

# **Ajmer Smart City Limited**

## **INVITATION FOR BID**

**(IFB) Bid Reference No. ASCL/Smart City**

**Works/ 04/2017 -18**

### **Bidding Document for**

**Development of Smart Class Rooms at Various  
Govt. Schools In Ajmer**

**July - 2017**

### **Ajmer Smart City Limited**

RRTI Banglow, Jaipur Road Gughra Gaon Near High Security  
Jail, Ajmer Rajasthan Email [asclajmercity@gmail.com](mailto:asclajmercity@gmail.com)

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**Supertendent Engineer  
Ajmer Smart City Limited**

## **DISCLAIMER**

This Request for Proposal (RFP) contains brief information about the Project, Qualification, Requirements and the Selection process for the successful applicant. The purpose of this RFP document is to provide applicants with information to assist the formulation of their bid application (the “application”).

The information contained in this RFP documents or subsequently provided to interested parties (the “applicant(s)”), in writing by or on behalf of Ajmer Smart City Limited (ASCL) is provided to Applicant(s) on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided. This RFP document does not purport to contain all their information each applicant may require. This RFP document may not be appropriate for all persons, and it is not possible for ASCL, their employees or advisors or consultants to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain applicants may have a better knowledge of the proposed Project than others. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. ASCL, their employees, consultants and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP documents and information provided hereunder is only to the best of the knowledge of ASCL.

Intimation of discrepancies in the RFP, if any, should be given to the Office of the ASCL immediately by the applicants. If ASCL receives no written communication, it shall be deemed that the applicants are satisfied that the RFP document is complete in all respects.

This RFP document is not an agreement and is not an offer or invitation by ASCL to any party. The terms on which the project is to be developed and the right of the successful applicant shall be as set out in separate agreements contained herein ASCL reserves the right to accept or reject any or all applications without giving any reasons thereof. ASCL will not entertain any claim for expenses in relation to the preparation of RFP submissions.

| <b><u>TENDER DATA SHEET</u></b> |   |  |
|---------------------------------|---|--|
| 1                               | Name of work:   | Development of Smart Class Room in various schools in Ajmer  |
| 2                               | Estimated cost:   | Rs. 1.10 Crore   |
| 3                               | Name of Engineer-in-charge.   | <b>Executive Engineer, PIU ASCL Ajmer (Raj)</b>  |
| 4                               | Address of Engineer-in- charge.   | AJMER SMART CITY LIMITED<br>RRTI Banglow, Jaipur Road Gughra<br>Gaon Near High Security Jail, Ajmer<br>Rajasthan Email<br>asclajmercitey@gmail.com |
| 5                               | Earnest money:  | Rs. 2.20 Lakhs   |
| 6                               | Time of completion of work:   | 6 months   |
| 7                               | Cost of tender document:  | Rs. 10000/- + Rs. 1000 Processing fee  |
| 8                               | Method of tendering:  | E-tendering  |
| 9                               | Website detail:   | <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> and<br>sppp.rajasthan.gov.in   |
| 10                              | Bid Downloading Start Date & Time   | 26/07/2017 at 11.00 am   |
| 11                              | Bid downloading end Date & Time   | 28/08/2017 at 06:00 pm   |
| 12                              | Pre bid office hours)   | 10/08/2017 at 11:00 am   |
| 13                              | Venue of Pre bid meeting  | Ajmer Smart City Limited,<br>RRTI Banglow Jaipur Road Gughra<br>Gaon Near High Security Jail, Jaipur<br>Road Ajmer                                 |
| 14                              | Last date and time of Online submission proposal  | 28/08/2017 at 06:00 pm   |
| 15                              | Last date and time of Physical submission of EMD <b>Bid document for Bid processing fee &amp; Power of Attorney</b> | 29/08/2017 up to 05:00 pm  |
| 16                              | Opening of bid online (Technical proposal only)   | 30/08/2017 at 11:00 am   |
| 17                              | Validity of tender:   | 120 days from date of submission of the bid.   |

### **Instructions for Online Bid Submission**

Instructions to the Bidders to submit the bids online through the Rajasthan state e- procurement Portal at <http://eproc.rajasthan.gov.in> or <http://sppp.rajasthan.gov.in>

1. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
2. Bidder should do the enrolment in the e-Procurement site using the “Online Bidder Enrolment” option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the bidders through email id provided.
3. Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smartcard, should be registered.
5. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
6. Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
7. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
8. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
9. Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smartcard to access DSC.
10. Bidder selects the tender which he/she is interested in by using the search option & then moves it to the “my tenders” folder.
11. From my tender folder, he selects the tender to view all the details indicated.
12. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders Bid documents may be scanned with 200 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted. However of the file size is less than 1 MB the transaction uploading time will be very fast.
14. If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.

15. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under <http://eproc.rajasthan.gov.in> or <http://sppp.rajasthan.gov.in> these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
16. Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
17. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
18. The bidder has to select the payment option as offline to pay the Tender fee / EMD as applicable and enter details of the instruments.
19. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
20. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
21. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
22. If the price bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
23. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
24. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
25. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
26. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

27. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
28. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
29. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
30. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document.
31. The Bidder should upload the letter of Transmittal (on company letterhead) as per performa enclosed.

**Notice Inviting E-Tender 04/2017-18**

Bid Reference No. : ASCL/Smart City Works/

Dated

The Ajmer Smart City Limited (ASCL), Ajmer invites online bids from reputed firms for the following work on Design Build Basis.

| S.No | Name of Work   | Estimated Cost (Rs. In Crore) | Bid Security (Rs. In Lakhs) | Tender Fee pay to CEO ASCL    | Period of Completion | Bid Document downloading start date and time | Pre-bid Meeting      | Bid Documents Downloading Start date and time | Last date and time of Physical submission of EMD BID documents for Bid Processing fee and power of attorney | Opening of bid online (Technical proposal only) |
|------|--|-------------------------------|-----------------------------|-------------------------------|----------------------|--|----------------------|---|---|---|
|      |  |                               |                             | Processing Fee pay to MD RISL |                      |  |                      |   |   |   |
| 1    | Development of Smart Class Room at various Govt Schools in Ajmer | 1.1                           | 2.2                         | 10,000/-                      | 6 Months             | 26/07/17 at 11:00 am                         | 10/08/17 at 11:00 am | 28/08/17 at 06:00 pm                          | 29/08/17 up to 05:00 pm   | 30/08/17 at 11:00 am                            |
|      |  |                               |                             | 1000/-                        |                      |  |                      |   |   |   |

Earnest money and cost of tender documents shall be deposited Demand draft of EMD and Bid Cost are to be submitted in favour of Chief Executive Officer , Ajmer Smart City Limited , Ajmer & Bid Processing fee in favour of Managing Director, RISL,Ajmer. The financial bid shall be submitted online only. Hard copies of documents related to eligibility bid and UTR of EMD/ cost of tender documents shall however also be submitted to ASCL, Ajmer, The pre bid meeting will be held on 10/08/2017 at 11:00 am during office hours at Ajmer Smart City Limited RRTI Bungalow Jaipur Road Ghooghra Gaon Ajmer The tender can be uploaded till 28/08/2017 upto 6.00 P.M. The eligible bids shall be opened on 30/08/2017 at 11.00 am. The financial bid of tenderers qualifying eligibility criteria shall thereafter be opened on specific time, date of venue which will be intimated to them separately.

**Supertendent Engineer  
Ajmer Smart City Limited**



## **PROJECT**

Ajmer Smart City Limited has been working towards the Development of Smart City Ajmer since its inception. ASCL is involved with the Smart city proposal for Ajmer smart city and it has one major portion as area based development (ABD) which ensures balance development of area by providing basic infrastructural facilities with development of social, educational, institutional, sports and health care infrastructure.

The Ajmer Smart City Limited is striving to enhance the learning outcomes of school children using diverse techniques. One of the techniques is to empower teachers by training them to use multimedia content and interactive techniques. By having the right mix of the conventional blackboard based teaching along with interactive multimedia techniques, the administration believes that students will have an improved learning experience which will convert into better learning outcomes. The use of multimedia techniques in the appropriate manner shall also help slow learning students to grasp concepts in an easier way. The interaction of technology and content with students and teachers during teaching- learning process, the students will be all the more attentive to what is being taught in the class. Hence, with the overall objective of improving learning outcome in mind, Ajmer Smart City Limited intends to setup smart class rooms in the selected Government Institutions of the Walled city area of Ajmer. For this purpose, bids are invited from competent bidders for the supply of equipments, installation, training and maintenance of the complete smart classroom system.

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Ajmer Smart City Limited**

## GENERAL TERMS AND CONDITIONS OF CONTRACT

### 1. DEFINITION

For the purpose of this CONTRACT, unless otherwise specified or repugnant to the subject or context, the following terms shall be deemed to have the following meanings:

AGENCY shall mean -----\*-----having its registered office at-----\*-----  
 .who shall be the implementing/executing agency for work by following its own approved procedures.

"AUTHORISED REPRESENTATIVE" shall mean the representatives of "ASCL" and/ or Agency as the case may be who are duly empowered and authorized by the irrespective organizations to act for and on their behalf.

"CONTRACT" shall mean this CONTRACT including all Annexures hereto and all documents herein attached and amendments which the PARTIES may hereafter agree in writing to be made to this CONTRACT.

"DATE OF COMPLETION" shall mean the date on which ASCL confirms written completion of work after having completed them in all respects.

"ASCL" shall include ASCL, its successors and permitted assigns.

"PARTIES" shall mean ASCL and Agency each one individually referred to as PARTY.

"WORK" shall mean the smart classrooms for the use of ASCL& to be constructed at government schools in walled city area.

### 2.

i.      Tenderer/ Agency shall have to deposit earnest money deposit of Rs. 2.20 lacs and cost of tender documents of Rs. 10000 + Rs. 1000 processing fee Earnest money and cost of tender documents shall be deposited Demand draft of EMD and Bid Cost are to be submitted in favour of Chief Executive Officer , Ajmer Smart City Limited , Ajmer & Bid Processing fee in favour of Managing Director, RISL,Jaipur.

ii. The Agency whose tender is accepted will be required to furnish irrevocable performance guarantee of 5% of the tendered amount within the period of 15 days after issue of letter of acceptance or extended time as approved by Engineer-in-charge. The performance guarantee shall be initially valid up to stipulated date of completion plus 60 days. The performance guarantee can be in the form of guarantee bonds of any scheduled bank or State Bank of India in accordance with prescribed format attached. If the Agency fails to submit the

prescribed performance guarantee, then ASCL without prejudice to any other right or remedy available at law be at liberty to forfeit the said earnest money absolutely. If the Agency fail to commence the work, ASCL shall without prejudice to any other right or remedy available at law be at liberty to forfeit the said performance guarantee absolutely. The earnest deposited along with the bid shall be returned after receiving the aforesaid performance guarantee. After recording completion of work, the performance guarantee shall be returned to Agency without any interest.

The Agency whose tender is accepted, shall permit ASCL at the time of making payment to him for the work done under the contract/ deduct a sum at the rate of 10% of gross amount of each running and final bill till the sum deducted will amount to security deposit of 10% of tendered value of the work. This security deposit of the agency shall not be refunded before expiry of twelve months after the issue of completion certificate.

iii. Milestones:

| S. No. | Financial Progress                 | Time allowed from date of start     | Amount to be withheld in case of non-achievement of milestone |
|--------|------------------------------------|-------------------------------------|---|
| 1.     | 1/8 of tendered cost               | 1/4 <sup>th</sup> of time of tender | 2.50 %  |
| 2.     | 3/8 <sup>th</sup> of tendered cost | 1/2 of time of tender               | 2.50 %  |
| 3.     | 3/4 <sup>th</sup> of tendered cost | 3/4 <sup>th</sup> of time of tender | 2.50 %  |
| 4.     | Full                               | Full                                | 2.50 %  |

### 3. COMPLETION OF PROJECT

Upon notification of completion of works in writing by agency, ASCL will inspect the same along with Agency. Any defects observed shall be informed to the agency at the earliest and within 90 days for rectification.

Though, the date of completion by ASCL as aforesaid shall be deemed to be the date of completion of the work (hereinafter called COMPLETION) for the purpose of this CONTRACT, but as the implementation of the classroom will be done school-wise and there can be a few days difference from the first and last implemented school. The actual implementation date will be referred to by the date of "Implementation Certificate" signed by the principal/authorized school authority as a handover of the project on the date of actual implementation. The risk/security of the hardware between the date of

Implementation Certificate of the first and the last school will remain with ASCL.

