical faculties of the Bidders and/or visit to Bidders' site to verify claims made in the Technical Proposal.

#### 6.3.5 Short listing of Technically Qualified Bidders

Department shall subsequent to evaluation of the Technical Proposals, including responses/clarifications from the Bidders, shortlist the Bidders whose Technical Proposals are found to be acceptable ("Technically Qualified Bidders"). The Price Proposals of only the Technically Qualified Bidders would be evaluated for identification of the Preferred Bidder.

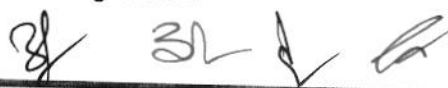
### 7. Evaluation of Price Proposal

7.1. Evaluation Parameters: The Price Proposals of the Bidders would be evaluated on the basis of the Price offer constituting of the total project cost including all the taxes.

7.2. Evaluation Methodology: The composite price proposal ("Composite Price proposal") shall be computed as follows: The total offer including all taxes, warranty costs, transport, insurance and all other charges incidental thereto.

7.3. In case the Price Proposal of any Bidder does not comply with the aforesaid condition, the Department may, at its own discretion, reject such Proposal as non responsive.

7.4. The Bidders shall be ranked based on the CPP computed from the Bidder's Price Proposal. The Bidder with the lowest CPP shall be ranked L1 and other proposals ranked in ascending order.



7.5. In the event that two or more Bidders have been ranked the highest, Department may;

- a. Invite fresh Price Proposals from such Bidders, OR
- b. Take any such measure as may be deemed fit in its sole discretion.

7.6. The highest ranked Bidder shall be the Preferred Bidder and the Department shall proceed with finalizing the agreement with such Bidder in accordance with Clause 2.26.

7.7. Statement of Financial Assumptions The statement of financial assumptions shall be submitted to indicate how the calculations are arrived at.

## 8. Technical Specifications

### A. Integrated Smart Classroom Collaboration System

Key Features	Description
Digital Projection	LED Source, HD resolution quality projection with 3D & interactivity enabled
Optical Source	LED Optical Module
	More than 20,000 hrs Lamp Life
Native Resolution	HD [1920 x 1080]
Image Size	100" @ 5.5 ft
Contrast Ratio	700:1
Aspect Ratio	16:9
Computing Unit	Quad-core Intel 8 GB RAM or higher with Windows 10 OS
Storage	256 GB SSD internal storage or more
Camera for Video Interactivity	Dual Cameras, 8 Megapixel camera with 100 deg. Field of view
Audio Capabilities	20 w Integrated Speakers - Wide-band frequency response speaker design.
	Microphone - High-sensitivity microphone with noise cancellation, that captures sound from distance of up to 10 mtr
Interfaces and Connectivity	Bluetooth 4.1 & Wi-Fi enabled
	Ethernet Port,
	2 USB 3.0 Ports,
	2 HDMI Ports (In & Out),
	4G LTE Sim support
	Interactive IR based Remote Controller
Portability	Light weight (weighing less than 3.5 kgs)
Power Consumption	Power Consumption less than 200 W
Power Supply	AC input 100~240V, 50/60 Hz
Video Compatibility	HDMI Digital - compatible with the DVI digital format. All other formats require converters.
Warranty	3 Years Onsite

*[Handwritten signature]*

**B. UPS with minimum 2 hrs Battery Backup**

Key Features	Description
<b>Basic Features</b>	
Type	Online/double-conversion
Overload Protection	Yes
Technology Used	Advance PFC Technology
Cold Start	Yes
<b>Input Features</b>	
Input Voltage	220 V
Input Frequency	40 - 70 Hz
Phase	Single Phase With Ground
<b>Output Features</b>	
Output Voltage	230 V
Output Frequency	50 Hz
Output Power Wattage	800 W
Efficiency	88%
Output Waveform	PURE SINEWAVE
Transfer Time	0 ms
Number of Outlet Plugs	3
<b>Convenience Features</b>	
Digital Display	Yes
<b>Battery Features</b>	
Battery Type	SMF
Hot-swappable Battery	Yes
Number of Batteries	2
Battery Voltage	12 V
Battery Capacity	9AH

1. Ceiling Mount Kit for fixing the Projector as per the Institutions Requirement/Preference.
2. White Board 6' X 4'size for Projector Display, Which can be used as a writing board with Erasable White Board Pen.

**C. Software Applications**

**1. Multi Classroom Collaboration Software**

**Key Features:**

Interactive video, share documents and files, stream media, chat, use the whiteboard, and share screen. Virtual classroom with media streaming and active student participation, chat, audio, video, and content sharing. Stream events, programs with large audiences.

One to one and group chat with emoticons and file transfer

Collaborative whiteboard with multiple tools enables the session live.

Schedule instant, future, with integrated and flexible real time email and SMS messaging.

Audio and video recording of sessions including screens and share with the participants who have attended the session. The recordings to be saved in WEBM formats. Share the media content (Audio and video) during the sessions

Integrated smart cloud storage with automatic tagging & store all files shared in sessions.

File sharing with automatic backup to storage and integration with sessions and Chat. Should be able to share files of size upto 50 MB through chat sessions.

Dashboard for analytics, and reports. Able to connect at least 10 participants in interactive AV sessions, at least 100 participants in a webcasting session, and 1000 participants in a one way live streaming session. Capability to handle multiple sessions simultaneously

## 2. Classroom Lecture Capture Software

### Key Features

Capture multiple sources such as cameras, screen/tabs as a source & audio

Record full HD video and audio in MP4 format

Capture sessions instantly or schedule a capture

Create, Edit and Delete/cancel Instant and Scheduled Capture sessions

Trim or crop the recording before sharing , Playback locally stored recordings through library

Recording to be stored locally and synced to storage automatically

View and filter sessions based on Title, Date and Time, Tags, and Description

## 3. Interactive Digital Wall Software

Key Features	Description
Simplified Drawing Tools	Simple and user-friendly interface.
	Basic tools such as color, line width and color and eraser
	A Stylus Tool bar to annotate a document, a passage or thing, select and modify the object, move page, zoom in and zoom out, draw a straight line, write text and its styling, screen capture, virtual keyboard.
	Lets organize and access your library of sounds, videos, images, shapes, animations, interactivities and as well as perform web searches.
	should allow in organizing courses and course pages produced and import or export various types of documents into pdf documents
	Support multi touch interactivity through chargeable IR pen

4. Windows 10 pro operating system with antivirus and MS Office (Department will issue authorization to ensure special Educational rates of MS Office from OEM, if required.)

Date:

Place:

Sign and Seal of the Bidder



#### **SECTION IV: GENERAL TERMS AND CONDITIONS**

E-tenders are invited from Specified Firms and Companies situated in India for Providing English Language Proficiency Module on one year rate contract for EMRS and Other Residential Schools conducted by TADD as per Annexure-Q.

##### **Definitions:**

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a) 'Act.' Means the Rajasthan Transparency in Public Procurement Act., 2012
- b) "e-Tendering System" means the Government of Rajasthan's electronic tendering system listed at <https://eproc.rajasthan.gov.in>
- c) "The Procurement Entity" means Commissioner, Tribal Area Development Department, Govt. of Rajasthan Udaipur
- d) "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.
- e) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- f) "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.
- g) "Day" means a calendar day.
- h) "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.
- i) "Completion" means the fulfillment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- j) "Goods" means all the equipment, other material / items which Vendor is required to supply, install and maintain under the contract.
- k) "Eligible Bidder" means bidder satisfying qualifying criteria
- l) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
- m) "The Vendor" means the successful bidder with whom the Procurement Entity enters into contract against this tender.



- n) "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.
- o) "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.
- p) "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.
- q) "The Site," where applicable, means the designated project place(s) named in the bidding document.
- r) 'Rules' means the Rajasthan Transparency in Public Procurement Rules, 2013
- s) 'TADD' means Tribal Area Development Department.
- t) "Services" means the work to be performed by the bidder pursuant to this RFP and to the contract to be signed by the Vendor in pursuance of the work awarded by the Procurement Entity.
- u) "LCBS" means Lowest cost-based selection.
- v) "Non-compliance" means failure/refusal to comply the terms and conditions of the Tender;
- w) "Non-responsive" means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given Forms / Pro-forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee on EMD.

*Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make 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 etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.*

1. Bidder shall submit authorization for the person signing this proposal to bind Bidder to the proposal and to any contract resulting there from. (If any)
2. Bidder shall submit Bid form with signature on each page.
3. No Bid will be accepted after due date & time fixed for receiving of Bid.





