



Municipal Corporation Greater Jaipur

(Pt. Deendayal Upadhyay Bhawan Lalkothi, Tonk Road , Jaipur-15)

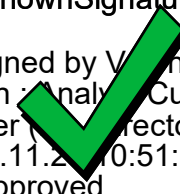
Request for Proposal- Invitation to Supply,
Installation & Maintenance of Biometric Face and
Fingerprint identification devices for Daily
Attendance of Employees.

Municipal Corporation Greater
Jaipur
Pt. Deendayal Upadhyay Bhawan
Lalkothi, Tonk Road, Jaipur-15

21 Nov. 2024

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Digitally signed by V. Vinay Kumar
Designation : Analyst Cum
Programmer (Director)
Date: 2024.11.21 10:51:52 IST
Reason: Approved





Municipal Corporation Greater Jaipur

(Pt. Deendayal Upadhyay Bhawan Lalkothi, Tonk Road , Jaipur-15)

Invitation for Bids

Notice Inviting Request for Proposal (RFP)

NIB NO. -05 / 2024-25

Invitation to Supply, Installation & Maintenance of Biometric Face and Fingerprint identification devices for Daily Attendance of Employees of Nagar Nigam Greater Jaipur (Rajasthan)

- The Commissioner, Nagar Nigam Greater jaipur invites online bids from eligible and experienced firm/ companies for the above referred project on turnkey basis.

Sr. No.	Contract Package No.	Name of the project	Project Cost (Rs.)	Bid Security Amt. (Rs.)
1.	Biometric Attendance	As referred above	1,32,00,000/-	Rs 2,64,000/-

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[A] Important Dates:

#	Particulars	Timeline
1	RFP Download Start Date	21/11/2024 (02:00PM)
2	RFP Coordinator Name, Contact details	1. Mr. Vaibhav Kumar, Analyst Cum Programmer (Dy. Director IT) 2. Contact No. - 6377142055 3. Email: itcellgreaterjaipur@rajasthan.gov.in 4. Postal Address: Analyst Cum Programmer (IT Cell), Municipal Corporation Greater Jaipur, Pt. Deendayal Upadhyay Bhawan Lalkothi, Tonk Road , Jaipur-15
3	Pre-bid Meeting details	<ul style="list-style-type: none">Pre bid meeting will be held in Meeting Hall (Pt. Deendayal Upadhyay sabhagar bhawan) at Nagar Nigam greater Jaipur office.Bidder to attend through a maximum of -2- representative's of whom names, contact numbers, designations and e-mail IDs are to be provided to Nagar Nigam's official authority along with pre-bid queries.Pre Bid meeting Date & Time : 25/11/2024 at 12:00 PM
4	Bid Submission Start Date	27/11/2024 (11:00 AM)
4	Bid Submission End Date & Time	17/12/2024 (12:00 PM)
5	Eligibility Cum Technical Bid Opening Date	17/12/2024 (04:00 PM)
6	Financial Bid	The Financial bids of only those Bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the Financial bid would be communicated separately to the technically eligible Bidders.
7	Tender Fee/Application Fee	Rs. 2000/- (Rupees Two Thousand only)
8	RISL Fee	Rs. 2000/- (Rupees Two Thousand only)

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9	Bid Security (Earnest Money Deposit)	2,64,000/- (Two lac sixty four thousand rupees only) to be paid online on https://jaipurmc.org and details to be uploaded on e-proc portal.
11	Mode of bid submission & online portal's URL	Mode: Online URL: eproc.rajasthan.gov.in ; sPPP.rajasthan.gov.in; www.jaipurmc.org

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Nigam/NNGJ means 'Nagar Nigam Greater Jaipur'
2. Recipient, Respondent, Bidder, means the respondent to the RFP document
3. RFP means the Request For Proposal document
4. Proposal, Bid means "Response to the RFP Document"
5. Tender means RFP response documents prepared by the bidder and submitted to Nagar Nigam Greater Jaipur. Support means Support & Services to be provided as part of the Scope of Work
6. MSP means Managed Service Provider of the Nigam for Data Center
7. ATP means Acceptance Test Procedure
8. AMC means Annual Maintenance Contract.
9. OSD Means Original Software Developer and OEM means Original Equipment manufacturer.
10. OTC Means One Time Cost.

Please note:

- I. Any bidder from India will be eligible to bid in this tender only if the bidder is registered with the Govt Of India **or with the State government.**
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

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- III. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- IV. The successful bidder shall not be allowed to sub-contract works to any other contractor.