#### Duration of Contract:

The duration of contract would be Six Months and shall begin with the installation of the smart classroom systems in all the government schools. During the period of the contract, digital content, trainings, refreshers, maintenance and updating shall be done by the service provider without any additional cost to the client.

### 4. CHANGES, ADDITIONS AND DELETIONS IN AGENCY'S SCOPE OF WORK

ASCL shall have the right to request in writing to make any changes, modifications, deviation and change in location of installation of equipments and reduction in scope of Agency's work prior to and/ or after award of work. Agency shall consider such written requests and act accordingly in the matter. ASCL assures that the essence of this clause is to accommodate the maximum number of smart classrooms which is a welcome preposition to the bidder. Similarly, a decrease in the smart classrooms can be accommodated to the

extent of 10-20% only. Beyond this it may become unviable for the bidder to execute the project as the risk is attributed from the OEM to provide a competitive price.

ASCL should have the right to increase or decrease the number of smart class rooms to the extent of 25% and may further extend the order for implementation in as many schools / smart classrooms at the same agreed price within the financial year.

## **5. RELATION BETWEEN THE PARTIES**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and Principle as between the ASCL and the Agency. The Agency subject to this contract, has complete charge of Personnel engaged by him and shall be fully responsible for services performed by them on his behalf.

## **6. PRE-QUALIFICATION CRITERIA**

- 6.1 Consortium bid is allowed.
- 6.2 The Bidder should be a Firm registered in India and operational in the domain of Education sector for at least last 5 (five) years Self-attested copies of Incorporation/Registration certificate along with MoA/ Byelaws (or Similar document) should be furnished as documentary proof.
- 6.3 The Bidder should have average minimum annual turnover of Rs. 5 crore (Rupees Five Crore only) in the last 3 financial years (FY 13-14, 14-15 & 15-16). As documentary proof, attested copy of the Audited Balance Sheet is to be submitted. The Bidder also has to provide the CA certificate specifying that the Bidder has minimum single work of Rs. 0.25 crore executed from the business of smart class operations and IT enabled educational solutions.
- 6.4 The Bidder must possess positive net worth in each of the last three preceding financial years. The prime Bidder must attach self-attested copies audited accounts or CA certificate as supporting documents. Un-audited accounts will not be considered.
- 6.5 The Bidder should have successfully implemented at least 150 class room still the last year that involve smart classroom solution supply, installation, integration, support and maintenance etc. as per scope of this RFP (Customer references on their official letterhead should be submitted):  
Having an experience of setting up smart class systems in at least
  - a) 150 class rooms till the last year or executed projects worth 5.0 Cr.
- 6.6 The Bidder, should have successfully implemented smart classroom solution covering syllabus of minimum 2 Education boards (one should be CBSE) for smart classroom. Customer references should be submitted.

- 6.7 The classrooms of government schools of Ajmer are devoid of internet connection and are neither air neither conditioned nor acoustically designed. The service provider shall take this into consideration while designing and implementing the smart class systems. Any modifications to be done in the classroom for making the teaching learning experience via the smart class system effective is to be done at the cost of the service provider.

Hindi happens to be the medium of instruction and language of learning in government schools of Ajmer. The textbooks of the Rajasthan board are written in Hindi. Students and most of the teachers do not have command over English and hence the learning content of the service provider should also be in Hindi.

The teachers are to be trained by the service provider once in three months for first year to effectively use the hardware and software part of the smart class package which shall be followed by refresher trainings as and when required or as directed by the Engineer In Charge.

The learning content in the form of 2D/3D videos or animations shall be exhaustive with respect to Rajasthan state board. The animations shall be of high quality which easily explains complex phenomena such as the Sodium Potassium pump (biology), and dynamics of a nuclear reaction attaining criticality (physics), conic sections (mathematics). (Refrain from writing specific topic rather it should be substantial.)

The job of refresher training, maintenance and updating of content ("Other deliverables") shall be done by the service provider without any additional cost to the client during the contract period of three years.

Having good quality, accurate and exhaustive multimedia/interactive content based on the Rajasthan board to meet the academic objectives. The language of communication in such content shall be Hindi mainly. The learning content and assessment should be exhaustive to such an extent that each and every concept of every chapter which could be better understood with the help of multimedia interactive content should be available in the repository provided by the service provider.

The smart class room system should be such that it could be used in the offline mode also (i.e. In the absence of internet).

The animations and other interactive content should be such that it assists the teaching learning process in an effective and simple manner. The modules should

have pause, play, fast forward and rewind options. Movement from one module to other (e.g. one chapter to another or from animation module to assessment module) should also be easy, quick and user friendly.

The client shall only arrange to give access to the classroom and the service provider will have to undertake all the necessary activities to convert the classroom into a smart class room. The smart class room system is going to be installed in ordinary government classrooms and hence should be resistant to dust and rodents. \_\_\_\_\_

The electrical components used in the system shall be of reliable brands (whose quality has been certified by ISI) and designed or installed in such a way that chance of teacher or a child receiving an electrical shock is nil. Support equipments required

for the smooth functioning of the hardware such as UPS shall be the responsibility of the successful bidder. Proper earthing of all electrical equipments shall be the responsibility of the service provider. Power points have to be fitted in the class by the successful bidder to run the smart class system. Initial set of batteries to run all equipments such as remote controls in the smart class system shall be provided by the successful bidder. Any furniture (such as table for keeping the computer or UPS) required for the proper installation and running of the smart class system shall be the responsibility of the service provider. The learning content which shall be categorized in the database on class and subject basis shall should cover at least the following subjects:

| Sno. | Class                  | Subject  | Language of Content                    |
|------|------------------------|--|--|
| 1    | XI and XII             | English, Physics, Chemistry, Biology, Mathematics                | Hindi/ English                         |
| 2    | From 1st to 10th Class | Biology, English, Hindi, Science, Mathematics and Social Science | Hindi/ English<br>Minimum 1000 Modules |

The software and hardware of the service provider should be flexible in such a way that any additional multimedia content in the form of video, lectures, animations, pictures, 2D/3D videos and additional questions created by subject teachers could be added into the database via a pen drive or external hard disk and used in an effective and simple manner

- 6.8. The Bidder should have successfully implemented smart class room solution covering syllabus in minimum 2 mediums (Hindi & English). Customer references should be submitted.
- 6.9 The Bidder: The Bidder should have successfully implemented Smart class room digital content. Digital Content mapped to state curriculum covering syllabus of standard 1 to 10 (covering Biology, Mathematics, Hindi, English, Science, Social Science.) and Standard 11 and 12 (English, Mathematics, Physics, Chemistry, and Biology) of at least one Board (CBSE/State Board) for smart classrooms.
- 6.10 The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices and should not be black listed by any State/ UT Government, Central Government or any other Public Sector undertaking as on the date of Bid Submission. An undertaking to this effect should be submitted by the Bidder (prime Bidder, in case of consortia) on its letter head.
- 6.11 The Bidder should be authorized by OEM for IT and non- IT equipment (in respect of each product and its services) to quote against this tender. The MAF (Manufacturer's/ OEM Authorization Form) should be submitted by the lead Bidder, in case of a consortium.
- 6.12 The Bidder must be registered under any State's/UT's Commercial Tax Act / VAT / Sales Tax Act or Central Sales Tax Act which must be quoted in the bid. The Bidder must have paid all as applicable GST till year 2017-2018/ GST as per applicable by

- Govt. Self-attested documentary proof is to be submitted
- 6.13 Self-Declaration of HR head of the company clearly mentioning the name of employees, their qualifications and experience should be submitted. Combined total of all the consortia members to meet this requirement will not be acceptable.
- 6.14 The Bidder should submit valid letter from the OEMs confirming following:
- a) Authorization letter from OEM / Technology partner mentioning the support for 5
  - b) years including Spares, Software upgrades, after “Go-live”
  - c) Technology partner letter confirming Products quoted are not end-of-life/ end of sale for a period of 06 months from the date of submission of the bid.
- \*Go-live is defined as the date when the full solution (including supply, installation, testing, integration and acceptance) is completed and formally accepted as such by Ajmer Smart City Limited, as evidence by the letter from the department. This is an important requirement as the maintenance phase will commence from this date
- 6.15 The Bidder must provide a list of places where such systems have been installed and/or are being maintained by him with their configuration and with the references, Work order or purchase order copies etc. The Bidder is required to provide assurance to arrange for a visit at such place in case the tender evaluation committee needs to evaluate the performance of the installation.

## 7. PROCESS OF EVALUATION:

The bid will be evaluated on QCBS methodology in the ratio 60:40 i.e. 60% weightage will be given to the technical solution and 40% weightage will be given to the financial bid.

- 7.1. The evaluation will consist of the following phases
- Phase I:** Evaluation of Eligibility/ pre-qualification  
Criteria
  - Phase II:** Evaluation of Technical Bids (of eligible Bidders in pre-qualification)
  - Phase III:** Evaluation of Financial Bids (of technically qualified Bidders)
  - Phase IV:** Combined Evaluation of Technical & Financial Bid
- 7.2 **Phase I: Evaluation of Eligibility criteria:** In this part the Bidders will be evaluated specified in the Eligibility criteria mentioned for the fulfilment of the conditions at Annexure III & V. It is clearly specified that, unless otherwise specifically mentioned, the eligibility criteria of only the prime Bidders will be considered during the pre-qualification stage but the technical evaluation will consider the cumulative experience and expertise of the consortium, if any.

7.3 **Phase II: Evaluation of Technical Bids:** In this part the technical bid of only those Bidders who have qualified the Phase I Eligibility criteria will be evaluated. The technical bid will be evaluated on the parameters described below.

7.3.1. **Analysis of technical bid**

- a) The technical Bid should contain a detailed description of how the Bidder will provide the required services outlined in this Bid. It should articulate in detail, as to how the Bidder's Technical Solution meets the requirements specified in the Bid.
- b) The Technical Bid must not contain any pricing information.
- c) Any information submitted which is additional to the required response should be marked as 'Supplementary' and shall be furnished as a separate section, linking it to the relevant section of the RFP.
- d) If the Bidder wishes to propose additional services (or enhanced levels of services) beyond the scope of this Bid, the proposal must include a description of such services as a separate attachment to the Bid. However, this additional information will not entail the Bidder to claim higher marking/ ranking, unless all the other Bidders submit similar information. The decision of the department/ tender evaluation committee in this regards will be final and binding. ASCL may however ask this particular Bidder to supply these features, in case this Bidder becomes the selected Bidder, at no extra cost.
- e) The Technical Bid should detail the tasks to be performed as per detailed scope of work and technical specifications given in the Bid covering the following at the minimum:
  - (i) Overview of the Proposed Solution that meets the requirements specified in the Bid
  - (ii) Detail of ready to deploy (after customization) product, if any
  - (iii) Operational environment
  - (iv) Implementation methodology, project plan and implementation schedule
  - (v) Project team structure, Size and capability/ qualifications (Total Staffing plan including numbers)
  - (vi) Quality standards and assurance process proposed to be followed
  - (vii) Risk Identification/Mitigation Strategies
  - (viii) Training & Change Management Strategies
  - (ix) Key Deliverables along with examples
- f) Bidders are advised to describe proposed solution on above points in detail. Incomplete or poorly described technical proposal will be considered as unresponsive bid submission and may lead to disqualification. Ajmer Smart City Limited reserves the right to take appropriate action in this regard.
- g) The technical bid marks (Stm) out of 100 shall be assigned to each bid on the basis



of evaluation matrix at Annexure VI.

- h) Each competency group will have minimum Qualification score 50% and only those Technical Bids receiving marks greater than or equal to cut-off marks in each competency group and overall a minimum 60% will be eligible for consideration in financial bids
- i) If required ASCL may seek specific clarifications from any or all Bidders at this stage. ASCL shall determine the Bidder that qualifies for the next phase after reviewing the clarifications provided by the Bidders.