4. If the last date fixed for opening of Bids in the office is declared to be a holiday, the next working day will be deemed to be the last date for the purpose. The explanation will also apply in relaxation to other dates fixed for any purpose whatsoever.
5. TAD Department reserves the right to reject any or all the tenders without assigning any reason thereof.
6. E-Bid will be submitted up to date & time as per e-Bid notice for Supply of Specified Services on rate contract for one Years from Date of Contract.
7. Bids will be submitted to Commissioner TADD, Udaipur through <https://eproc.rajasthan.gov.in>. of Govt. of Rajasthan.
  - i. Bidder shall file Bid duly furnishing the required information as per Bid Document.
  - ii. Bids shall be strictly in conformity with prescribed terms and conditions. Bids shall not contain any conditions other than the prescribed terms & conditions. Bids, which deviate from these terms and conditions, are liable to be rejected.
  - iii. Before the last date for the submission of Bid, TADD may amend any of the Bid conditions, as may be desired and if such an amendment is absolutely necessary and the same will be made available on the website <http://tad.rajasthan.gov.in/> <http://eproc.rajasthan.gov.in/> <http://sppp.rajasthan.gov.in/>.
8. Financial Bid duly filled as per PART II. It shall not be disclosed in Technical Bid.
9. The Bidder will sign the Bid form at each page and at the end in token of acceptance of all the terms and conditions of the Bid and then scanned copy will be uploaded on e-portal **except BOQ.**
10. **Joint Venture, Consortium or Association**  
Joint Venture/Consortium or Association is not allowed for the bid.
11. **Indemnification:**  
The Bidder shall indemnify the **TADD** against all claims which may arise in supply of inferior, unsatisfactory and low quality of Specified items not conforming to prescribed specifications. The bidder will have to replace the inferior, unsatisfactory and low quality or damaged items within seven days. **If failure in supply then purchase officer shall be free to arrange for the urgent required Items from alternative sources and the extra cost incurred shall be recoverable from the Supplier.** In addition TADD will charge 5% of value of rejected/substandard supply for the first time and 10% of value of rejected/substandard supply second time, there after if the supplier is found to be defaulter, TADD will be free to take strict action including termination of the contract and forfeiture of the security deposit.

In case of short supply, partial supply and non supply of prescribed items, TADD will free to charge margin 15% on procuring cost of item to TADD.

The Bidder shall agree to indemnify TADD against, and to reimburse TADD for, and to our option, to defend TADD against, all damages for which it is held liable to in any proceeding arising out of use of Specified items, pursuant to and in compliance with this Bid/Agreement, and for all costs TADD reasonably incur in the defense of any such claim brought against TADD or in any such proceeding in which TADD is named as a party, including reasonable attorney's fees, provided that TADD has timely notified us of such claim or proceeding. The approved Supplier will indemnify the TADD against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use.

In case any sample of any commodities taken and is tested for its quality and if found failed subsequently as per contract in that condition bidder will have to replace commodities with standard quality

**12. Guarantee Clause:**

The Supplier will give guarantee that the goods supplied would continue to conform to the description and quality as specified as per technical specifications from the date of delivery of the said goods to be supplied and that notwithstanding the fact that the TADD may have inspected and/or approved the said goods as per technical specifications, the said goods be discovered not to conform to the description and quality as aforesaid/ or have determined and the decision of the TADD in that behalf will be final and conclusive .

**13. Insurance:-**

The goods will be delivered at the destination in perfect condition. The Supplier if so desires may insure valuable goods against loss by theft, destruction or damages by fire, floods, under exposure to weather or otherwise in any situation. The insurance charges will have to be borne by the Suppliers and the TADD will not be required to pay any such charges, if incurred.

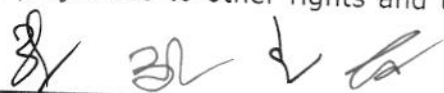
**14. Procuring Entity's Right to Vary Quantity:-**

- I. **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.**
- II. Repeat orders for extra items or additional quantities may be placed 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 proportionately increased. The limits of repeat order shall be as under: -

- a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
- b) 50% of the value of goods or services of the original contract.

**15. Liquidated Damages:**

- (i) The time specified for delivery in the Bid form will be deemed to be the essence of the contract and the successful bidder will arrange supplies within a period of 45 (forty five) days for first supply and for next supply order 30 (thirty) days thereafter on receipt of order by any means i.e. registered post, e-mail, telephonically, by hand etc. from the TADD.
- (ii) In case of extension in the delivery period with liquidated damages the recovery will be made on the basis of following percentages of value of undelivered stores which the Bidder has failed to supply :-
  - (a) Delay up to one- fourth period of the prescribed delivery period - **2.5%**
  - (b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period - **5%**
  - (c) Delay exceeding half but not exceeding three- fourth of the prescribed delivery period - **7.5%**
  - (d) Delay exceeding three- fourth of the prescribed period - **10%.**Fraction of a day in reckoning the period of delay in supplies will be eliminated if it is less than half a day.
- (iii) The maximum amount of agreed liquidated damages will be 10%.
- (iv) If the supplier requires an extension in time for completion of contractual supply, on account of occurrence of any hindrance he will apply in writing for extension on occurrence of hindrance but not after the stipulated date of completion of supply.
- (v) The Commissioner TADD, Udaipur may extend the delivery period with or without liquidated damages in case they are satisfied that the delay in the supply of goods is on account of hindrances beyond control, such reasons will be recorded while seeking extension.
- (vi) In the event of failure to supply the ordered quantity, by the successful Bidder within the stipulated time the Commissioner, TADD, Udaipur reserves the right to cancel the orders for the unsupplied quantity and place orders with the remaining Suppliers for the supply of the said quantity or purchase the unsupplied quantity through Bid system at the risk and cost of such Supplier and such Supplier is liable and responsible to make good the financial loss sustained by the TADD. If the rate is cheaper the benefit will not accrue to the Supplier.
- (vii) TADD reserves the right to charge penalty as decided by the Commissioner TADD, Udaipur or withhold payment for any unsatisfactory stocks supplied by the Supplier without prejudices to other rights and the decision of the Commissioner



TADD, Udaipur is final and cannot be called into question. The Supplier is liable to reimburse/ Compensate the TADD or to third party for any loss, damage, injury, etc caused or arising out of the negligence in supply of low or inferior quality of stocks or any breach of contract.

(viii) Notwithstanding anything contained in the Terms and Conditions of this Bid the Commissioner TADD, Udaipur is the ultimate authority in deciding the recovery of penalty from the Supplier taking into account the stock position.

(ix) The Bidder will not be entitled to any gain on such purchases made against default. The recovery of such loss or damage will be made from any sums accruing to the Bidder under this or any other contract with the government. If recovery is not possible from the bill and the Bidder fails to pay the loss or damage, within one month of the demand, the recovery of such amount or sum due from the Bidder will be made under the Rajasthan Public Demand Recovery Act 1952 or any other law for the time being in force. In case Supplier fails to deliver ordered goods, the risk purchases may be made at a higher rate from any other firm. It is mandatory for the approved Supplier to acknowledge receipt of orders within seven days from the date of dispatch of order, failing which the purchasing officers will be at liberty to initiate action to purchase the items on risk purchase system at the expiry of the prescribed supply period in the requirement of supply in the larger interest of the TADD.

**16. Termination of contract on breach of conditions:**

- a) In case the Supplier fails or neglects or refuses to faithfully perform any of the covenants on his part herein contained, it will be lawful for the TADD to forfeit the amount deposited by the supplier as security deposit and cancel the contract without one month's notice.
- b) TADD reserves the right to terminate without assigning any reasons there for the contract/agreement, either wholly or partly, by giving one month's notice to the Supplier. The Supplier will not be entitled for any compensation whatsoever in respect of such termination of the contract/ agreement by the TADD.

**17. Price fall clause:-**

The prices under a rate contract will be subject to price fall clause. The price charged for the Specified items supply under the contract by the successful Bidder will in no event exceed the lowest price at which the successful Bidder sells the Specified items of identical description to any other person in the state during the period of contract.

- a) If at any time, during the said period the contractor reduces the sale price of such Specified items or sells such Specified items to any other person at a price lower than the price chargeable under the contract he will forthwith notify such





reduction of sales to the Commissioner, TADD, Udaipur and the price payable under the contract for the Specified items supplied after the date of coming into force of such reduction of sale will stand correspondingly reduced. The successful Bidder will furnish certificate in the manner required by the Commissioner TADD to the effect that the provision of this clause has been duly complied with respect to supplies made or billed for up to the date of certification.

- b) If at any time during the period of contract, the price of bided items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder himself, the Bidder will be bound to inform ordering authority immediately about it. Ordering authority empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree for such reduction of rates.

**18. Period of Rate Contract:**

Period of rate contract under this bid shall be for a period as mention in NIB, from the date of agreement and contract.

**19. Extension clause:**

The rate contract will be valid for one year and that may be extended for a period not exceeding three months on same terms, conditions and rates. But extension will not be claimed as a right. It will be solely at the discretion of the TADD.

**20. Debarring and Recovery of Losses:-**

In the event of failure by the Bidder at any stage of Bid process the Bid security or performance security or bills of supply will be forfeited apart from cancellation of award of contract and the firm/bidder may be debarred for the said product for a particular period as will be decided by TADD.

**21. Recoveries Clause:**

- a) Recoveries of liquidated damages, short supplies, rejected /substandard goods will ordinarily be made from the bills; such amount may also be recovered from any other untied dues & security deposits available with department. In case recovery is not possible, recourse will be taken under Rajasthan PDR Act or any other law in force.

- b) Any recovery on account of L.D. charges/ risk & cost charges in respect of previous rate contracts/ supply orders placed on them by the TADD can also be recovered from any sum accrued against this Bid after accounting for untied sum or due payment sum lying with TADD against previous rate contract/supply orders. Firm will submit details of pending amount lying with TADD but decision of Commissioner TADD, Udaipur regarding authenticity of sum payable will be final.