**7.3.2 Technical Bid Score:** The Technical Bid Score 'St' of the Bidder shall be derived as under:

**St= (Stm/SH) x 100, where**

- St is the relative Technical Bid Score (out of 100) of the Bidder
- Stm= Total technical bid marks of the Bidder under consideration (out of 100)
- SH= Highest total technical bid marks amongst all evaluated bids (out of 100)

**7.4 Phase III: Evaluation of Financial Bids:**

**7.4.1** In this phase, the Financial Bids of the Bidder, who are technically qualified, in Phase II, shall be opened. Formula to determine the scores for the Financial Bids shall be as follows.

**Sf = (FL/F) x 100, where,**

- Sf is the relative Financial Score (out of 100) of the Bidder
- FL is the value of the lowest Commercial Bid amongst all the Bidders
- F is the price quoted by the Bidder under consideration

**7.4.2 Errors in Commercial bid submission:**

- a) The financial bid submitted by the Bidder shall be treated as final. Where there is any discrepancy, either between the amounts in figures and in words, or between the unit rate and the line item total, the bid may be treated as non-responsive and may be rejected.
- b) However, if ASCL decides to continue with the evaluation, then the best value to the department will be considered and the Bidder shall agree to the same, failing which it may result in forfeiture of EMD and rejection of bid
- c) If against any column(s) in financial bid, if a zero or no value is mentioned, then it will be presumed that that particular line item(s) will be supplied Free of Cost and no change will be accepted on any grounds once the bid is submitted. The Bidder shall agree to the same, failing which it may result in forfeiture of EMD and rejection of bid

## 7.5 Phase IV: Combined Evaluation of Technical & Financial Bid

7.5.1 The Total score of the Bidder will be determined as under:

$$\text{Total Score} = (\text{TS}) = (0.6 \times \text{St}) + (0.4 \times \text{Sf})$$

The bid of Bidder, who obtains the highest TS value, will be rated as the Most Responsive Bid. In the event of the same TS score of more than one Bidder, the bid with the highest technical score (St) will be rated as the most responsive bid. If a tie still continues, ASCL will decide the matter in its full discretion.

7.5.2 ASCL may award the Contract to the successful Bidder whose bid has been determined as the most responsive bid.

7.5.3 ASCL shall have the right to negotiate with the successful Bidder.

7.5.4 The decision of ASCL shall be final and binding on all the Bidders.

## 8 SELECTION OF A BIDDER

8.1 ASCL will select the Bidder achieving the highest total score, (as defined above) as the Bidder of the project.

8.2 In case there is only a Single Bidder who meets the minimum requirement marks of the Technical bid evaluation, the same may be accepted as the Bidder for the project by the department, subject to evaluation of the financial bid, as per the decision of the tender evaluation committee

## 9. NOTIFICATION OF AWARD OF CONTRACT

9.1 Prior to the expiration of the period of proposal validity, Ajmer Smart City Limited or its authorized representative will notify the successful Bidder in writing (by fax or email) that its bid has been accepted

9.2 Ajmer Smart City Limited may place the work order/ Lol (letter of Intent) to such successful Bidder.

9.3 The Bidder shall acknowledge in writing to the department, the receipt and acceptance of the work order/ Lol. If no reply, as mentioned above, is received within 07 days, it will be deemed to be accepted by the Bidder and all project related activities will commence from this date

10. **SIGNING OF CONTRACT/ MASTER SERVICE AGREEMENT (MSA)**
- 10.1 Within 30 days of receipt of the work order/ Lol, the successful bidder shall sign the agreement (MSA) with ASCL.
- 10.2 All incidental expenses towards execution of the agreement (MSA) shall be borne by the successful bidder
- 10.3 The Master Service Agreement (MSA) between Ajmer Smart City Limited and the successful bidder shall cover in detail the aspects/terms of contract such as mentioned below but not limited to:
- a) Performance security
  - b) Warranty
  - c) Payment
  - d) Prices
  - e) Assignment
  - f) Sub-contracts
  - g) Termination
  - h) Applicable Law
  - i) Notices
  - j) Change orders
  - k) Taxes and Duties
  - l) Confidentiality
  - m) Limitation of liability
  - n) Training and consultancy
  - o) Technical Documentation
  - p) Project Management
  - q) Bidder's obligations
  - r) Department's obligations
  - s) Patent Rights & IPR
  - t) Service Levels & Penalty on breaching Service Levels
  - u) Any additional items as decided by the department
  - v) Miscellaneous Terms & Conditions
- 10.1 In case of a consortium, the same shall not consist of more than three companies/ corporations (including the prime bidder) and shall be formed under a duly stamped consortium agreement. Every member of the consortium shall be equally responsible and jointly and severally liable for the successful completion of the entire project
- 10.2 The end product of the work assignment carried out by the selected bidder, in any form, will be the sole property of Ajmer Smart City Limited.
- 10.3 The selected bidder shall not outsource the work to any other associate / franchisee / third party under any circumstances without the written prior approval of the department.

However, jobs like civil, furniture, fabrication, cabling, passive jobs etc. can be subcontracted with due prior approval of the department

- 10.4 Bidder is required to give detailed qualification, classification, role and responsibility of people deployed for execution, trouble shooting, and maintenance for the period of five years
- 10.5 All goods/materials/items supplied shall be new and of best quality in every respect and as per the standards wherever applicable. The bidder shall be responsible for the proper packaging of the goods so as to avoid damages under normal conditions of transport by sea, rail, road or air and for delivery of the material in good conditions to the consignee at destination. In the event of any loss, damage, breakage, leakage or any shortage bidder shall be liable to make good of such loss and shortage found at the time of checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible to the bidder.
- 10.6 If the selected bidder applies for the extension of the delivery period, the extension could be granted on valid grounds only once and maximum up to 15 days, or as decided by the ASCL, upon specific request, in writing, by the bidder .
- 10.7 The bidder shall invariably furnish complete address of the premises of his office, godown and workshop, together with full name and address of the person who is to be contacted, for the purpose where inspection can be held.
- 10.8 All rates quoted in the tender must be based on free delivery (FOR) at Ajmer school premises in good condition and securely packed for Ajmer Smart City Limited. The location for specific deliveries will be intimated to the bidder at the delivery stage.
- 10.9 The rates should be inclusive of all taxes (taxes & duties should be shown separately). No cartage shall be paid by the ASCL or Ajmer Administration and the delivery of goods, including unloading/ unpacking, shall have to be given at the locations indicated as mentioned above.
- 10.10 The supplier shall bear all risks of loss, leakage or damage and shall deliver the goods in good condition to the consignee at the destination mentioned in the order.
- 10.11 Rates of Goods/Items must be mentioned only in Indian Currency. ASCL shall not be responsible and shall not reimburse for any variation in the rates of foreign currency vis-a-vis Indian currency. No correspondence in this regard shall be entertained.
- 10.14 The quantities shown in the tender notice are approximate and can be increased / decreased as per requirement. The supplies shall be made according to the requirements of the ASCL.
- 10.15 The proposals submitted should have all pages numbered. It should also have an index giving page wise information of documents. Proposals that are incomplete or not in prescribed format will be summarily rejected.
- 10.16 If the BIDDER fails to complete any milestone within the time period (s) specified in this

RFP, Ajmer Smart City Limited may without prejudice to its other remedies under the Agreement, levy penalties.

- 10.17 Project delay, caused on account of Ajmer Smart City Limited approvals or Data Centre co-hosting services, will be excluded from the calculation of duration for penalty
- 10.18 Upon breach of any of the Terms and Conditions of contract and/or breach of the agreement by the supplier, it will be lawful for the department to forfeit the bidder of the Earnest money/ Security Deposit in whole or part, or impose such penalty as deemed fit and recover the same from the Security Deposit or from any other payment to be made to the supplier or in any other manner as the deemed fit by the department, but without prejudice to right of the department to recover any further sum of money as damages from the bidder.
- 10.19 Delivery of goods: The BIDDER shall notify the ASCL about the delivery of the goods to the Delivery date one week in advance of the expected date of partial or complete delivery.
- 10.20 The Supplier shall ensure that its representatives are present for the inventory of the Goods supplied under the contract failing which the department shall proceed with the inventory in the BIDDER's absence and the Department's inventory report shall be binding on the BIDDER, who shall then make good the deficiencies/ defects without any demur/ representations Classrooms- ASCL

**11. LIMITATION OF LIABILITIES:**

In no event shall the department be liable for any indirect, incidental, consequential, special or punitive loss or damage including but not limited to loss of profits or revenue, loss of data, of the bidder. In any case, the aggregate liability of the bidder, what so ever and how so ever arising, whether under the contract, tort or other legal theory, shall not exceed the total contract value, with respect to the goods or services supplied under this agreement, which gives rise to the liability.

**12. TITLE TO ASSETS/ EQUIPMENT:**

The ASCL, shall own all the assets (IT hardware) of the project from day one.

**13. OBTAINING APPROVAL/CLEARANCES:**

Necessary approvals/ clearances from concerned authorities, as required, for fire protection, government duties/ taxes/ octroi, and providing network connectivity shall be obtained by the successful bidder.

**14. EXIT MANAGEMENT:**

The selected successful bidder will submit an exit management plan within one month of the award of the project/ project start date, whichever is later. Upon successful

completion of the contract period or upon termination of the agreement for any reasons, the Bidder shall comply with the following.

- a) Notify to the department forthwith the particulars of all Project Assets;
- b) Deliver forthwith actual or constructive possession of the Project free and clear of all encumbrances and execute such deeds, writings and documents as may be required by the department, for fully and effectively divesting the Bidder of all of the rights, title and interest of the Bidder in the Project and conveying the Project;
- c) Comply with the Divestment Requirements except in case if Termination of this Agreement is due to action taken by the department.
- d) In the Event of Default, the Bidder shall have implemented the maintenance schedule as well as any repairs pointed out by the Independent Consultant/ ASCL official in its Operations and Maintenance Inspection Report prior to date of Termination Notice. In case of Termination due to Force Majeure Event, the Divestment Requirements shall be mutually agreed between the department and the Bidder; and
- e) Pay all transfer costs and stamp duty applicable on hand-back of project assets except in case the Project is being transferred due to department requirement, or expiry of Contract period, in which case the department, shall be responsible for transfer costs and stamp duty, if any. For clarification of doubt, transfer costs in this Clause relate to taxes and duties applicable at transfer of Project, if any.

## **15 AGREEMENT**

15.1 Ajmer Smart City Limited shall execute an agreement with the Bidder as per the terms and conditions of the RFP. The conditions stipulated in the agreement must be strictly adhered to and any violation of any of the conditions will entail termination of the contract without prejudice to the rights of the ASCL to impose and enforce other penalties at its discretion.

15.2 In such a case, Ajmer Smart City Limited has the right to unilaterally invoke the Performance Bank Guarantee and further right to terminate the entire or part of the contract by giving 1 month notice period.

## **16. INTELLECTUAL PROPERTY RIGHTS**

16.1 The source code of the solution shall be with the Bidder.

16.2 The IPR (Intellectual Property Rights) for solution which are developed and/ or customized in offered solution and under this RFP, shall be with Bidder.

## **17. OWNERSHIP OF DATA**

17.1 While the Bidder is responsible for the functioning and operation of the Smart classrooms solutions, the backend databases will be developed by the bidder and owned by the ASCL.

17.2 ASCL will be the owner of all data, transactions in any form kept at the different locations where the solution has been installed, either in electronic form or physical form such as paper etc.

**18 SERVICE LEVEL REQUIREMENT/ SERVICE LEVEL AGREEMENT (SLA):**

18.1 During the term of warranty, the service/repair calls will have to be attended by the bidder within the time mentioned from the time of such calls. In case of major defects requiring the defective equipments to be taken out of location, the cost for which will have to borne by the bidder, it should be returned within permissible time duly repaired and simultaneously immediate substitute equipment should be provided by the bidder for the continued smooth operation of the system.

18.2 Penalty for non-achievement of SLA Requirement (Implementation SLA)

a) Delay shall attract a penalty per week as per the following –

i. Penalty for delay in design, development of Software Application for interactivity between school & parents = 0.01% (A) per working day of delay or part thereof (calculated pro-rata); Penalty for delay in supply, implementation, training etc = 0.01% (B) per working day of delay or part thereof (calculated pro-rata); Where A is the Design, Development Cost in Development Phase and B is the supply, implementation, training etc. cost

b) Delays in equipment supply/installation: 0.01% \* (Equipment cost) per working day of delay or part thereof (calculated pro-rata); A total deduction as penalties of 10% (cumulative) of the charges for any of the above may lead to termination of contract.

18.3 Support Related SLA (Operational SLA)

18.3.1 SLA System Bug Resolution Time Definition

c) If the complaint is booked and the response is not received within 48 working hours from the time of booking, then the penalty applicable will be Rs. 20.00 per week per complaint

Successful bidder will provide after spares service during the comprehensive warranty period from nearest place of service point to the location of installation in Ajmer. The complaint should be attended within 48 hours failing which the following additional penalties shall be imposed. The complaint will be recorded in help desk constituted by successful bidder for this purpose by email or phone and a log will be maintained of the complaints by BIDDER and the ASCL.

| Sno. | Duration   | Penalty  |
|------|--|--|
| 1    | Upto 48 hours from the logging of the complaint with the BIDDER                | Nil  |
| 2    | Condition of Tender and Contract for Open/Global Tender Bidder                 | 0.1% per week of the total value of the defective equipment/Software |
| 3    | Beyond 15 days of the logging of the complaint till rectification of the Fault | 0.2% per week of the total value of the defective equipment/software |

18.3.2 **Service Level Requirement:** R1, R2, R3 – 100% within response and resolution times

18.3.3 **Measurement of Service Level Parameter:** Support query should be classified in following three categories.

**Severity Level 1 (R1):** System issues that have the greatest business impact wherein application users are not able to perform his/her regular work at a time. Or there is a downtime of the Smart class room solution, Servers, or equipment, at one or more locations

**Severity Level 2 (R2):** System issues that have medium business impact wherein the user is partially able to perform his/her regular work. But the system not fully functional and has bugs, errors, faults etc. For example, user is able to login and perform most of his normal work, but some of the features have issues e.g. some supplementary reports are not available, some misalignment in reports, some role access issues, privileges conflicts, slow fetching of data etc

**Severity Level 3 (R3):** System issues which have the least/no business impact on working, e.g. change of profile settings, Screen resolution issues, Customer tracking, error popup, messages etc.

18.5 In any case, if the equipment is not made operational within 8 days from the time of reporting of fault, the Performance Security submitted by the Bidder to the department shall be invoked. Any payments (payable to Bidder) shall not be paid too. This will be deemed to be an event of default and the department may initiate show cause notice after which if the issue still remains unresolved the purchaser reserves the right to terminate the contract forthwith.39.6 The delay due to force majeure conditions, closure of Site/non accessible of Site, theft, burglary etc. shall be excluded from the penalty subject to submission of notice/ letter/ document duly endorsed by concerned authorities.

- a) The primary goal of Testing & Acceptance is to ensure that the project meets requirements, standards, specifications and performance prescribed by the RFP.
- b) Completion of any other tests/evaluation criteria that the department may specify.



- c) The Acceptance Tests for the Hardware and Networking Components shall involve successful supply, delivery at Site, installation and commissioning of systems at all implementation locations of the project.
- d) In the event of the Site not being allocated, the BIDDER and ASCL may mutually agree to redefine the milestones by following appropriate change control process, to be defined in the contract.

On successful completion of the Acceptance Test(s) and after the Committee so constituted by the department to conduct the said Acceptance Tests are satisfied with the working of the system, the acceptance certificates shall be Signed by the Bidder and authorized representative(s) of the department.

Any delay by the Bidder in the performance of its contracted obligations shall render the BIDDER liable to the imposition of penalties, as deemed appropriate change control process, to be defined in the contract.

All components & deliverables of the Applications, hardware, networking components, software and other peripherals, as the case may be, would be deemed accepted on attainment of the receipt of Site Acceptance Certificate from each Location.

Any delay attributable to the BIDDER in the Acceptance Testing shall render the BIDDER liable to the imposition of appropriate penalties, as mentioned in the RFP.

**19. MODULES FOR SMART CLASSROOMS SOLUTION:**

The Smart classrooms solution software should consists of the following modules.

- Students module standard wise/ medium of instruction wise/ subject wise and Board wise.
- Teacher training module standard wise/ medium of instruction wise/ subject wise and Board wise.
- Remedial Class Module: for weak students.
- Module for promoting extracurricular activities i.e. quiz competition, elocution, debates etc.

**20. GURANTEES AND LIABLITIES**

Agency guarantees that the works as specified/ described under the "Specification of work" in this CONTRACT, and technical documents to be developed by agency shall be in accordance with sound and established engineering practices, using International Standards and Indian Codes and Regulations, (government) wherever applicable, for the purpose(s) specified, free from defects and suitable for respective uses intended.

**LIMITATION OF LIABILITY**

Except where otherwise specified in agency's scope of work, agency's liability under this CONTRACT for all guarantees or warranties of whatsoever nature, whether expressed or implied, and for all causes whatsoever shall be limited to getting the things rectified without additional fee to the ASCL.

**21. GOVERNMENT LEVIES**

Agency's quoted rates shall be inclusive of statutory levies/Taxes. Any future tax revision in the Service Tax imposed by central/state Govt. shall be reimbursed on actual subject to submission of proof of payment of such taxes.

**22. INSURANCE**

Insurance by agency at its own cost: Workman's compensation insurance, covering all employees of agency for statutory benefits as set out and required by local law in the area

of operation or area in which agency may become legally obliged to pay benefits for bodily injury or death.

### **23. INDEMNITY**

- a. Agency shall hold harmless and indemnify the ASCL, against any claims or liability because of personal injury including death of any employee of agency and arising out of or in consequence of the performance of this CONTRACT.
- b. ASCL shall not be responsible for any loss or damage to property of any kind belonging to agency or its employees, servants or agents.

### **24. SECRECY**

- a. ASCL shall not disclose to any third party, any Technical Information, data, design, drawings, plans, specifications, etc. received from agency at any time either in whole or in part, shall use all reasonable efforts to preserve the secrecy of the above Technical Information and shall not use the same for any purpose other than the fabrication, maintenance and operation of the open gym equipments. However, the disclosure of such Technical Information to Government of India or Statutory authorities of Government of India shall not be deemed to be a violation of the Secrecy understanding contained herein.
- b. The above undertakings shall not, however, extend to any such Technical Information which:
  - i. ...is in the possession of ASCL prior to receipt of the same, directly or indirectly from agency.
  - ii. ...is received by ASCL without any secrecy obligation.
  - iii. ... is or has become part of the public knowledge since receipt of the same, directly or indirectly from agency.
- c. Agency shall likewise have secrecy obligations in respect of confidential information provided by ASCL.

### **25. FORCE MAJEURE**

- a. Any delay in or failure of performance by a PARTY shall not constitute default hereunder or give rise to any claims for damages against said PARTY if and to the extent caused by reasons which are beyond the control of the said PARTY, including but not limited to acts of God, strikes or other concerted acts of

workman, power cuts, fires, floods, explosions, riots, war (declared or undeclared), rebellion, sabotage, extra ordinary severe weather, civil commotion and criminal acts of thirdparties.

- b. Both PARTIES shall keep a record of the circumstances referred to above which are responsible for causing delays in the execution of the project.
- c. If the execution of the project is likely to be delayed by or as the result of one or more of the circumstances referred to in this Article hereof, ASCL and Agency shall discuss the situation with a view to find the means to minimize the impact and effect of such circumstances and to reduce the costs and expenses which the PARTIES or either of them may incur. The decision of the ASCL shall be final in this regard.
- d. The parties agree herein that in the event of the Force Majeure conditions, the period of the Contract shall be extended accordingly for the duration/period for which such conditions exist.

## **26. WAIVER**

No failure or delay by either PARTY in enforcing any right, remedy, obligations or liability in terms of the CONTRACT shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the PARTY and notwithstanding such failure or delay, the PARTY shall be entitled at any time to enforce such right, remedy obligation or liability, as the case maybe.

## **27. ARBITRATION**

Settlement of Disputes & Arbitration will be at **Ajmer (Rajasthan)**

14 (A) Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

- i) If the agency considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge/Executive Engineer on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the ASCL in writing for written instruction or decision. Thereupon the ASCL shall give written instructions or decision within a period of

one month from the receipt of the Agency 's letter.

If the ASCL fails to give instructions or decision in writing within the aforesaid period or if the agency is dissatisfied with the instructions or decision of the ASCL, the Agency may, within 15 days of the receipt of ASCL decision appeal to the Chief Executive Officer of ASCL who shall accord an opportunity to the Agency to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Executive Officer shall give his decision within 30 days of receipt of the Agency's Appeal. If the agency is dissatisfied with this decision, the agency shall within a period of 30 days from receipt of the decision, give notice to the Engineer Member for appointment of Arbitrator, failing which, the said decision shall be final, binding and conclusive and not referable to adjudication by the Arbitrator.

- ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above disputes or difference shall be referred for adjudication through arbitration by a Sole Arbitrator who shall be a technical person having the knowledge and experience of the trade, appointed by the Engineer Member, ASCL. It will be no objection to any such appointment that the arbitrator so appointed is a ASCL employee that he had to deal with the matter to which the contract relates and that in the course of his duties as ASCL employee, he has expressed his views in all or any of the matter in dispute of difference. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Engineer of the appeal.

It is also a term of this contract that no person other than a person appointed by the ASCL, as aforesaid, should act as arbitrator and, if, for any reason that is not possible; the matter shall not be referred to arbitration at all. It is also a term of this contract that if the agency does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-Charge/Executive Engineer that the final bills ready for the payment, the claim of the agency shall be deemed to have been waived and absolutely barred and the ASCL shall be discharged and released of all liabilities

under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and, in all cases, where the total amount of the claims by any party exceeds Rs.1,00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues the notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator, shall, if required, to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

- (B) The Decision of the ASCL regarding the quantum of reduction as well as justification thereof in respect of rates for substandard work which may be decided to be accepted will be final and could not be open to Arbitration.

## **28. PATENTS**

- a. Agency shall, subject to the limitations contained in this Article, indemnify and hold ASCL harmless from all costs, damages, and expenses arising out of any claim, action or suit brought against ASCL by third parties in respect of any infringement of any patent or registered design or any similar rights resulting from the use of any technical information, data or process or design belonging to agency and furnished to ASCL, as long as it is used by agency for the purposes of this project only.
- b. Similarly ASCL shall indemnify and hold agency harmless from all costs, damages and expenses arising out of any claim, action or suit brought against

ASCL by third parties in respect of any infringement of any patent or registered design or any similar rights resulting from the use of any information furnished to agency by ASCL or by others on behalf of ASCL, as long as it is used by agency or the purposes of this project only.

### **29. ASSIGNABILITY**

The CONTRACT and benefits and obligations thereof shall be strictly personal to the PARTIES and shall not on any account be assignable or transferable by the PARTIES except with the prior agreement in writing.

### **30. CESSATION OF CONSULTANT'S RESPONSIBILITIES**

Upon agency's Guarantees and Liabilities referred to in this CONTRACT having been or being deemed to have been satisfied upon expiry of thirty six months from the DATE OF COMPLETION, recorded and settlement of arbitrations/disputes (if any) whichever occurs later, all responsibilities of agency under this CONTRACT shall be deemed to have been discharged.

### **31. SUBLETTING/OUTSOURCING**

Agency shall not assign or sublet or outsource any activity within its scope of work without the written approval of the ASCL.

### **32. LIQUIDATED DAMAGES FOR DELAYS & NON-PERFORMANCE BY AGENCY**

If the agency is not able to get the works executed in the stipulated time frame, which results in overall delay in completion of the project then it will amount to non-performance by agency. In the event if ASCL is of opinion that agency is not performing in accordance with the condition laid down in the agreement, then ASCL shall impose damages @ 1.5% per month of delay of the tendered cost for that particular stage (to be computed on per day basis) upto a maximum limit of 10% of tendered cost. The decision of the ASCL shall be final & binding on this account.

**33. Conflict of interest-** A tenderer shall not have a conflict of interest that may affect the selection process. Any tenderer found to have a conflict shall be disqualified and in that event, ASCL shall forfeit and appropriate the EMD and/ or performance guarantee in full, without prejudice to any other right or remedy that may be available to ASCL.

**Supertendent Engineer  
Ajmer Smart City Limited**

## **METHOD OF BID SUBMISSION**

### **A. Eligibility bid:**

The bid can be submitted after uploading the following mandatory scanned documents.