**22. Subletting:**

The supply contract awarded shall be executed by the successful Bidder only and subletting any of the functions under the contract is not permitted. If found



subletting it shall be deemed as breach of contract and action shall be taken against the supplier accordingly.

**23. Grievance Redressal during Procurement process:**

The designation and address of the First Appellate Authority is Principal Secretary, TADD, Jaipur

The designation and address of the Second Appellate Authority is Principal Secretary/ACS, Finance Department, Jaipur.

**i. Filing an appeal:**

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 the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the bidding document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or ground on which he feels aggrieved:

Provided that after the declaration of a bidder a successful 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 bids before the opening of the financial Bids, and appeal related to the matter of financial Bids may be filed only by a bidder whose technical Bid is found to be acceptable.

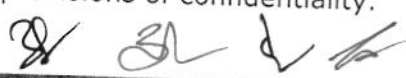
**ii.** The Officer to whom an appeal is filed under Para (i) will deal with the appeal as expeditiously as possible and will Endeavour to dispose it off within thirty days from the date of the appeal. Dispose it off within thirty days from the date of the appeal.

**iii.** If the officer designated under Para (i) fails to dispose of the appeal filed within the period specified in Para (ii), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to second Appellate Authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

**iv. Appeal not to lie in certain cases:**

No appeal will lie against any decision of the procuring entity relating to the following matters, namely:-

- (a) Determination of need of procurement;
- (b) Provision limiting participation of bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.



**v. Form of Appeal:**

- (a) An appeal under Para (i) or (iii) above will be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal will be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

**vi. Fee for filling appeal:**

- (a) Fee for first appeal will be rupees two thousand five hundred and for second appeal will be rupees ten thousand, which will be non-refundable.
- (b) The fee will be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned (TADD).

**vii. Procedure for disposal of appeal:**

- (a) The First Appellate Authority or Second Appellate Authority, as the case maybe, upon filing of appeal, will issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, will,-
  - 1. Hear all the parties to appeal present before him; and
  - 2. Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned will pass an order in writing and provide the copy of order to the parties free of cost.
- (d) The order passed under sub-clause (c) above will be placed.

**24. Compliance with the Code of Integrity and No Conflict of Interest:**

Any person participating in a procurement process will-

- a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process,
- b) Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation,
- c) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process,
- d) Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process,



- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part or to its property to influence the procurement process,
- f) Not obstruct any investigation or audit of a procurement process,
- g) Disclose conflict of interest, if any, and
- h) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other Procuring Entity

**25. Conflict of Interest:**

The Bidder participating in a bidding process must not have a conflict of interest. A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be considered to be in conflict of interest with one or more parties in bidding process if, including but not limited to:

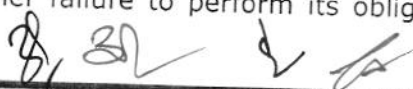
- a. Have controlling partners/ shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them; or
- c. Have the same legal representative for purposes of the Bid; or
- d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the procuring entity regarding the bidding process; or
- e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, works or services that are the subject of the Bid; or
- g. The Bidder or any of its affiliates has been hired (or is proposed to be hired by the Procuring Entity as engineer-in charge/ consultant for the contract.

**26. Saving clause:**

No suit, prosecution or any legal proceedings will lie against Bid inviting authority or any person for anything that is done in good faith or intended to be done in pursuance of Bid.

**27. Force majeure:**

The Supplier shall not be liable for, forfeiture of its Performance Security, liquidated damages 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 or Force Majeure For purpose of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, was or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall not seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**28. Agreement:**

Successful Bidders shall execute agreement immediately by furnishing the Performance Security as prescribed within ten (10) days as per the Terms & Conditions on requisite amount non judicial stamp paper. In the event of failure to execute the agreement, the Performance Security or Bid Security as the case may be stand forfeited apart from cancellation of supply contract to contract besides debarring of the Bidder and TADD is entailed to collect liquidated damages if any from the Bidder for his failure to comply with the Terms and Conditions of the Bid.

**29. Arbitration:**

In case of any dispute arising between the Bidders and the procuring entity, the Commissioner, TADD, Udaipur will act as the arbitrator, and the decision of the arbitrator will be final and binding on all the parties concerned.

**30. Jurisdiction:**

All disputes would be subject to the jurisdiction at Udaipur.

**31.** Successful Bidder will bind each and every letter issued by TADD regarding supply of items in addition to above terms and condition.

**32.** I/We had read and understand all the Terms and Condition of the Bid and agree to abide it.

**Date:**

**Place:**

**Signature of Bidder with seal**



## **SECTION V: ADDITIONAL TERMS AND CONDITIONS**

The following Additional Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

### **1. Inspection and Tests**

Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

- A. The inspection of the Goods shall be carried out to check whether the Goods are in conformity with the technical specifications attached to the contract and shall be in line with the inspection/test procedures laid down in the Technical Specifications and the General Conditions of contract. Following broad test procedure will generally be followed for inspection and testing of machine. The supplier will dispatch the goods to the ultimate consignee after internal inspection and standing acceptable to the purchaser along with the supplier's inspection report and manufacturer's warranty certificate. The purchaser will test the equipment prior to the supply and installation and commissioning at the site of the installation. The supplier should furnish all details to the purchaser sufficiently in advance so as to make arrangement for the inspection of equipments well in advance. Complete hardware and software as specified in Bid Document should be supplied, installed and commissioned properly by the supplier after the pre delivery inspection.
- B. The acceptance test will be conducted by the purchaser, their consultant or any other person nominated by the purchaser, at its option. The acceptance will involve trouble-free operation. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of any part of hardware or excessive heating of motors attached to projector, drivers etc. or bugs in the software should occur. All the software should be complete and no missing modules/sections will be allowed. The supplier shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the purchaser, the successful completion of the test specified. An average uptake efficiency of 97% or the duration of test period shall be considered as satisfactory.
- C. In the event of the hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the purchaser reserves the right to get the equipment replaced by the supplier at no extra cost to the purchaser.

### **2. Delivery and Documents**

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by cable/telex/fax the full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee



etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- ✓ Three copies of the Supplier invoice showing Goods description, quantity, unit price, total amount;
- ✓ Transport receipt/Railway receipt/acknowledgment of receipt of goods from the consignee(s);
- ✓ Insurance Certificate;
- ✓ Manufacturer's/Supplier's warranty certificate;
- ✓ Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and

The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

### **3. Incidental Services**

The following services shall be furnished and the cost shall be included in the contract price:

- 3.1. Performance of the on-site assembly, commissioning and startup of the equipment. Furnishing the detailed operation and maintenance manuals for each items of supply at each location.
- 3.2. Training of the Purchaser's personnel at the Supplier's office or other facility, in the installation and operation of the computer hardware, UPS systems utilities and all contracted software, as specified in Bid document.
- 3.3. Maintenance and repair of the equipment at each location during the warranty period including supply of all spares. This shall not relieve the supplier of any warranty obligations under this contract.
- 3.4. The Warranty and Facility Management will be comprehensive and will cover the cost of all the spare parts required for replacement/repair the computer system except consumable items. The facility Management may be on regular basis to ensure the minimum downtime of the system. In other words AMC should assure 97% uptime of all computer systems/peripherals.

### **4. Service level requirements**

- 4.1 Service level plays an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure high quality of services from selected bidder/authorized partner, in an efficient manner to the identified users under this procurement.
- 4.2 The service level shall be tracked on a periodic basis and have penalty clauses on non- adherence to any of them. The Bidder shall submit reports on all the service



levels to the Purchaser in accordance with the specified formats and reporting periods and provide clarification, if required. The service levels defined below provide for target level of services required, measurements thereof and associated penalties.

S. No.	Measurement Parameter	Service Level	Penalty
1	Time taken for resolving the issue	Within 24 hours of lodging the complaint	NO Penalty
2	Time taken for resolving the issue	After 24 hours up to 96 hours of lodging the complaint	500/day after 72 hrs
3	Time taken for resolving the issue	Beyond 96 hrs	750/day after 96 hrs

In case the supplier fails to rectify the defect(s) within 15 calendar days, it may be considered as breach of contract. Further, in case the fault is not resolved within 24 hours or lodging the complaint three times in a year, it may be considered as breach of contract. Maximum applicable penalty shall be 10% of the total value of impacted site recoverable against charges payable annually at the end of year.

#### **5. Right to use defective equipment**

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the Purchase shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

#### **6. Patent Rights**

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

**Date:**

**Place:**

**Signature of Bidder with seal**



## SECTION VI: ANNEXURES/FORMS

### Annexure- A: Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall-

- a) Not offer any bribe, reward of gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b) Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) Not indulge in any collusion, Bid rigging or anti competitive behavior to impair the transparency, fairness and progress of the procurement process;
- d) Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part or to its property to influence the procurement process;
- f) Not obstruct any investigation or audit of procurement process,
- g) Disclose conflict of interest, if any, and
- h) Disclose any previous transgression with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

#### CONFLICT OF INTEREST:

The bidder participating in a bidding process must not have a conflict of interest. A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

1. A Bidder may be considered to be in conflict of interest with one or more parties in bidding process if, including but not limited to:
  - a. Have controlling partners/shareholders in common; or
  - b. Receive or have received any direct or indirect subsidy from any of them; or
  - c. Have the same legal representative for purposes of the Bid; or
  - d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another bidder, or influence the decision of the procuring entity regarding the bidding process; or
  - e. The bidder participates in more than one Bid in a bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all Bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a bidder, in more than one Bid; or
  - f. The bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, works or services that are the subject of the Bid; or
  - g. The bidder or any of its affiliates has been hired (or is proposed to be hired by the Procuring Entity as engineer-in charge/consultant for the contract.