1. Unique transaction reference of RTGS/ NEFT towards cost of bid documents and earnest money separately.
2. Letter of transmittal(Annexure-I).
3. Bidder's particulars(Annexure-II).
4. Details of similar work executed(Annexure-III).
5. Financial details of bidder(Annexure-IV).
6. Solvency certificate from scheduled bank(Annexure-V).

Bidders are required to get registered before hand on the website. The intending bidders must have valid class II/ III digital signature to submit the bid. Bidders can upload the documents in PDF format. The above said "Eligibility bid" documents shall also be submitted in hard copies to CEO ASCL by 29/08/2017 upto 5:00 pm

### **B. Financial bid:**

1. It is to be uploaded in Annexure-VI **online only** along with eligibility bid.
2. Financial bid of only those bidders shall be opened who are declared qualified in their eligibility bid.
3. The bidder shall quote their rates for each item and its total amount both in words and figures.

**C.** Eligibility bid shall be finalized within one month of opening of the bid.

**D.** Bid shall be valid for a period of 120 days from date of opening of eligibility bid.

**Supertendent Engineer  
Ajmer Smart City Limited**

**FORM OF PERFORMANCE GUARANTEE-BANK GUARANTEE**

1. In consideration of the Ajmer Smart City Limited (hereinafter called "ASCL") having offered to accept the terms and conditions of the proposed agreement between and \_\_\_\_\_ (hereinafter called "the said contractor(s)" for the work of \_\_\_\_\_ (Hereinafter called "The said agreement") having agreed to Production of a irrevocable Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only.) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We \_\_\_\_\_ (indicate the name of the bank) hereinafter referred to as "the Bank) hereby undertake to pay to the ASCL an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on demand by the Government.

2. We \_\_\_\_\_ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the ASCL stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

3. We \_\_\_\_\_ (indicate the name of the bank) the said bank further undertake to pay to the ASCL 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 relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.



4. We \_\_\_\_\_ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the ASCL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the ASCL certified that the terms and condition of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.

We \_\_\_\_\_ (indicate the name of the bank) further agree with the ASCL that the ASCL shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the ASCL against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the ASCL or any indulgence by the ASCL to the said contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

6. We \_\_\_\_\_ (indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of the ASCL in writing.

7. This guarantee shall be valid up to \_\_\_\_\_ unless extended on demand by ASCL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees only) and unless a claim in writing is lodged with us within six months of \_\_\_\_\_ the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated \_\_\_\_\_ the day of \_\_\_\_\_ for \_\_\_\_\_.

(Indicate the name of Bank)

**FORM OF AGREEMENT**

**THIS AGREEMENT is made on .....dayof ..... 20.....**

**BETWEEN**

Chief Executive Officer on behalf of Ajmer Smart City Limited (ASCL), RRTI Banglow Jaipur Road, Ghogra Gaon Near High Security Jail Ajmer.

**AND**

Agency, \_\_\_\_\_\* \_\_\_\_\_ having its registered office at .....(Hereinafter referred to as consultant) which expression shall, include its successors and permitted assigns, of the other part.

**WHEREAS ASCL** intends to have work of (Name of work: Development of Smart Class Rooms in various Schools in Ajmer.) (hereinafter referred to as PROJECT),

**AND WHEREAS** said agency is in the business of providing design, fabrication and installation of fitness equipments and other services and possesses experience, expertise and knowledge in this regard,

**AND WHEREAS ASCL** has selected agency to undertake the said works.

**AND WHEREAS** said agency agrees to execute the said work as per the terms and conditions for the performance of the said work as detailed herein.

**NOW THEREFORE**, in consideration of the premises and the covenants set forth in this CONTRACT, ASCL & agency mutually agree and confirm the agreement detailed herein and witnessed as follows:

**Clause -1: CONTRACT DOCUMENT**

The following documents shall be deemed to form and be read and constitute part of the AGREEMENT in addition to Form of Agreement:

1. Details of the project.
2. General terms and conditions of contract.

3. Eligibility criteria and evaluation criteria.
4. All correspondence / Pre bid queries replied/ Minutes of meetings etc. between ASCL& agencies after the issue of RFP document till the award of work.
5. Specification of work and schedule of quantities.

**Clause-2 EFFECTIVE DATE OF CONTRACT**

This CONTRACT shall be deemed to have come into force with effect from 10th day of issue of letter of acceptance by ASCL.

**Clause-3 PERFORMANCE OF AGENCY**

Agency shall perform as herein specified upon the general terms and conditions and within time frame specified in the CONTRACT.

**Clause-4 REMUNERATION AND CONTRACT PRICE**

ASCL shall in consideration of the work executed, pay to agency as provided in Article 2(v) of General Terms and Condition of contract.

**Clause-5 CONTRACT PERIOD**

On signing by ASCL and consultant this CONTRACT shall be deemed to have come into force from the effective date of CONTRACT i.e. from 10th day of issue of letter of acceptance by ASCL and shall remain in force for 3 months. In the event of increase in the contract period due to circumstances beyond the control of either agency or ASCL, nothing extra will be payable to agency beyond the quoted fee. Defect liability period shall be one year after recording date of completion.

**Clause-6 ENTIRE CONTRACT**

The Contract documents mentioned in Clause-1 hereof embody the entire CONTRACT between the PARTIES hereto, and the PARTIES declare that in entering this CONTRACT they do not rely upon any previous representation, whether express or implied and whether oral or written, or any inducement, understanding or agreement of any kind not included within the Contract documents, and unless herein incorporated all prior negotiations, representations, and/or agreements and understandings relating to the subject matter are hereby treated as null and void.

**Clause-7 JURISDICTION & APPLICABLE LAW**

Not with standing any other Court or Courts having jurisdiction to decide the question(s) forming the subject matter of the reference, any/all actions and proceeding arising out of or relative to the

CONTRACT (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil Jurisdiction in this behalf at Ajmer and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts. ASCL may make any byelaw(s), rules or regulation and carry out any amendment at any stage, in the rules or procedure necessary for the accomplishment of the purpose.

**The laws of India for the time being in force shall govern this CONTRACT.**

**Clause-8 NOTICES**

1. Any notice, consent, document or other communication required or permitted to be given under this contract shall be deemed to have been validly served if it is in writing and is signed by an authorized officer of the party giving the notice, and delivered or sent by registered post or by speed mail or courier to the address of the parties set out below or such other address as may be notified as the appropriate address from time to time for the purpose of this contract.

**Chief Executive Officer,**

**Ajmer Smart City Limited,**

RRTI Banglora Jaipur Road Ghoogra Gaon, Near High Security Jail Ajmer.

2. Date of notice of instruction shall be the day on which said notice or instruction is received.
3. Any PARTY may change its notice address at any time by so advising the other PARTY thereof in writing.

IN WITNESS WHEREOF the PARTIES hereto have duly executed this CONTRACT in two originals at the place, and date as follows:

For and on behalf of ASCL for and on behalf of Agency

|              |              |
|--------------|--------------|
| Name:        | Name:        |
| Designation: | Designation: |
| Place:       | Place:       |
| Date:        | Date:        |
| Witness      | Witness      |
| 1.           | 1.           |
| 2..          | 2            |

**Specification for development of Smart Class Rooms in various Schools in Ajmer.**

## Technical Specification

**(A) Integrated Portable Compact Unit for Education**

| <b>S. No.</b> | <b>List of Hardware</b>                   | <b>Specification</b>  | <b>No. of unit<br/>(class rooms)</b> |
|---------------|---|---|--------------------------------------|
| 1.            | Computer System                           | 1- Intel Chipset Motherboard with minimum core i5 Processor or equivalent<br>2- Minimum 4GB RAM memory<br>3- Minimum 2TB HDD<br>4- Optical disc drive with both read and write capability   | 43                                   |
| 2.            | Projection System & Projection image size | Minimum DLP Technology  |                                      |
| 3.            | Display Technology                        | Minimum XGA, Short Throw  |                                      |
| 4.            | Resolution & Contrast Ratio               | Minimum 800x600   |                                      |
| 5.            | Aspect Ratio                              | Minimum 4:3 native, 16:9 compatible   |                                      |
| 6.            | Input/output                              | Minimum 6 USB Ports   |                                      |
| 7.            | LAN                                       | Minimum 30 Mbps Ethernet connectivity   |                                      |
| 8.            | Audio                                     | External amplifier with 50W audio output, option for connecting external speaker  |                                      |
| 9.            | Power backup                              | 1 KVA line Interactive UPS with 15-20 min Battery back-up   |                                      |
| 10.           | Interactive Whiteboard IWB                | Non Ceramic Surface (MADE IN INDIA)<br>Diagonal size 77 inch. Aspect ratio 4:3<br>Optical Sensing Touch Technology<br>Sleek design with Aluminum Alloy<br>Powder Coated frame<br>Can write with Finger or Stylus<br>Intelligent Gesture Recognition in Window |                                      |

|  |  |   |  |
|--|--|---|--|
|  |  | Warranty : 5Year Onsite Comprehensive Warranty or equivalent  |  |
|  | Matel Casing   | Matel Casing  |  |
|  | Content (Study material)                                       | (A) Class 1-10 <sup>th</sup> & 10 <sup>th</sup> -12 <sup>th</sup> (subject wise)<br>Science, Mathematics, Social Study, English and Hindi & class 11-12 <sup>th</sup><br>Mathematics, Physic, Chemistry, Biology and English<br>(B) Based on Rajasthan board Syllabus/CBSE<br>(C) Languages Hindi/English |  |
|  | Installation and Commissioning                                 | All Above   | Per Class Room   |
|  | Electrification minor civil work earthing (one in each school) |   | Per Class Room   |
|  | AMC  | Maintenance of Hardware during the contract period of three years in all respects   |  |
|  | Training During the contract period of three years             | Training of the faculty during the contract period of three years   | Assuming training is to be imparted to 10 teachers per school for 5 days minimum |
|  | Manpower<br>1. Project Manager<br>2. School Coordinator        | MBA/Graduate with 5 years experience of contract period of three years<br>Graduate with 5 years experience of contract period of three years  |  |

Supertendent Engineer  
Ajmer Smart City Ltd. Ajmer

Annexure-I

**LETTER OF TRANSMITTAL**  
**(To be given on Company Letter Head)**

To,

Date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sub: Acceptance of Terms &amp; Conditions of Tender.

TenderReferenceNo: \_\_\_\_\_

Name of Tender / Work:-

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the abovementioned "Tender/Work" from the web site(s) namely:

\_\_\_\_\_

\_\_\_\_\_

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. to (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s)/ pre-bid meeting minutes in its totality / entirety.

5. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy available in law be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**Annexure-II****ELIGIBILITY BID****PARTICULARS OF TENDERER**

1. Name of organization:  
 State/country of incorporation:  
 Registered address:  
 Year of incorporation:  
 Year of commencement of business:  
 Principal place of business:  
 Brief description of the organization :  
 including details of its main lines of  
 business
  
2. Authorized signatory of the tender  
 Name:  
 Designation:  
 Company:  
 Address:  
 Phone No. (office) (mobile)  
 Fax No:  
 E-mail address:
  
3. Does the tenderer's firm combine function as a consultant or advisor along with the  
 function as a contractor and/or a manufacturer. Yes/No,  
  
 If yes, does the tenderer agree to limit the tenderer's role to that of an agency to the ASCL or  
 else shall be liable to disqualify themselves, their associates / affiliates, Subsidiaries and/or  
 parent organization subsequently from work on this project in any other capacity if  
 they combine the function as consultant and Contractor. Yes/No

Signature of authorized signatory

(Seal of firm)



**Annexure-III****ELIGIBILITY BID****SIMILAR WORKS SUCCESSFULLY COMPLETED BY THE TENDERER**

1. Name of the project :
2. Name of client's address :
3. Name, telephone no. and fax no. of client's representative :
4. Cost of the project :
5. Start date of Assignment :
6. Finish date of Assignment :
7. Brief description of the project :

**Note:**

1. Use separate sheet for each similar work completed.
2. Give detail of all similar works executed during the period under consideration of tender.
3. Attach performance certificate from client, detailing nature of work carried out cost of project as a proof of carrying out assignments.

Signature of authorized signatory

(Seal of firm)

**Annexure-IV****ELIGIBILITY BID****SOLVENCY CERTIFICATE FROM A SCHEDULED BANK**

This is to certify that to the best of my knowledge and information that \_\_\_\_\_ is a customer of our Bank is respectable and can be treated as good for any engagement upto a limit of Rs. \_\_\_\_\_.

This certificate is issued without any guarantee or responsibility on the Bank or any of the offices.

Note: Bank's Certificate should be in the letter head of the Bank.

Complete address of the Bank/Branch

(Signature)

for the Bank

Seal of the Bank

**Annexure -V****(A) Bidder Profile**

| <b>S No</b> | <b>Particulars</b>   | <b>Bidder Submission</b> | <b>Page No.</b> |
|-------------|--|--------------------------|-----------------|
| 1           | Tender No and Publication Date   |                          |                 |
| 2           | Name and full address of the bidder/ lead bidder and consortium partners   |                          |                 |
| 3           | Registered office with full address and contact details  |                          |                 |
| 4           | Type of firm (Public/ Pvt/ Prop/ Partnership), give full details   |                          |                 |
| 5           | Attach self attested certificate of Registration of bidders (including consortia members)  |                          |                 |
| 6           | Date of establishment of bidder, with proof  |                          |                 |
| 7           | If Proprietorship, name and address and full liabilities, with proof   |                          |                 |
| 8           | If Partnership, name and address and full liabilities of all partners  |                          |                 |
| 9           | If company, name and address of Managing Director, Director (s) and full liabilities, with proof   |                          |                 |
| 10          | Income tax registration No/ PAN/ TAN   |                          |                 |
| 11          | Annual turnover (prime bidder) for last three FY (13-14,14-15& 15-16) (Attach attested annual reports)   |                          |                 |
| 12          | The bidders should possess positive net worth (attach attested copy of balance sheets by CA certificate for FY 13-14,14-15 & 15-16)                                      |                          |                 |
| 13          | Copy of GST/ Sales Tax/ Commercial Tax, VAT, Service Tax registration no   |                          |                 |
| 14          | Attested copy of latest Sales tax/ service tax return  |                          |                 |
| 16          | Details of the single Point of Contact (SPoC) of the bidder (Lead bidder in case of consortium)  |                          |                 |
| 17          | Detailed responsibility of bidder (all bidders, if in consortia) with clearly defined roles and accountability   |                          |                 |
| 18          | Details of Quality certifications of the bidder (each bidder, if in consortia) with validity period. The certificates should be valid on the date of the bid submission. |                          |                 |
| 19          | Any other relevant information   |                          |                 |

**(B) Format for eligibility criteria compliance**

| S No | Criteria  | Remark | Pg No |
|------|---|--------|-------|
| 1    | <p><b>Consortia:</b></p> <p>(a) Consortia is allowed upto 3 Partners i.e. Lead bidder + 2 partners</p> <p>(b) The members of the consortium shall enter into a Memorandum of Understanding (MoU) for the purpose of submitting the proposal and designate one of the members as the Prime/ lead bidder. The bid shall be submitted by the lead bidder only, who shall also be the majority stakeholder in the consortium</p> <p>(c) MoU / Letter of Association amongst Consortium members must be furnished with the Technical bid along with agreement between Consortium member defining their roles and responsibility for this project only</p> <p>(d) Power of Attorney for Lead Member of Consortium (prime bidder) should be signed by consortium partner(s).</p> |        |       |
| 2    | <p>The Bidder (Prime bidder in case of consortium) should be Service based Company/Firm registered in India and operational in the domain of Education sector for at least last 5 (five) years. Self-attested copies of Incorporation/Registration certificate along with MoA/Byelaws (or similar document) should be furnished as the membe be in documentary proof one of consortiumer sholddomain of education sector for at least last 3 yrs</p>  |        |       |
| 3    | <p>The bidder (prime bidder in case of consortium) should have average minimum annual turnover of Rs. 5crore (Rupees Fivecrore only) in the last 3 financial years AS documentary proof, attested copy of the Audited Balance Sheet to be submitted. The prime bidder also has to provide the CA certificate specifying that the bidder has minimum average Rs1crore of revenue from the business of smart class operations and IT enabled educational solutions.</p>   |        |       |

|   |  |  |  |
|---|--|--|--|
| 4 | The bidder (prime bidder, in case of a consortium) must be company with positive networth in each of the last three preceding financial years. The prime bidder must attach self-attested copies audited accounts or CA certificate as supporting documents. Un-audited accounts will not be considered.   |  |  |
| 5 | The bidder (prime bidder, in case of a consortium) must have a positive net worth of at least Rs. 5crore (Rupees fiveCrore only) as on 31.03.2016. The prime bidder must attach self-attested copies of audited accounts or CA certificate as supporting documents for this purpose.   |  |  |
| 6 | The bidder (or at-least one consortium partner, if in consortia) have successfully implemented anyone of the following in last three financial years involve smart classroom solution supply, installation, integration, support and maintenance (Customer references should be submitted):<br>a. 150 class rooms with 5 Cr value<br>b. Two projects of Rs. 0.6Crores or 100 class rooms or<br>c. Three projects of Rs. 0.4 Crore  |  |  |
| 7 | The bidder (or at least one consortium partner, if in consortia) should have successfully implemented Smartclass content solution covering syllabus of minimum 2 Education boards (CBSE for smart classroom).Customer references should be submitted).   |  |  |
| 8 | The bidder (or at least one consortium partner, if in consortia) have successfully implemented software solution covering syllabus in minimum 2 mediums for smart classroom. Customer references should be submitted.  |  |  |
| 9 | The bidder (or at least one consortium partner, if in consortia) should have successfully implemented complete integrated software solution covering syllabi of standard 1 to 10 (full cover age of Science, Mathematics, Social Studies and English) and Standard 11 & 12 (Mathematics, Physics, Chemistry and Biology) of at least one Board (Rajasthan/CBSE) for smart classrooms and should have full ownership and IPR of software solution. Customer references on their letterheads and self-declaration for IPR and ownership should be submitted. |  |  |

|    |   |  |  |
|----|---|--|--|
| 10 | The bidder (including all members of the consortia) shall not be under a declaration of ineligibility for corrupt or fraudulent practices and should not be black listed by any State Government, Central Government or any other Public Sector undertaking on the date of Bid Submission. An undertaking to this effect should be submitted by the bidder (Lead bidder, in case of consortia) on its letter head.  |  |  |
| 11 | The Bidder (Prime bidder in case consortium) should be authorized by OEM for IT and non- IT equipment (in respect of each product and its services) to quote against this tender. The MAF (Manufacturer's/ OEM Authorization Form) should be submitted by the lead bidder, in case of a consortium  |  |  |
| 12 | The consortium must be a registered under any State's/UT's Commercial Tax Act / VAT / Sales Tax Act or Central Sales Tax Act which must be quoted in the bid. The bidder must have paid all applicable Commercial Tax Act / VAT / Sales Tax Act or Central Sales Tax Act till year 2015-2016. Self-attested documentary proof is to be submitted.   |  |  |
| 13 | The bidder (or at least one consortium partner, if in consortia) must have on its roll at least 5 Domain experts (Education field – Minimum qualification – Post graduation) and 10 technically qualified professionals in the area of Project Management, Electronics Solutions, Software Application development, System Integration and Networking and providing the services as on 30/03/2016, Self-Declaration of HR head of the company clearly mentioning the name of employees, their qualifications and experience should be submitted. Combined total of all the consortia members to meet this requirement will not be acceptable. |  |  |
| 14 | The lead bidder should submit valid letter from the OEMs confirming following:<br>(a) Authorization letter from OEM / Technology partner mentioning the support for 5 years including Spares, Software upgrades, after <b>“Go-live”</b><br>(b) Technology partner letter confirming Products quoted are not end-of-life/ end of sale for a period of 06 months from the date of submission of the bid   |  |  |

|    |   |  |  |
|----|---|--|--|
| 15 | The Lead bidder/ consortium must provide a list of places where such systems have been installed and/or are being maintained by him with their configuration and with the references, Work order or purchase order copies etc. The bidder is required to provide assurance to arrange for a demo at such place in case the tender evaluation committee needs to evaluate the performance of the installation                        |  |  |
| 16 | Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to be done after careful study and examination of the RFP document with full understanding of its implications  |  |  |
| 17 | The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially response to the RFP documents in every respect will be at the bidder's risk and may result in rejection of its proposal and forfeiture of the bid EMD. The decision of the CEO, ASCL, Ajmer in this regard is final and binding on all bidders |  |  |

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**IN The Capacity of:** \_\_\_\_\_

**For and On Behalf of:** \_\_\_\_\_

### Annexure -VI: Technical bid marking system

The Technical Evaluation shall be in the format shown below. The information furnished by the bidders in the technical bid as well as the presentation shall be the basis for this evaluation. In case any of the information is not made available the Committee will assign zero marks to that item.

#### Detailed Marking System

| S.No.    | Criteria  | Maximum Marks (Weightages) | Method of allotting marks for technical score   |
|----------|---|----------------------------|---|
| <b>1</b> | <b>Experience (50 Marks)</b>  |                            |   |
| 1.1      | <b>Financial Capability</b> - Annual Turnover - Lead bidder's average annual turnover for the period FY 2013-14, 2014-2015 and 2015-16. | 10 Marks                   | Bidders with maximum turnover will be awarded 10 marks and other bidders will be allocated marks proportionately. E.g. Bidder with turnover of Rs. 50 Crores will get 10 marks and bidder with turnover of Rs. 20 Crores will get $20/50*10=4$ marks                  |
| 1.2      | Experience of implementing Smartclass Programme in India  | 15 Marks                   | Bidders with maximum experience will be awarded 15 marks and other bidders will be allocated marks proportionately. E.g. Bidder with experience of 10 years will get 15 marks and bidder with experience of 5 years will get $5/10*15=7.5$ marks                      |
| 1.3      | Total no. of smart schools successfully implemented during last one year. Copy of the agreements as a proof has to be attached          | 10 Marks                   | Bidders with maximum schools will be awarded 10 marks and other bidders will be allocated marks proportionately. E.g. Bidder with experience of 1000 schools will get 10 marks and bidder with schools of 500 schools will get $500/1000*10=5$ marks                  |
| 1.4      | Maximum number of classrooms running for the last one year.   | 15 Marks                   | Bidders with maximum classrooms will be awarded 15 marks and other bidders will be allocated marks proportionately. E.g. Bidder with 1000 classrooms will get 15 marks and bidder with 500 classrooms will get $500/1000*15=7.5$ marks                                |
| <b>2</b> | <b>Domain Experience of the Bidder (10 Marks)</b>   |                            |   |
| 2.1      | No. of schools of CBSE supported by the solution proposed. Documentary proofs with customer references should be submitted              | 10 Marks                   | Bidders with maximum number of schools of CBSE will be awarded 10 marks and other bidders will be allocated marks proportionately. E.g. Bidder with 50 schools of CBSE will get 10 marks and bidder with experience of 20 schools of CBSE will get $20/50*10=4$ marks |
| <b>3</b> | <b>Content and Technical capabilities of the bidder (40 Marks)</b>  |                            |   |
| 3.1      | Total no. of Interactive modules (eg. Explanation of Physical, Chemistry, Biology practical work in Laboratory, etc.)                   | 10 Marks                   | Bidders with maximum number of Interactive modules will be awarded 10 marks and other bidders will be allocated marks proportionately. E.g. Bidder with 25 Interactive modules will get 10 marks and  |



|     |  |          |   |
|-----|--|----------|---|
|     | successfully implemented during last three year.<br>Copy of the agreements as a proof has to be attached   |          | bidder with 5 Interactive modules will get $5/25*10= 2$ marks   |
| 3.2 | Total duration (in minutes) of Interactive modules (eg. Explanation of Physical, Chemistry, Biology practical work in Laboratory,etc.) successfully implemented during last three year.<br>Copy of the agreements as a proof has to be attached              | 10 Marks | Bidders with maximum duration of Interactive modules will be awarded 10 marks and other bidders will be allocated marks proportionately. E.g. Bidder with 500 minutes of Interactive modules will get 10 marks and bidder with 50 minutes of Interactive modules will get $50/500*10= 1$ marks                            |
|     | Total no. of Interactive modules (eg. Explanation of Physical, Chemistry, Biology practical work in Laboratory,etc.) in Hindi language and successfully implemented during last three year.<br>Copy of the agreements as a proof has to be attached          | 5 Marks  | Bidders with maximum number of Interactive modules in Hindi will be awarded 5 marks and other bidders will be allocated marks proportionately. E.g. Bidder with 10 Interactive modules in Hindi will get 10 marks and bidder with 5 Interactive modules in Hindi will get $5/10*5= 2.5$ marks                             |
|     | Total duration (in minutes) of Interactive modules (eg. Explanation of Physical, Chemistry, Biology practical work in Laboratory,etc.) in Hindi and successfully implemented during last three year.<br>Copy of the agreements as a proof has to be attached | 5 Marks  | Bidders with maximum duration of Interactive modules in Hindi will be awarded 10 marks and other bidders will be allocated marks proportionately. E.g. Bidder with 100 minutes of Interactive modules in Hindi will get 10 marks and bidder with 50 minutes of Interactive modules in Hindi will get $50/100*10= 5$ marks |