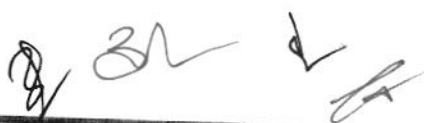
Date:

**Signature of Bidder with Seal**

Name:

Designation:

Address:



## **Annexure- B: Declaration by the Bidder regarding Qualifications**

### **DECLARATION BY THE BIDDER**

In relation to my/our Bid submitted to Commissioner **TADD Udaipur** for procurement of **M/s .....** 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 of 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.

Date:  
Place:

#### **Signature of Bidder with Seal**

Name:  
Designation:  
Address:



### **Annexure- C: Grievance Redressal during Procurement process**

The designation and address of the First Appellate is **Principal Secretary, Tribal Area Development Department, Jaipur.**

The designation and address of the Second Appellate Authority is **Principal Secretary, /ACS Finance Department, Jaipur.**

#### **1. Filing an appeal:-**

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 the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the bidding document within a period of ten days, from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or ground on which he feels aggrieved:

Provided that after the declaration of a bidder as successful 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 bids before the opening of the financial Bids, and appeal related to the matter of financial Bids may be filed only by a bidder whose technical Bid is found to be acceptable.

2. The officer to whom an appeal is filed under Para (1) will deal with the appeal as expeditiously as possible and will Endeavour to dispose it off within thirty days from the date of the appeal.

3. If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective bidder or the procuring entity, as the case may be may file a second appeal to second Appellate Authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

#### **4. Appeal not to lie in certain cases:-**

No appeal will lie against any decision of the procuring entity relating to the following matters, namely:-

- (a) Determination of need of procurement;
- (b) Provision limiting participating of bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of procurement process;
- (e) Applicability of the provisions of confidentiality





**5. Form of Appeal:-**

- (a) An appeal under Para (1) or (3) above will be in the annexed Form along with many copies as there are respondents in the appeal.
- (b) Every appeal will be accompanied by an order appealed against, if any affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case maybe, in person or through registered post or authorized representative.

**6. Fee for filling appeal**

- (a) Fee for first appeal will be rupees two thousand five hundred and for second appeal will be rupees ten thousand, which will non-refundable.
- (b) The fee will be paid in the form of bank demand draft or banker's cheque of Scheduled Bank in India payable in the name of Appellate Authority concerned.

**7. Procedure for disposal of appeal:-**

- (a) The First Appellate Authority or Second Appellate Authority, as the case maybe, upon filing of appeal, will issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, will,-
  - (i) Hear all the parties to appeal present before him; and
  - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned will pass an order in writing and provide the copy of order to the parties free of cost.
- (d) The order passed under sub-clause © above will be place on the State Public Procurement Portal.

Date:

Place

**Signature of Bidder with Seal**

**Name:**

**Designation:**

**Address:**

**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 mission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposed 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



## **Annexure- D: Additional Conditions of Contract**

### **1. Correction of Arithmetic Errors:-**

Provided that a financial Bid is substantially responsive, the procuring entity will correct arithmetical errors during evaluation of financial Bids on the following basis:

- (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected, unless in the opinion of the procuring entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted will govern and the unit price will be corrected;
- (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the sub totals will prevail and the total will be corrected; and
- (iii) If there is a discrepancy between words and figures, the amount in words will prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures will prevail subject to clause (i) and (ii) above.

If the bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid will be disqualified and its Bid security will be forfeited or its Bid securing declaration will be executed.

### **2. Procuring Entity's Right to Vary Quantities**

The quantity mentioned in the Bid is the minimum approximate quantity that the bidder will have to compulsorily supply to specified destination.

- (a) At the time of award of contract, the quantity of Goods, works or service originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit process or other terms and conditions of the Bid and the conditions of contract.
- (b) If the procuring Entity does not procure any subject matter of procurement or procure less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- (c) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity will not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the Procuring Entity will be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred will be recovered from the supplier.

Date:

Place:

**Signature of Bidder with Seal**

Name:

Designation:

Address:



### Annexure- E: Annual Turnover Statement

The annual turnover of M/s. .... for the past three years are given below and certified that the statement is true and correct.

Sr. No.	Financial Year	Turnover in Rs.
1.	2017-18	_____
2.	2018-19	_____
3.	2019-20	_____
Total -		Rs. _____ Crore

Three Year Annual Average turnovers per annum - Rs. \_\_\_\_\_ Crore

Date:

Place:

**Signature of Auditor/Seal  
Chartered Accountant**

(Name & Address)

Membership No. :

Tel. No. :

Mob. No.:



### Annexure- F: Statement of Past Work Experience and Performance

We .....(name of firm) do hereby undertake that we have supplied specified items as per details given below:-

Financial Year	Order Placed by (Full address of purchaser with telephone & Fax no.	Order No. and Date & Value of Order	Description of Work	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the Specified Service been supplied satisfactory
				As per contract	Actual		
1	2	3	4	5	6	7	8
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

**Note:**

1. It shall be notarized and submitted with technical Bid in original.
2. The above information may be verified from relevant documents of bidder.
3. The bidder shall provide Certificate/documents regarding successful completion of the above said work in support of his claim.

Date:

Place:

**Signature of Bidder with Seal**

Name & Address

8 32 ✓



**Annexure- G: Declaration regarding acceptance of Terms & Condition of Bid**

(On Rs. 100/- non judicial stamp paper duly attested by Notary Public to be submitted in original)

**Bidder Name.....**

I/We confirm that I/We are authorized to submit Bid on behalf of the firm participating in the Bid and have perused the entire Tender/Bid document including all its amendments till date.

Having perused the subject Bid with all amendments (wherever applicable). I/We hereby confirm unconditional acceptance and compliance to abide by all its terms & conditions as mentioned in Tender/Bid document including technical particulars, detailed technical specifications of the product, special terms & conditions and general terms & conditions wherever indicated, offer validity, terms of delivery without any deviations whatsoever:

I/We also confirm acceptance of the all general terms & conditions of Bid document.

I/We certify that the prices quoted against the Bid are competitive and without adopting any unfair/unethical means in including cartelization.

I/we certified that tendering firm has not been black listed/banned by any Government Department of the State /PSU from business dealings.

I/We also certified that the information given above is factually correct, true and nothing material has been concealed.

Date:  
Place:

**Signature of Bidder with Seal**  
Name & Address



## **Annexure- H: Manufacturer's Authorization Form (MAF)**

*To be filled by the OEM (indicative format)*

To

Commissioner,  
Tribal Area Development Department  
Udaipur

Subject: Issue of the Manufacturer's Authorization Form (MAF) Reference: NIB/ RFP  
Ref. No. \_\_\_\_\_ dated \_\_\_\_\_

Sir,

We {name and address of the OEM} who are established and reputed original equipment manufacturers (OEMs) having factories at {addresses of manufacturing location} do hereby authorize {M/s \_\_\_\_\_} who is our {Distributor/ Channel Partner/ Retailer/ Others <please specify>} to bid, negotiate and conclude the contract with you against the aforementioned reference for the following Hardware/ Software manufactured by us: -

{OEM will mention the details of all the proposed product(s) with their make/ model.}

We undertake to provide OEM Warranty & support as mentioned in RFP for the offered Hardware/ Software, as mentioned above, for 03 years from the date mentioned in work order.

We hereby confirm that the offered Hardware/ Software is not declared as End-of-Sale on the last date of bid submission.

We hereby confirm that the offered Software is not likely to be declared as End-of-Service/ Support within next 5 years from the date of this letter.

Yours faithfully,

For and on behalf of M/s (Name of the manufacturer)

(Authorized Signatory with seal)

Name, Designation & Contact No.:

Address: \_\_\_\_\_



## Annexure- I: Draft Agreement Format

### AGREEMENT

1. An agreement made this ..... day of ..... between .. (hereinafter called "the approved supplier", which expression will, where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and Tribal Area Development Department (herein after called "TADD" which expression will, where the context so admits, be deemed to include his successors in office and assigns) of the other part.
2. Whereas "the approved supplier", has agreed with TADD to provide Specified Services on site as per Terms and Conditions of the Bid Document and contract appended herewith and at the rates Rs. .... (In words Rs. ....) inclusive of Tax and Expenses as per Bid Document.
3. And whereas "the approved supplier", has deposited a sum of Rs. .... in ..... / Bank Draft/ Banker Cheque No. .... dated .....

or

Bank guarantee/s of a scheduled bank. It will be got verified from the issuing bank. Other conditions regarding bank guarantee will be same as mentioned in the rule 42 for Bid security.

or

Fixed deposit receipt (FDR) of a scheduled bank. It will be in the name of TADD on account of "the approved supplier", and discharged by the "the approved supplier", in advance. TADD will ensure before accepting the Fixed Deposit Receipt that "the approved supplier", furnishes an undertaking the from the bank to make payment/premature payment of the fixed deposit receipt on demand to the TADD without requirement of consent of "the approved supplier", concerned. In the event of forfeiture of the performance security, the fixed deposit will be forfeited along with interest earned on such fixed deposit.