**AJMER SMART CITY LIMITED**

**FINANCIAL BID**

**SCHEDULE OF QUANTITIES**

**Name of work: Development of Smart Class Rooms in various locations in Ajmer.**

| <b>S. No.</b> | <b>Description</b>  | <b>Qty.</b> | <b>Unit</b>           | <b>Rate (in Rs.)</b> | <b>Amount (In Rs.)</b> |
|---------------|---|-------------|-----------------------|----------------------|------------------------|
| 1             | <p>Supply and fixing of equipment</p> <ul style="list-style-type: none"> <li>- Audiovisual</li> <li>- Computers &amp; Peripherals</li> </ul> <p>a) Speaker &amp; Push Data<br/> b) High Resolution Camera<br/> c) Supports card readers and WI-FI/GPRS compatible<br/> d) Supports 3<sup>rd</sup> party Payroll/HRMS/ERP</p> <p>Multimedia content</p> <p>Installation and Training (including follow up trainings during the contract period of 3 years)<br/> Maintenance and updating of content (during contract period of 3 years<br/> Defect liability Period shall be three years including three years O&amp;M) of the smart class room system including 1 supervisor MBA/Graduate with 5 yrs relevant experience. and School Coordinator Graduate with 3 yrs relevant experience. on each 10 Schools for complaints as per detail in bid documents.</p> | 43<br>Nos   | Each<br>class<br>room |                      |                        |

## **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 or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or otherwise influence the procurement process ;
- b. Not misrepresent or omit that 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 behaviour 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 party 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.

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 palpable laws and regulations.

i A Bidder may be considered to be in conflict of interest with one or more parties in a 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.

Signature of Tenderer

With seal

## Annexure B : Declaration by the Bidder regarding Qualifications

### Declaration by the Bidder

In relation to my/our Bid submitted to ----- for procurement of -----  
 ----- in response to their Notice inviting Bids No. ----- Dated -----  
 -----I/we hereby declare under section 7 of Rajasthan Transparency in public procuring 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 receiver shop, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have , and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition:

|        |                     |
|--------|---------------------|
| Date:  | signature of bidder |
| Place: | Name                |
|        | Designation:        |
|        | Address:            |

Signature of Tenderer  
With seal

## Annexure C : Grievance Redressal during Procurement Process

The designation and address of First Appellate Authority is -----

The designation and address of second Appellate Authority is -----

### 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 grounds 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 may be filed only by a Bidder whose Technical Bid is found to be acceptable.

2. The officer whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of 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 (3) 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 shall lie against any decision of the procuring Entity relating to the following matters, namely:-

- a) Determination of need of procurement;
- b) Provisions 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.

### 5. Form of Appeal

- a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

Signature of Tenderer  
With seal

- c) Every appeal may be presented to first Appellate Authority or second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
6. Fee for filing appeal
- a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non –refundable.
  - b) The fee shall be paid in the form of bank demand draft or banker’s cheque of a scheduled Bank 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 may be upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
  - b) On the date fixed for hearing , the First Appellate Authority or second Appellate Authority, as the case may be, shall –
    - I. Hear all the parties to appeal present before him; and
    - II. Peruse or inspect documents, relevant records or copies thereof relating to the matter.
  - c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
  - d) The order passed under sub-clause (c) above shall also be placed on the state public procurement portal.

Signature of Tenderer  
With seal

**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  
statement of a decision, action or omission  
of the procuring Entity in contravention to the provisions  
of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented

By a representative, the name and postal  
address Of the representative :

5. Number of affidavits and documents enclosed with the appeal :

6. Grounds of ----- appeal ; -----

-----  
-----  
----- (supported by an  
affidavit )

7. Prayer :

-----  
-----

Place -----

Date -----

Appellant's signature

Signature of Tenderer  
With seal

## **Annexure D : Additional Conditions of contract**

### **1. Correction of arithmetical 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 shall prevail and the total price shall be corrected, unless in the opinion of procuring Entity 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 :
- II. 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 :
- III. 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 (i) and (ii) above.

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

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

- I. At the time of award of contract, the quantity of Goods, works or services 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 prices. Or other terms and conditions of the Bid and the conditions of contract.
- II. If the procuring Entity does not procure any subject matter of procurement or procures 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.
- III. 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 shall not be more than 25 % 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 shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

Signature of Tenderer  
With seal



**UNDERTAKING BY THE APPLICANT**

I, Shri \_\_\_\_\_

\_\_\_\_\_ S/o \_\_\_\_\_

\_\_\_\_\_ hereby solemnly agree to abide by the Terms & conditions mentioned in the tender document. Any break of the Clause/Clauses will render my contract null and void. I have understood completely about this tender document and the terms and conditions therein. I agree to cleaning & sanitation services of hospital building no. .... On the rates mentioned in the tender rate list annexed with. I have also understood that I have to maintain the equipments, sufficient No. of labours, with cleaning & sanitation quality service and also as mentioned with the tender.

Signature of the Contractor

Name of the Contractor \_\_\_\_\_

Witness No.  
1 (Name and full address)

Witness No.  
2 (Name and full address)

(Full Signature of the Contractor with seal of the Agency)

**S.R. Form 16****CONDITION OF TENDER AND CONTRACT FOR OPEN/GLOBAL TENDER**

**Note :** Tenders should read these conditions carefully and comply strictly while sending their tenders .

1. Tenders must be enclosed in a properly sealed envelop, according to the directions given in the tender notice.
2. "Tender by manufacturers/authorized dealers": tenders shall be given only by manufacturers or by authorized dealers in the goods. they shall therefore, furnish a declaration the SR FORM 11[Performa enclosed in page NO. 1]
3. i) Any change in the constitution of the firm etc., shall be notified forth with by the contractor in writing to the purchase officer and such change shall not relieve any former member of the firm etc. From any liability under the contract.  
ii) No new partner/partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the purchase officer a written agreement to this effect. The contractor receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of the and will be sufficient discharge for any of the purpose of the contract.
4. Sales Tax Registration and Clearance Certificate: No dealer who is not registered under the Sales Tax Act/VAT prevalent in the State where his business is located shall tender. The Sales Tax Registration/VAT Number should be quoted and a Sales Tax Clearance certificate from the Commercial Taxes Officer of the circle concerned shall be submitted without which the tender is liable to rejection.
5. Tender form shall be filled in ink or typed. No tender filled in pencil shall be considered the renderers shall sign the tender form on each page and at the end in token of acceptance of all the terms and conditions of the tender.
6. Rate shall be written both in words and figures. There should not be error and/or over writings. Corrections if any, should be made clearly and initial with dates. The rated should mention element of the Rajasthan State Sales Tax and Central Sales Tax separately.
7. a) All rates quoted must be for Office of the Member Secretary, Rajasthan Medicare Relief Society, J.L.N. Hospital, Ajmer and should include all incidental charges except central/Rajasthan Sales Tax/ Service Tax which should be shown separately. In case of local supplies the rates should include all taxes etc. and no cartage or transportation charges will be paid by the society and the delivery of the goods shall be given at the premises of purchase officer. The rates therefore should be exclusive of local tax. In case goods to be purchased are for the purpose of resale or use as manufacture of any goods for sale, the rates shall be inclusive of local tax. In the former case, a certificate in the prescribed form will be furnished along with supply order.  
b) The necessary certificates from Drug Controller in case of tender of Drugs & Medicine should be enclosed with tender.
8. (i) Comparison of Rates : In comparing the rates tendered by firms outside Rajasthan and those in Rajasthan but not entitled to price preference under the Rules, the elements of Rajasthan Sates Tax shall be excluded whereas that of Central Sales Tax shall be included.  
(ii) While comparing the rates in respect of firms within Rajasthan, the element of Rajasthan. – Sales Tax shall be included.
9. **Price Preference :-** Price preference/preference will be given to the goods produced or manufactured by industries of Rajasthan over goods produced or manufactured by Industries out side Rajasthan as per Purchase of Stores (Preference to industries of Rajasthan Rule 1995)
10. **Validity:-** Tender shall be valid for a period of Three months from the date of opening of tenders.
11. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size make and drawings etc. of the goods to be supplied. If he has any doubts as to the meaning of and portion of these conditions of the specification, drawing etc. he shall, before signing the contract refer the same to the purchase officer and get clarifications.
12. The contractor shall not assign or sun-let his contract or any substantial part thereof to any other agency.

### **SPECIFICATIONS**

13. (i) All articles supplied shall strictly conform to the specification, trademarks laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should confirm strictly to those specifications and should bear such marks.
- (ii) The supply of articles shall in addition, conform strictly to the approved samples and in case of other material where there are no standard of approved samples, the supplies shall be of the very best quality and, description, the decision of the purchase officer/purchase committee what so ever the articles supplied conform to the specification and are in accordance with the samples if any, shall be final and binding on the tenderers.
- (iii) **Warranty /Guarantee Clause :** The tenderer would give guarantee that the goods/stores/articles would continue to confirm to the description and quality as specified for a period of ..... days/ month from the date of delivery of the said goods/Stores articles to be purchased and that not with standing the fact that the purchaser may have inspected and/or approved the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the purchase officer in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods/ stores/articles or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection goods/articles/ stores will be at the seller's risk and all the provisions relating to rejection of goods etc. shall apply. The tenderer shall if so called upon to do, replace the goods, etc. or such portion thereof as is rejection by the purchase officer otherwise tenderer shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the purchase officer in that behalf under this contract or otherwise.
- (iv) In case of Machinery and equipment also, guarantee will be given as mentioned in clause (iii) above and the tenderer shall during the guarantee period replace the parts if any defect, if found during the above period so as to make machinery and equipment's operative. The tenderer shall also replace machinery and equipment in case it is found defective which cannot be put to operation due to any defect etc.
- (v) In case of Machinery and equipment specified by the purchase officer the tenderer shall be responsible for carrying out annual maintenance and repairs on the terms and condition as led down be agreed. The tenderer shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipment whether under their annual maintenance and repair rate contract or otherwise. In case of change of model he will give sufficient notice to the purchase officer who may like to purchase spare parts from them to maintain the machinery and equipment in perfect condition.
- 14. Inspection**
- (a) The purchase office or his duly authorized representative shall at all reasonable time have access to the suppliers premises and shall have the power at the reasonable time to inspect and examine the materials and workmanship of the goods/equipment/machineries during manufacturing process or afterwards as may be decided.
- (b)The tenderer shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those deals who have newly entered in business, a letter of introduction from their bankers will be necessary.
15. **Samples:** Tenders for articles marked within the schedule shall be accompanied by two set of samples of the articles tendered properly packed. Such Samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train, etc., should be dispatched freight paid and the R.R. or G.R. should be sent under a separate registered cover. Samples for catering/food items should be given in a plastic box or in polythene begs at the cost of the tenderer. The tenders may not be considered without Samples.
16. Each sample shall be marked suitably either by written on the sample or on a slip or durable paper securely fastened to the sample, the name of the tenderer and serial number of the item of which it is a sample in the

schedule.

17. Approved samples would be retained free of cost up to the period of six months after the expiry of the contract. The society shall not be responsible for any damage wear and tear or loss during testing examination.  
The sample shall be collected by the tenderer on the expiry of stipulated period. The society shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by the society and no claim for their cost, etc. shall be entertained.
18. Samples not approved shall be collected by the unsuccessful tenderer. The society will not be responsible for any damage, wear and tear, or loss during testing, examination, etc. during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc. shall be entertained.
19. Supplies when received shall be subject to inspection to ensure whether they confirm to the specifications or with the approved samples. Where necessary one prescribed or practical tests shall be carried out in Society Laboratories, reputed. Testing house like Sri Ram Testing House, New Delhi and the like and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such tests.
20. **Drawl of samples** : In case of tests, samples shall be drawn in four sets in the presence of tenderer or his authorized representative and properly sealed in their presence. One such set shall be given to them, one or two will be sent to the laboratories and / or testing house and the third or fourth will be retained in the office for reference and record.
21. **Testing Charges** : Testing charges shall be borne by the society. In case urgent testing so desired to be arranged by the tenderer or in case of test results showing that supplies are not up to the prescribed standards or specification, the testing charges shall be payable by the tenderer.
22. **Rejection** :
  - (i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time fixed by the purchase officer.
  - (ii) If, however, due to urgencies of society work, such replacement either in whole or the part is not considered feasible, the purchase officer after giving an opportunity to the tenderer of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
23. The rejected articles shall be removed by the tenderer within 3 days of intimation of rejection, after which purchase officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the tenderer's risk and on his account.
24. The tenderer shall be responsible for the proper packing so as to avoid damage under normal conditions of transport, by sea rail road or air and delivery of the material in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage to the tenderer shall be liable to make good such loss and shortage found at the checking/ inspection of the materials by the consignee, No extra cost on such account shall be admissible.
25. The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the tenderer of being heard and recording of the reasons for repudiation.
26. Direct or indirect canvassing on the part of the tenderer or his representative will be disqualification.
27. **Delivery Period** :
  - (i) The tenderer whose tender is accepted shall arrange supplies within a **period of 30 days but as per condition of patient, supply period may be reduce.**
  - (ii) **Extent of quantity – Repeat order** : If the order are placed in excess of the quantities shown in the tender notice, the tenderer shall be bound to meet the required supply. Repeat order may also be placed on the rate and conditions given in the tender provided that the repeat orders are up to 50% of the quantity originally purchased and the period is not more one month from the date of expiry of last supply, If the tenderer fails to do so, the purchase officer shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the tenderer.
  - (iii) If the purchase officer does not purchase any of the tendered articles or purchase less than the quantity indicated in the tender form, he tenderer shall not be entitled to claim any compensation.

**28. Earnest Money :**

Tender shall be accompanied by an earnest money without which tenders will not be considered. The should be deposited in either of the following forms in favour of Member Secretary, Rajasthan medical Relief Society, J.L.N. Hospital Ajmer.

- (a) Bank Draft/Bankers Cheques of the scheduled Bank/F.D.R. N.S.C. duly pledged to member secretary.
- (b) Refund of earnest money: The earnest money of unsuccessful tenderer shall be refunded soon after final acceptance of tender.
- (c) Exemptions from earnest money: Firms such are registered with Director of Industries, Rajasthan need not furnish the amount of earnest money in respect of items of which they are registered as such, subject to their furnishing registration certificate in original or Photostat copy or a copy there of duly attested by any Gazetted Officer along with a competence certificate from the Director of Industries Rajasthan at the rate ½% of the estimated value of the under shown in NIT.
- (d) The Central Society and Society of Rajasthan undertakings need not furnish any amount of earnest money.
- (e) The earnest money/security deposit lying with the Department /Office in respect of other tenders awaiting approval of rejected or on account of contract being completed will not be adjusted towards earnest money/security money for the fresh tender. The earnest money may however, be taken into consideration in case tenders are re-invited.

**29. Forfeiture of Earnest Money :** The earnest money will be forfeited in the following cases.

- (i) When tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender.
- (ii) When tenderer does not execute the agreement, if any, prescribed within the specified time.
- (iii) When the tenderer does not deposit the security money after the supply order is given.
- (iv) When he fails to commence the supply of the items as per supply order within the time prescribed.

**30. 1) Agreement and Security Deposit :**

- i) Successful tenderer will have to execute an agreement within a period 7 days or receipt of order and deposit security equal to 5% of the value of the stocks for which tenderer are accepted within 15 days from the date of dispatch of which the acceptance of the tender is communicated to him.
- ii) The earnest money deposited at the time of tender will be adjusted towards security amount. The security amount shall in no case be less than earnest money.
- iii) No interest will be paid by department on the security money.
- iv) The forms of security money shall be as below : -
  - a) Case/Bank Draft/Bankers Cheque / Bank F.D.R. duly pledged.
  - b) Post – Office Saving Bank Pass Book duly pledged.
  - c) National Saving Certificate, Defence Savings Certificates or any other script, investment under National Savings Scheme for promotion of small savings, if the same can be pledged. These Certificates shall be accepted at surrender value.
- 2) Firms registered with the Director of industries, Rajasthan in respect of stores for which they are registered subject to their furnishing the registration and prescribed competence certificate in original from the director of Industries or a Photostat copy or copy thereof duly attested by any Gazetted Officer will be partially exempted from earnest money and shall be security deposit at the rate of 1% of the estimated value of tender.

**3) Forfeiture of security Deposit:** Security amount in full or part may be forfeited in the following cases.

- a) When any terms and condition of the contract is breached.
- b) When the tender fails to make complete supply satisfactorily.
- c) Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of

the purchase Officer in this regard shall be final.

- 4) The expenses of completing and stamping the agreement shall be paid by the tenderer and the department shall be furnished free of charge with one executed stamped counter part of the agreement.
  - i) All goods must be sent freight paid through Railways or goods transport if goods are sent freight to pay, the freight together with department charges 5% of the freight will be recovered from the supplier's bill.
  - ii) R.R. should be sent under registered cover/through Bank only.
  - iii) In case supply is desired to be sent by the Purchase Officer by passenger train, the entire railway freight will be borne by the Department.
  - iv) Remittance charges on payment made shall be borne by the tenderer.

### **31. Insurance**

- i) The goods will be delivered at the destination godown in perfect condition. The supplier, if he so desires, may insure the value goods against loss by theft, destruction or damage by fire, flood, under exposure to whether or otherwise viz., (war rebellion riot etc.). The insurance charges will be borne by the supplier and society will not be required to pay such charges, if incurred.

### **32. Payment**

- i) Advance payment will not be made except in rare and special cases, In case of advance payment being made. it will be against proof of dispatch and to the extent as prescribed in financial powers by rail and prior inspection, if any. The balance if any will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection not given to the tenderer.
  - ii) Unless otherwise agreed between the parties payment for delivery of the stores will be made on submission of bill in proper form by the tenderer to the purchase officer in accordance with GF & AR All remittance charges will be borne by the tenderer.
  - iii) In case of disputed items, appropriate of the amount shall be withheld and will be paid on settlement of the dispute.
  - iv) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
33. i) The time specified for delivery in the tender form shall be deemed to be the essential of the contract and the successful tenderer shall arrange supplies within the period on receipt of the firm order from the purchase Officer.
- ii) **Liquidated damage:** In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentage of value of stores which the tender has failed to supply.
    - (a) Delay up to one fourth period of the prescribed delivery period 2.50 %
    - (b) Delay exceeding one fourth but not exceeding half of prescribed period 5.00 %
    - (c) Delay exceeding half but not exceeding three fourth of the prescribed period.7.50 %
    - (d) Delay exceeding three fourth of the prescribed period 10.00 %
- 2) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
  - 3) The maximum amount of liquidated charges shall be 10%
  - 4) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance he shall apply in writing to the authority who has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
  - 5) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrance beyond the control of the tenderer.
34. **Recoveries :** Recoveries of liquidated, short supply, breakage, rejected articles shall ordinarily be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement but the supplies along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

35. Tenderer must make their own arrangement to obtain import license, if necessary.
36. If a tenderer imposes condition which are in addition to or in conflict with the conditions mentioned herein his tender is liable to summarily rejection. In any case none of such condition will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the Purchase Officer.
37. The Purchase Officer reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which tenderer has given or distribute items of stores to more than one firm/suppliers.
38. The tender shall furnish the following documents at the time of execution of agreement.
  - i) Attested copy of partnership deed case of partnership firms.
  - ii) Registration Number and year of registration in case partnership firm is registered with Register of Firms.
  - iii) Address of residence and office, telephone number in case of sole proprietorship.
  - iv) Registration issued by the Register of companies in case of a company.
39. For the supply of foreign items, the rates must be quoted in Indian currency.
40. The rare must be quoted including all accessories required or installation of equipment.
41. In case the items are free form custom duty, the tenderer should mention clause under which the items are free from custom duty. The proof of this should be attached.
42. The imported item in readily stock with the Indian Agent could be purchased in Indian Currency provided the certificate produced by the Indian agent to this effect that the cost quoted by them does not include customs duty in competitive.
43. Complete literature along with the catalogue and technical data must ne enclosed whit the tender to facilitate the technical expert in selection of items.
44. Performance report of the equipment by the institution whether it is already in use any where is to be attached with the tender form, if it is not practicable the supplier should enclose a list of institution where equipment have been supplied.
45. The approved supplier shall be liable to install and demonstrate the articles in this institution successfully, satisfactory within 30 days from the dispatch of the letter otherwise penalty will be imposed as per 35 (ii) The pre-requisite for installation, if any required the tenderer should submit the details of the same along with tender invariably.
46. The circuit diagram & Manual of the equipment will have to be provided along with the supply invariable by the supplier.
47. The tenderer should also submit a list of recommended spare consumables etc. for five years use along with the price for the regular working of equipment.
48. The tenderer will undertake the warranty of after sale service and availability of spare parts for the period of 3 years and services after 5 years and more along with availability of spare parts.
49. The tenderer will establish service engineering branch at nearby place to provide service in the case of failure of the unit within 24 hours on receipt of the information from competent authority.
50. Firm should submit warranty for minimum period of three years with spares pars and onwards comprehensive annual maintenance contract for five years @ 4% of FOB value for first year with 5% increase in subsequent year.
51. During the warranty and CMC period the fault will be attended within a period of 48 hours otherwise a penalty of Rs. 200/- per day will have to be paid.
52. Notwithstanding anything contained herein above the undersigned reserves the right to alter, waiver of modify any of the above conditions in any particular specific case for special reasons in accordance with the special circumstances/condition of the case mutually or otherwise in the public interest or service.
53. If any dispute arise out of the contract with regard to the interpretation, meaning and breach of die terms of the contract the matter shall be referred to by the parties to the Head of the Department (Member Secretary, J.L.N. Hospital Ajmer.) who will appoint his officer as the sole arbitrator of the dispute who will not be related to this

contract and whose decision shall be final.

54. All legal proceedings, if necessary, arise to institute may be any of the parties (Society or Contractor) shall have to be lodged in courts situated in Ajmer and not elsewhere along with the price for the regular working of equipment.
55. Fall clause the prices charged for the stores supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the stores or offers the shall the stores of identical description to any person/organization including the purchaser or any department of the Central Govt,/ or any Dept. of State Govt. or any statutory under taking of the central or state Govt. as the case may be during the period till performance of all supply orders placed during the currency of the rate contract is completed.
- If at any time during the said period the contractor reduces the sale price, sells or offers to sell such stores to any organization including the purchase or any Dept. of Central Govt. or any Dept. of State Govt. or any statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price changeable under the contract he shall forth with notify such reduction or sale or offer to sale to the Member Secretary, Rajasthan Medical Relief Society, J.L.N Hospital Ajmer and the price payable under the contract for stores supplied after the date or coming into force of such reduction or sale or offer to sale shall stand correspondingly reduced.
- The contractor shall furnish the following certificate along with the bill for payment of supplies made against the rate contract.
- “I/we” certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Govt. under the contract here in and such stores have not been offered/ sold by me /us to any organization including the purchaser or nay dept. of State Govt. or any statutory undertaking of the Central Govt. or state Govt. as the case may be up to the date of bill/ the date of completion of supplies against all supply orders placed during the currency of the contract at prices lower than the price charged of under the contract.
56. When the Supplier is unable to complete the supply within the prescribed of Extended period, the purchasing officer shall be entitled to purchase from other sources. The recovery of such loss or damage shall be made from the original supplier. The purchase officer will be at liberty to initiate action to purchase the items at the supplier’s risk and cost.
57. Legal proceeding if any arising out of the tender shall have to be lodged in Court Jurisdiction of Ajmer.
58. Purchase officer means member secretary or any person authorized by member secretary.