As security for the due performance of the aforesaid agreement which as been formally transferred to the TADD.

Performance security furnished in the form specified in clause (ii) & (iii) of sub-rule (3) will remain for a period of 120 (One Hundred Twenty) days beyond the date of completion of all contractual obligations of "the approved supplier", including warranty obligations and maintenance and defect liability period.

The conditions of the Bid and contract for open Bid enclosed to the Bid notice No. .... dated ..... and also appended to this agreement and are binding on the parties executing this agreement. Letters Nos. .... received from the approved

supplier and letter nos. .... issued by the TADD and appended to this agreement will also form part of this agreement.

#### **LIQUIDITY DAMAGE**

The supply of Specified Services will be effected and completed within the period noted as per enclosed list from the date of supply order

- a. In case of any delay in the delivery period, the recovery of liquidated damages will be made from the approved supplier of the value of Specified items which the "the approved supplier", has failed to supply on the basis of following percentages:-

S.No.	Condition	L.D.%
1	Delay up to one fourth period of the prescribed period of delivery and completion of subject matter of procurement	2.5%
2	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery and completion of subject matter of procurement.	5.0%
3	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery and completion of subject matter of procurement.	7.5%
4	Delay exceeding three fourth of the prescribed period of delivery and completion of subject matter of procurement	10.0%

#### **Note:**

- Fraction of a day in reckoning period of delay in supplier will be eliminated if it is less than half a day.
- The maximum amount of agreed liquidated damages will be 10%.
- If the "the approved supplier", requires an extension of time in completion of contractual supply on account of occurrence of any hindrances as specified in force Majeure clause he will apply in writing to the TADD which had placed the supply order. For the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- Delivery period may be extended with or without liquidated damages if the delay in the supply of Specified items is on account of hindrances force Majeure beyond the control of "the approved supplier"

#### **INDEMNIFICATION:-**

Not conforming to prescribed specifications. For first time it will be 5% The approved supplier shall indemnify the TADD against all claims which may arise in supply of inferior, unsatisfactory and low quality of Specified items of entire supply and for second time it will be 10% of entire supply there after TADD will take appropriate decision to continue or discontinue.

In case of short supply, partial supply and non supply of prescribed Goods and Services TADD will free to charge margin 15% on procuring cost of Specified Item to TADD.



The approved supplier shall agree to indemnify TADD against, and to reimburse TADD for, and to our option, to defend TADD against, all damages for which it is held liable to in any proceeding arising out of use of Specified items, pursuant to and in compliance with this Bid/Agreement, and for all costs TADD reasonably incur in the defense of any such claim brought against TADD or in any such proceeding in which TADD is named as a party, including reasonable attorney's fees, provided that TADD has timely notified us of such claim or proceeding. The approved Supplier will indemnify the TADD against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture of use.

**JURISDICTION:-**

All disputes would be subject to the jurisdiction at Udaipur.

**SUPPLY CONDITION BY THE DEPARTMENT**

The terms and condition with supply order imposed by the TADD would be the a part of agreement and the approved supplier has to comply with by words to words.

This Agreement will valid up to .....

All terms and conditions of Bid will be the part of this agreement.

I/We had read and understand all the terms and condition of e-Bid No. .... dated ..... and agree to abide it.

Now these presents witness

In witness where of the parties here to have set their hands on the day of .....

**For and on behalf of  
Commissioner TADD  
Date**

**For and on behalf of approved supplier**

**Date**

**Witness: 1** .....

**Witness: 1** .....

**Witness: 2** .....

**Witness: 2** .....





### **Annexure- J: Bank Guarantee Format – BID SECURITY**

(To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only and to be issued by a Nationalized/Scheduled bank having its branch at Udaipur in Rajasthan)

To,  
The Commissioner,  
Tribal Area Development Department,  
1, Saheli marg, Udaipur

Sir, -

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

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

Date

(Signature)

Place ..... (Printed Name) .....

(Designation) .....

(Bank's common seal) .....

In presence of:

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

(1) .....

(2) .....

Bank Details

Name & address of Bank:

Name of contact person of Bank: Contact telephone number:



### **Annexure- K: Bank Guarantee Format – PERFORMANCE SECURITY (PBG)**

(To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only and to be issued by a Nationalized/ Scheduled bank having its branch at Udaipur and payable at par at Udaipur, Rajasthan)

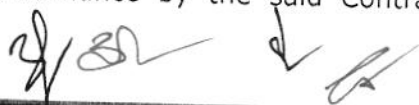
To,

The Commissioner,

Tribal Area Development Department,

1, Saheli Marg, Udaipur

1. In consideration of the Department of TAD, Govt. of Rajasthan (hereinafter called "TADD") 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 .....made between the TADD and .....(Contractor) for the work .....of Security Deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said work order, on production of a Bank Guarantee for Rs.....(Rupees.....only), we.....(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of.....Contractor(s) do hereby undertake to pay to the TADD an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We ..... (Indicate the name of Bank), do hereby undertake to pay Rs.....(Rupees only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the TADD. Any such demand made on the bank by the TADD 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 TADD and We.....(Indicate the name of Bank), bound ourselves with all directions given by TADD regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
3. We(indicate the name of Bank), undertake to pay to the TADD any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of TADD under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the TADD certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We (indicate the name of Bank) further agree with the TADD that the TADD shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said work order or to extend time of performance by the said Contractor(s) from time to time or to



postpone for any time or from time to time any of the powers exercisable by the TADD against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said work order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the TADD or any indulgence by the TADD 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. We (indicate the name of Bank) further agree with the TADD that the TADD shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said work order or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from The liability of.....  
(Indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the TADD in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the TADD. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....(Rupees only).
9. It shall not be necessary for the TADD 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 TADD may have obtained or obtain from the contractor.
10. We (indicate the name of Bank) verify that we have a branch at Jaipur, Rajasthan. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur, Rajasthan. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favour under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Dated ..... day of ..... for and on behalf of the <Bank>  
(indicate the Bank)

Signature

(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the TADD

For and on behalf of the TADD

Signature

(Name & Designation)



**GUIDELINES FOR SUBMISSION OF BANK GUARANTEE**

The Bank Guarantee shall fulfill the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non-judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons shall 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 shall be executed by a Nationalized Bank/ Scheduled Commercial Bank only.
5. Non - Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by TADD
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee shall be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank shall 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:





## **Annexure- L: Bidder's Authorization Certificate**

(To be filled by bidder)

To,

The Commissioner,  
Tribal Area Development Department,  
Udaipur, Rajasthan

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 Tender.

She/he 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:**

**Authorized Signatory:**

**Seal of the Organization:**

**Date:** .....

**Place:** .....

**Verified Signature**

28 32 1 16

**Annexure- M: Format for submitting of doubts in pre Bid meeting**

**Firm name of Bidder:** .....

**Description of form fee:** .....

Sr.No.	Detail of Bid condition/annexure	Detail of doubt	Suggestion of Bidder

**Date:** .....

**Place:** .....

**SIGNATURE OF THE BIDDER WITH SEAL**  
**NAME:**

**ADDRESS:**



## Annexure- N: Bidders Eligibility Criteria

Financial Proposal for only those bidders who have been found to be in compliance with the technical qualification criteria mentioned above would be taken up for further evaluation.

The Procurement Entity reserves the right to check/validate the authenticity of the information provided in the technical evaluation criteria and the requisite support should be provided by the Bidder.

The technical evaluation bid shall be evaluated as per the technical parameters in the following table:

S.No.	Technical Qualification Criteria	Documentary Evidence
1.	The bidder should be a company registered under the Companies Act, 1956/2013 (and amendments thereof)/ Firm/ LLP/ Society and should be in operation in India for at least 5 years as on date of submission of bid	1. Copy of Certificate of Registration/Certificate of Incorporation 2. PAN card 3. GST registration
2.	The Bidder should have experience of: i. supply, installation of IT hardware, System Integration, ITES/ICT enabled system, Software Development and or Services or ii. Maintenance of ICT facilities including computer systems, peripherals, UPS, management of the operating systems and software in geographically dispersed locations including rural and remote locations; (for this purpose maintenance of ICT facilities should be considered as part of any big Infrastructure projects provided Sale, Supply, Installation of IT Hardware is also included in the project by the bidder itself and includes Integration and/or Software development) Or iii. Provision of ICT based education and training in Schools, which should include maintenance of the ICT facilities as referred to in (ii) above;	<ul style="list-style-type: none"> <li>Bidder has to provide letter regarding authorization from OEM</li> <li>MAF is must required from the OEM</li> </ul>
3.	The bidder should have average turnover of at least Rs. <b>2.10 Crore</b> during the last three financial years (FY 2019-20, FY 2018-19 and FY 2017-18) for providing educational services. The net worth of the Bidder, as on 31-03-2021, should be Positive.	Certificate and audited financial statements from the Statutory Auditor on turnover details for the three previous FY for providing educational services.
4.	The Bidder should not have been blacklisted by Central/State Government in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal.	Self-Declaration for not being blacklisted on Bidder's letter head separately as in <b>Annexure-P</b> .

*(Handwritten signatures)*

<b>Technical Capability:</b>		
<b>5.</b>	<p><b>A. Experience in IT Projects:</b> The Bidder should have experience of performing at least one similar assignments:</p> <p>i. The bidder must have successfully completed a single project of Supply, Installation, Testing, commissioning and maintenance of IT and IT related Products and Services of value of at least Rs. 6,00,00,000/- (Rupees Ten Crore) in Government including Computer hardware, LCD projectors, servers, Cameras, networking, UPS, during the last 5 years.</p> <p>OR</p> <p>ii. Supply, Installation, Testing, commissioning and maintenance of IT and IT related Products and Services of value of at least 2 projects of at least Rs. 3,00,00,000/- (Rupees Five Crores) in Government for Software Supply, Deployment, maintenance/ITES Services during the last 5 years</p>	<ul style="list-style-type: none"> <li>• Completion or ongoing certificate from client.</li> <li>• Copies of Work Order + Work completion/Phase completion report.</li> <li>• Phase Completion report must state the amount of work complete</li> </ul>
<b>6.</b>	<p><b>ISO Certifications:</b> The Bidder should be having at least one followings Valid certifications:</p> <ul style="list-style-type: none"> <li>• ISO 9001:2015</li> <li>• ISO 20000 (latest) for IT Service Management</li> <li>• ISO 27001 (latest) for Information</li> </ul>	Copy of valid certifications to be enclosed along with bid response.
<b>7.</b>	<p><b>Manpower:</b> The bidder must have at least 50 full time employees on its rolls on the date of publication of this BID document.</p>	Certificate/Undertaking from Company HR department along with number of Employees breakup

**Note: In the absence of any of the required documents, the bids are likely to be rejected.**

## Annexure- O: Technical Evaluation Criteria

(Total Marks 40)

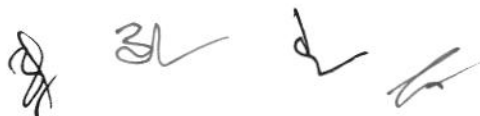
S.No.	Description (Evaluation criteria)	Maximum Score	Supporting Documents Required
1.	<p><b>Technical Presentation:</b> Marks for presentation will be given based on following parameters: <i>(Note-The Bidder must score at least 3 marks in each parameters to qualify.)</i></p> <p><b>A. Approach and Methodology</b></p> <ul style="list-style-type: none"> <li>Understanding of the objectives of the assignment and;</li> <li>Proposed IT solution and network architecture proposed by the Bidder                             <ul style="list-style-type: none"> <li><b>5 Marks</b></li> </ul> </li> <li>Strategy of ensure implementation of project within stipulated timelines and;</li> <li>Approach for integration of the proposed ICT systems                             <ul style="list-style-type: none"> <li><b>5 Marks</b></li> </ul> </li> <li>Identification of major risks and their mitigation plan and;</li> <li>Strategy of maintain all the SLAs and handling change requests                             <ul style="list-style-type: none"> <li><b>5 Marks</b></li> </ul> </li> </ul> <p><b>B. Technical Presentation and Proof of Concept (PoC )</b></p> <ul style="list-style-type: none"> <li>Demonstration of PoC of Proposed System as per RFP requirement                             <ul style="list-style-type: none"> <li><b>5 Marks</b></li> </ul> </li> <li>Compliance to Hardware specifications                             <ul style="list-style-type: none"> <li><b>5 Marks</b></li> </ul> </li> <li>Ability to demonstrate most of all the software features/sample reports/Alerts/Dash Board/Incident Analysis Report listed in the RFP of the expected system                             <ul style="list-style-type: none"> <li><b>5 Marks</b></li> </ul> </li> <li>Ability to demonstrate the Integration of Hardware and Software with the Projector                             <ul style="list-style-type: none"> <li><b>5 Marks</b></li> </ul> </li> </ul>	35 Marks	NA



S.No.	Description (Evaluation criteria)	Maximum Score	Supporting Documents Required
2.	<p><b><u>ISO Certifications:</u></b></p> <p>The Bidder should be having followings</p> <p>Valid certifications:</p> <ul style="list-style-type: none"><li>• ISO 9001:2015</li><li>• ISO 20000 (latest) for IT Service Management</li><li>• ISO 27001 (latest) for Information Security Management System</li></ul> <p>Marks shall be allotted as below for Having:</p> <p>All three Certifications – 5 Marks</p> <p>Any Two Certifications – 4 Marks</p> <p>Any One Certifications – 3 Marks</p>	5 Marks	Copy of valid certifications to be enclosed along with bid response.

**Note:**

1. Bidders shall be required to do the Demo/PoC of systems proposed as per their solution design.
2. The Demo/PoC to be established in the Office, Commissioner, TADD, Udaipur.
3. Bidders should arrange all the required systems/components for demonstration/PoC well in advance.
4. The presentation on the following criteria should be delivered by the Project Manager as proposed by the Bidder in their Technical Bid.
5. Minimum technical qualification marks are 24. Proposal for only those bidders who scores 24 or above marks in technical evaluation would be taken up for further evaluation for financial proposal.



**Annexure P: Self-Declaration by Bidder for not being Blacklisted**

[On Bidder's Letterhead]

Date:.....

To

Commissioner, Tribal Area Development, Government of Rajasthan  
1, Saheli Margi, Udaipur – Rajasthan

**Subject: Undertaking for not being blacklisted**

We M/s \_\_\_\_\_ (Name of the Bidder) having head office at \_\_\_\_\_ undertake the following

We M/s \_\_\_\_\_ (Name of the Bidder) are not blacklisted by the Central Government, State Governments or Government Corporations in India as on date of bid submission.

Signed on behalf of M/s \_\_\_\_\_ (Name of Bidder)

Name and Designation of Signatory:

Place:

Date:



### **Annexure Q: Technical Undertaking**

I/We have clearly understood all the terms and conditions of the Bid and agreement etc. and agree to undertake the supply of specified services (As per Bid Document) at the rate quoted by me/us at the destination all over Rajasthan as specified by TADD.

I/We will assure that I/We will strictly abide by the terms and conditions of the Bid etc., and the instructions issued by the Commissioner, TADD from time to time.

I am/we are enclosing the following documents as per the terms and conditions of the Bid:

1. e-Challan/BG bearing No. ....Dt, ..... for Rs...../-  
{.....} Drawn on ..... Bank towards Bid security.
2. Declaration that the bidder has no past or present criminal record with the Police/ Vigilance of Cs Department/Vigilance and enforcement Department Govt. of Rajasthan or Govt. of any other State/Govt. of India.
3. Declaration that the bidder or any of the partners of Representatives were never blacklisted by the Civil Supplies TADD/Central Government/any State Government/any Union Territory/State Agency at time or involved In diversion of stocks involved in case under E.C. Act or convicted by Court of Law in a criminal case.
4. Copy of the partnership deed/ memorandum of association along with permanent and present addresses of the partners in case of Firm/Directors in the case of Company.
5. Copy of the Registration Certificate, if it is firm/Limited Company.
6. Copy of Registration Certificate under GST Act renewed up to date.
7. Copy of the Trade License issued by the competent authority. (if any)

I/We hereby affirm that the Commissioner TADD, Udaipur is at liberty to take action against me/us as per the terms and conditions of Bid Document, if the above said statement proves to be wrong at any point of time.

**SIGNATURE OF THE BIDDER WITH SEAL**

**Date**

**NAME:**

**Place:**

**ADDRESS:**



## Annexure R: List of Residential schools and Hostels where to set up of Integrated smart classes

### General Information:

Following are the schools where project will be implemented:

छात्रावासों (75 से अधिक संख्या वाले) की ई लर्निंग इन्टीग्रेटेड डिवाइस वितरण सूची

जिला	क्र.स.	आश्रम छात्रावास का नाम	पंचायत समिति	वर्ग	प्रवेश क्षमता	ई लर्निंग इन्टीग्रेटेड डिवाइस संख्या
बांसवाडा	1	गढी	गढी	बालक	100	1
बांसवाडा	2	सरेडी बडी	गढी	बालक	100	1
बांसवाडा	3	रामगढ	कुशलगढ	बालक	100	1
बांसवाडा	4	कुशलगढ	कुशलगढ	बालिका	125	1
बांसवाडा	5	छोटी सरवन	छोटी सरवन	बालक	100	1
बांसवाडा	6	घोडी तेजपुर	छोटी सरवन	बालक	100	1
बांसवाडा	7	कलिंजरा	बागीदौरा	बालक	125	1
बांसवाडा	8	बडोदिया	बागीदौरा	बालक	100	1
बांसवाडा	9	बागीदौरा	बागीदौरा	बालिका	125	1
बांसवाडा	10	करजी	बागीदौरा	बालिका	100	1
बांसवाडा	11	आनन्दपुरी	आनन्दपुरी	बालक	100	1
बांसवाडा	12	आनन्दपुरी	आनन्दपुरी	बालिका	100	1
बांसवाडा	13	चान्दरवाडा	आनन्दपुरी	बालिका	100	1
बांसवाडा	14	बोरदा	घाटोल	बालक	125	1
बांसवाडा	15	जौलाना	अरथुना	बालिका	100	1
बांसवाडा	16	गांगडतलाई	गांगडतलाई	बालक	100	1
बांसवाडा	17	सल्लोपाट	गांगडतलाई	बालक	100	1
बांसवाडा	18	आंबापुरा	बांसवाडा	बालक	100	1
बांसवाडा	19	खेडा वडली पाडा	बांसवाडा	बालक	100	1
बांसवाडा	20	माही डेम	बांसवाडा	बालक	100	1
बांसवाडा	21	बांसवाडा	बांसवाडा	बालिका	100	1
डूंगरपुर	22	रीछा	साबला	बालक	125	1
डूंगरपुर	23	आसपुर	आसपुर	बालिका	100	1
डूंगरपुर	24	ओबरी	सागवाडा	बालक	100	1
डूंगरपुर	25	रघुनाथपुरा	दोवडा	बालक	100	1
डूंगरपुर	26	सूराता	झौथरी	बालक	100	1
डूंगरपुर	27	प्रति. डूंगरपुर	डूंगरपुर	बालक	100	1

*(Handwritten signature)*

डूंगरपुर	28	डूंगरपुर	डूंगरपुर	बालिका	125	1
डूंगरपुर	29	बिच्छीवाडा	बिच्छीवाडा	बालक	100	1
डूंगरपुर	30	माडा	बिच्छीवाडा	बालक	130	1
डूंगरपुर	31	चुण्डावाडा	बिच्छीवाडा	बालक	125	1
डूंगरपुर	32	छापी	बिच्छीवाडा	बालिका	125	1
डूंगरपुर	33	डूँका	सीमलवाडा	बालक	100	1
डूंगरपुर	34	सीमलवाडा	सीमलवाडा	बालक	100	1
डूंगरपुर	35	सीमलवाडा	सीमलवाडा	बालिका	100	1
डूंगरपुर	36	चीखली	चीखली	बालिका	100	1
उदयपुर	37	लसाडिया	लसाडिया	बालक	105	1
उदयपुर	38	मालवा का चौरा	कोटडा	बालक	95	1
उदयपुर	39	मामेर	कोटडा	बालक	100	1
उदयपुर	40	बेकरिया	कोटडा	बालिका	100	1
उदयपुर	41	भवराना	इल्लारा	बालक	100	1
उदयपुर	42	डाल-सलूमबर	सलूमबर	बालिका	100	1
उदयपुर	43	झाडोल	झाडोल	बालक	100	1
उदयपुर	44	अम्बासा	फलासिया	बालक	80	1
उदयपुर	45	फलासिया	फलासिया	बालिका	105	1
उदयपुर	46	छाणी	खैरवाडा	बालिका	100	1
उदयपुर	47	ऋषभदेव	ऋषभदेव	बालिका	100	1
उदयपुर	48	कस्तूरबा (मधुबन), उदयपुर	गिर्वा	बालिका	100	1
सिरोही	49	मीन तलेटी	आबूरोड	बालक	80	1
सिरोही	50	दोयतरा	आबूरोड	बालक	130	1
सिरोही	51	गिरवर	आबूरोड	बालक	130	1
सिरोही	52	सांतपुर	आबूरोड	बालक	100	1
सिरोही	53	मानपुर	आबूरोड	बालिका	150	1
सिरोही	54	ओर	आबूरोड	बालिका	130	1
सिरोही	55	मोरस	पिण्डवाडा	बालक	140	1
सिरोही	56	आपरीखेडा	पिण्डवाडा	बालिका	100	1
प्रतापगढ	57	देवगढ	प्रतापगढ	बालक	105	1
प्रतापगढ	58	थडा	प्रतापगढ	बालक	100	1
प्रतापगढ	59	बोरी	प्रतापगढ	बालक	80	1
प्रतापगढ	60	प्रतापगढ	प्रतापगढ	बालक	100	1
प्रतापगढ	61	प्रतापगढ	प्रतापगढ	बालिका	100	1



प्रतापगढ	62	नागदी	अरनोद	बालक	80	1
प्रतापगढ	63	अरनोद	अरनोद	बालक	80	1
प्रतापगढ	64	दलोड	अरनोद	बालिका	100	1
प्रतापगढ	65	पीपलखूँट	पीपलखूँट	बालक	130	1
प्रतापगढ	66	सुहागपुरा	पीपलखूँट	बालक	100	1
प्रतापगढ	67	रामपुरिया	पीपलखूँट	बालक	100	1
प्रतापगढ	68	गोठडा	धरियावद	बालक	105	1
प्रतापगढ	69	धौलापानी	छोटी सादडी	बालिका	130	1
पाली	70	भीमाना	बाली	बालक	100	1
	71	दानवरली	बाली	बालक	100	1
सवाई माधोपुर	72	बरवाडा	चौथ का बरवाडा	बालक	100	1
	73	वजीरपुर	गंगापुरसिटी	बालक	100	1
उदयपुर	74	भरडियो	भीण्डर	बालक	100	1
दौसा	75	भांवता-भावती	बान्दीकुई	बालिका	100	1
	76	उकरुंद	मउवा	बालक	100	1
	77	रालावास	लालसोट	बालक	100	1
	78	काली पहाडी	दौसा	बालक	100	1
	79	मोहनपुरा	दौसा	बालिका	100	1
अलवर	80	रेणी	रेणी	बालिका	100	1
	81	राजगढ	राजगढ	बालिका	100	1
	82	पालपुर		बालिका	100	1
	83	थानागाजी	थानागाजी	बालिका	100	1
करौली	84	सपोटरा	सपोटरा	बालिका	100	1
	85	नांगलशेरपुर	टोडाभीम	बालक	100	1
	86	कटकड	हिण्डोन	बालक	100	1
भीलवाडा	87	लुहारी कलां	जहाजपुर	बालक	90	1
चित्तौडगढ	88	लक्ष्मीपुरा	भैंसरोडगढ	बालक	100	1
	89	रावतभाटा		बालिका	100	1
	90	मुजंवा	बडीसादडी	बालक	150	1
योग						90

ईएमआरएस विद्यालयों की ई लर्निंग इन्टीग्रेटेड डिवाइस वितरण सूची

जिला	क. सं.	विद्यालय का नाम	पंचायत समिति	वर्ग	प्रवेशित क्षमता	ई लर्निंग इन्टीग्रेटेड डिवाइस संख्या
उदयपुर	1	कोटडा	कोटडा	बालक	350	2
	2	गोगुन्दा	गोगुन्दा	बालिका	200	2
	3	सराड़ा	सराड़ा	बालिका	120	2
	4	खेरवाडा	खेरवाडा	बालक	480	2
बांसवाडा	5	कुशलगढ	कुशलगढ	बालक	350	2
	6	सुन्दाव	आनन्दपुरी	बालक	210	2
	7	आम्बापुरा	आम्बापुरा	सह शिक्षा	120	2
	8	पाडोला	आनन्दपुरी	सह शिक्षा	480	2
डूंगरपुर	9	सीमलवाडा	सीमलवाडा	बालक	480	2
	10	पारडा चुण्डावत	साबला	बालिका	480	2
	11	डूंगरपुर	डूंगरपुर	बालक	120	2
प्रतापगढ	12	टिमरवा	प्रतापगढ	बालिका	480	2
	13	पीपलखूंट	पीपलखूंट	बालक	120	2
सिरोही	14	आबूरोड	आबूरोड	बालक	480	2
टोंक	15	निवाई	निवाई	बालिका	480	2
बारां	16	हनोतिया - शाहबाद	शाहबाद	बालक	480	2
करोली	17	रानोली	टोडाभीम	सह शिक्षा	240	2
अलवर	18	मल्लाणा	राजगढ	सह शिक्षा	480	2
	19	पाटन	रेणी	सह शिक्षा	480	2
जयपुर	20	बिहारीपुरा	तुगा बरसी	सह शिक्षा	480	2
सवाई माधोपुर	21	बरनाला	बामनवास	सह शिक्षा	300	2
योग						42



आवासीय विद्यालयों की ई लर्निंग इन्टीग्रेटेड डिवाइस वितरण सूची

जिला	क.सं.	विद्यालय का नाम		वर्ग	प्रवेशित क्षमता	ई लर्निंग इन्टीग्रेटेड डिवाइस संख्या
उदयपुर	1	सलूमबर	सलूमबर	बालिका	350	2
बांसवाडा	2	हरेगजी का खेडा	घाटोल	बालिका	210	2
डूंगरपुर	3	सागवाडा	सागवाडा	बालिका	210	2
प्रतापगढ	4	प्रतापगढ	प्रतापगढ	बालक	350	2
झालावाड	5	झालरापाटन	झालरापाटन	बालक	270	2
दौसा	6	नयागांव महुवा	महुवा	बालक	270	2
बारां	7	किशनगंज	किशनगंज	बालिका	270	2
	8	रामगढ	किशनगंज	बालक	180	2
	9	शाहबाद	शाहबाद	बालिका	210	2
	10	खुशियारा	शाहबाद	बालिका	150	2
	11	कोयला	बारां	बालक	150	2
	12	कवाई	अटरू	बालक	150	2
	13	परानियों	किशनगंज	बालक	150	2
योग						26

एमपीआरएस विद्यालयों की ई लर्निंग इन्टीग्रेटेड डिवाइस वितरण सूची

डूंगरपुर	1	सूरपुर	डूंगरपुर	बालक	350	2
उदयपुर	2	ढीकली	बडगावं	बालिका	350	2
योग						4

Grand Total	162
-------------	-----

## Annexure S: Bid Declaration Form

### Form of Bid-Securing Declaration

Date :  
Bid No. :  
Alternative No. :

To :  
-----  
-----

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if :-

- (i) we are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our Bid.
- (iv) the cancellation of the procurement process; or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed :-----

Name :-----

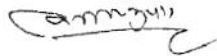
In the capacity of :-----

Duly authorized to sign the bid for and on behalf of :

Dated on       day of

Corporate Seal -----

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.]



नोट - राजस्थान स्टाम्प अधिनियम, 1988 की धारा सपठित अनुसूची के अनुच्छेद 4 के अनुसार घोषणा-पत्र पर 50/- रुपये स्टाम्प ड्यूटी देय है तथा इस स्टाम्प ड्यूटी की राशि पर नियमानुसार 30 प्रतिशत सरचार्ज देय है। उक्त घोषणा-पत्र वित्त (जी.एफ.एण्ड ए.आर.) विभाग द्वारा जारी परिपत्र दिनांक 23.12.2020 के अनुसरण में बोलीदाता द्वारा प्रस्तुत किया जावेगा।



## Annexure T:



राजस्थान सरकार  
वित्त (जीएण्डटी) विभाग

क्रमांक: प. 6 (5) वित्त/साविलेनि/2018

जयपुर, दिनांक : 27.04.2020

### परिपत्र

विषय: ई-ग्रास पर ई-प्रोक्योरमेंट प्रक्रिया हेतु एक ही चालान से बोली दस्तावेज मूल्य, बिड सिक्योरिटी एवं RISL फीस जमा कराने एवं RISL फीस को कोषालय सचिवालय में संधारित पी.डी. खाते में हस्तान्तरित किये जाने की प्रक्रिया।

लोक उपापन प्रक्रिया में पारदर्शिता स्थापित करने के उद्देश्य से ई-प्रोक्योरमेंट पोर्टल पर ई-निविदाओं के प्रेषण के लिए एक ही चालान से बोली दस्तावेज मूल्य, बिड सिक्योरिटी एवं RISL फीस को ऑनलाईन ई-ग्रास सिस्टम के माध्यम से जमा करवाया जाना आवश्यक है। इसके अन्तर्गत ई-ग्रास पर एक ही चालान से बोली दस्तावेज मूल्य, बिड सिक्योरिटी राशि एवं RISL फीस जमा कराने एवं RISL फीस को कोषालय सचिवालय में संधारित पी.डी. खाते में हस्तान्तरित किये जाने की क्रिया विधि निम्नानुसार है :-

1. बिडर द्वारा ई-ग्रास पर प्रोफाइल बनाने के बाद ई-प्रोक्योरमेंट हेतु बोली दस्तावेज मूल्य, बिड सिक्योरिटी एवं RISL फीस का भुगतान एक ही चालान से ऑनलाईन जमा करवाया जायेगा। इस राशि में से बोली दस्तावेज मूल्य एवं RISL फीस रिफण्ड योग्य नहीं होगी। बिड सिक्योरिटी हेतु बजट मद 8443-103, 108 एवं 109 में जमा राशि नियमानुसार संबंधित विभाग द्वारा रिफण्ड किये जाने हेतु सिस्टम में व्यवस्था की गयी है। RISL फीस (i) सिविल विभागों की निविदाओं हेतु बजट मद 8658-00-102-(16)-[01] (सिविल विभाग), (ii) निर्माण विभागों की निविदाओं हेतु बजट मद 8658-00-102-(16)-[02] (निर्माण विभाग) (iii) वन विभाग की निविदाओं हेतु बजट मद 8658-00-102-(16)-[03] (वन विभाग) के अन्तर्गत जमा की जायेगी। बोली दस्तावेज मूल्य हेतु निर्धारित राजस्व मद में बिडर द्वारा राशि जमा कराने हेतु ई ग्रास पर प्रावधान उपलब्ध रहेगा।
2. बिड सिक्योरिटी जमा कराने के लिए सभी विभागों हेतु बजट मद 8443-103 जबकि निर्माण कार्यों हेतु बिड सिक्योरिटी बजट मद 8443-108 (निर्माण विभागों) एवं 8443-109 (वन विभाग) में जमा कराने की दशा में डिविजन कोड का चयन ई-ग्रास पर किया जाना अनिवार्य होगा।

GFR/Rule-904



- 2 -

3. इस प्रक्रिया से जमा राशि का लेखांकन ई-कोषालय के स्तर पर किया जायेगा। ई-ग्रास पर उपलब्ध विभागवार/कार्यालयवार रिपोर्ट्स में जमा राशि से संबंधित रिपोर्ट्स प्रदर्शित की जायेगी।
4. ई-कोषालय में बिन्दु संख्या 1 में वर्णित बजट मद 8658-00-102-(16)-[01], [02], [03] के अन्तर्गत जमा RISL फीस को माह में दो बार बजट मद 8782-101 (Inter Treasury Transfer) के माध्यम से कोषालय (सचिवालय) जयपुर में RISL के पी.डी. खाते में जमा किये जाने हेतु समायोजन बिल के माध्यम से हस्तान्तरित किया जायेगा। जिसे कोषालय (सचिवालय) जयपुर द्वारा उसी माह में मद 8782-101 को माईनस क्रेडिट करते हुए RISL के पी.डी. खाते में अलग-अलग समायोजन बिलों के माध्यम से हस्तान्तरित किया जाना अनिवार्य होगा। यह सूचना ई-ग्रास से वॉम पर Seamless Data Sharing की व्यवस्था से हस्तांतरित की जायेगी। सिस्टम पर उपलब्ध रिपोर्ट्स के माध्यम से संबंधित निर्माण खण्ड ई-ग्रास पर जमा राशि व रिफण्ड राशि का स्टेटस भी देख सकते हैं।
5. निर्माण कार्यों से संबंधित बिड हेतु उक्त चालान से संबंधित राशि निर्माण लेखों में फॉर्म 80 में प्रदर्शित होने पर कोषालयों द्वारा चालान की प्रति प्रत्येक मद में जमा राशि के लेखों के साथ महालेखाकार कार्यालय को उपलब्ध करवायी जायेगी।
6. उक्त प्रक्रिया के अन्तर्गत बिडर को प्रारम्भ में ई-प्रोक्योरमेंट पोर्टल पर बिड भरने के साथ-साथ ई-ग्रास पर एक चालान के माध्यम से ई-भुगतान का चयन करते हुए अपेक्षित राशि जमा करवाया जाना अनिवार्य होगा। इस प्रक्रिया को एन.आई.सी. द्वारा ई-प्रोक्योरमेंट पोर्टल से ई-ग्रास का इन्टीग्रेशन करते हुए अविलम्ब लिंक करने की व्यवस्था सुनिश्चित की जायेगी। व्यवस्था स्थापित होने तक बिडर को ई-ग्रास पर भुगतान होने के उपरान्त चालान CIN नम्बर के साथ जनरेट कर ई-प्रोक साइट पर स्कैन कर अपलोड करना होगा। ई-ग्रास एवं ई-प्रोक्योरमेंट का लिंक स्थापित होने के उपरान्त अपलोड किए जाने की आवश्यकता नहीं रहेगी तथा ई-ग्रास सिस्टम ई-प्रोक्योरमेंट पोर्टल से बिडर का नाम लेने के स्थान पर सिस्टम जनरेटेड कोड फेंच करेगा तथा बिड फाइनल होने के बाद बिडर का नाम पूर्व के कोड से फ्लेग करते हुए किया जाना सुनिश्चित करेगा जिससे बिडर को होने वाले रिफण्ड भुगतान में असुविधा न हो। उपापन संस्था द्वारा ई-ग्रास पर कार्यालयवार उपलब्ध रिपोर्ट्स एवं ई-कोषालय के TY-33 से जमाओं का मिलान भी सुनिश्चित किया जावेगा।
7. ई-प्रोक्योरमेंट पोर्टल के ई-ग्रास पोर्टल से इन्टीग्रेशन के उपरान्त ई-प्रोक्योरमेंट पोर्टल पर निर्माण कार्यों से संबंधित बिड भरने हेतु बजट मद 8443-108,109 में बनाये गये चालान की राशि निर्माण लेखों में सम्मिलित किये जाने के उद्देश्य से प्रविष्टि एक कोड के साथ एन.आई.सी. वॉम को उपलब्ध करायी जावेगी। बिड खुलने के बाद उक्त प्रविष्टि हेतु सवेदक का नाम एवं अन्य विवरण एन. आई. सी. (वॉम) को उपलब्ध कराया जायेगा।

OPR Rules-new