Confidentiality:

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Nagar Nigam Greater Jaipur expects the bidders or any person acting on behalf of the bidders strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Nigam In the event that such a circumstance is brought to the notice of the Nigam. By downloading the document, the interested party is subject to confidentiality clauses.

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1. Introduction

1.1 Introduction

NAGAR NIGAM GREATER, JAIPUR a local body, having its Office at Pandit Deendayal Uppadhyay Bhawan, Tonk Rd, Lalkothi, Jaipur, Rajasthan 302015 (hereinafter referred to as the “Nagar Nigam Greater Jaipur ”) which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns, intends to issue this RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as ‘Bidders’, to participate in the competitive bidding for “Invitation for Supply, Installation & Maintenance of Biometric Face and Finger identification devices for Daily Attendance of Employees of Nagar Nigam Greater Jaipur”.

1.2 Project overview

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Nagar Nigam Greater Jaipur (“Nigam”) to select a Bidder for Supply, Installation & Maintenance of Biometric Face and Fingerprint identification devices for Daily attendance of Employees.

Nigam, for this purpose, invites proposal from Bidders who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under [Annexure 02](#) and are also in a position to comply with the technical requirement as mentioned in [Annexure 08](#). Apart from the above the bidder must also agree to all our terms & conditions mentioned under this RFP.

The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Nigam and any successful Bidder as identified by the Nigam, after completion of the selection process as detailed in this document.

1.3 Project Scope

Nigam have requirement of Biometric Finger Print and Face Identification Devices. In this regards Nigam desire to invite bids for Supply, Installation & Maintenance of Biometric Face and Finger identification devices for Daily attendance of Employees. Nigam will award the contract to the successful bidder and the bidder should deliver the service as per requirements and Technical Specifications mentioned as per [Annexure 08](#) and [Annexure 09](#).

Technical Proposal Attention Items

- a) This RFP is not a contract offer. Receipt of a proposal neither commits Nigam to award a contract to any bidder, nor limits Nigam’s right to negotiate with bidders, suppliers or contractors in Nigam’s best interest. Nigam reserves the right to contract with any bidder, supplier or contractor at its own discretion.

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- b) Nigam reserves the right to request additional information necessary and pertinent to the project so as to assure the bidder's ability and qualification to perform the contract.
- c) Failure to answer any questions within stipulated timeline at any stage of this RFP may be considered non-responsive and the proposal may be disqualified.
- d) For any ambiguity, omissions or unclear content in the RFP the bidders should request Nigam to clarify along with pre-bid queries within the time line mentioned in the "[\[A\] Important Dates](#)".
- e) For all technical details and relevant standards and specifications of this RFP that may not be stated in detail; bidders should ensure and provide quality and industrial standard products to Nigam.
- f) In case of any difference in the standards between this RFP and the bidders' proposal, the higher standards shall prevail and be applicable.
- g) Expenses incurred in the preparation of proposals in response to this RFP are the sole responsibility of the bidders.
- h) Nigam reserves the right to accept or reject any and all proposals, or any part of any proposal, without penalty. Any allowance for oversight, omission, error, or mistake by the bidder made after receipt of the proposal will be at the sole discretion of Nigam.

1.4 Contract period

The Rate with the selected vendor will be valid for a period of 120 days or till award of contract whichever is earlier. however the contract with bidder will be valid for 4 years (2 year Warranty + 2 year AMC) till the expiry of AMC of the last delivered and finally accepted hardware. The contract will be deemed completed only when all the items and services contracted by the Nigam are provided in good condition, installed, implemented, tested and accepted along with the associated documentation provided to Nigam's employees; as per the requirements of the contract executed between the Nigam and the Vendor. The Nigam will have the right to renegotiate these prices at the end of the contract period.

1.5 Service Levels and Uptime Guarantee

For details, please refer to [Annexure 09](#) that provides the service levels for Supply, Installation & Maintenance of Biometric Face and Finger identification devices.

1.6 Delivery

Biometric device should be delivered and installed within 3 weeks from the date of work order. Vendor will have to pay late delivery charges to Nagar Nigam Greater Jaipur at 1% of the delayed product value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 5% of the delayed product value. If delay exceeds the maximum percentage of 5%, Nagar Nigam Greater Jaipur reserves the right to cancel the entire order.

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Bidder will be responsible for ensuring proper packing, delivery and receipt of the Biometric devices at the site. Sealed packs will be opened in the presence of Analyst Cum Programmer, Nagar Nigam Greater Jaipur or the Nigam's employee appointed by him.

All necessary accessories as part of the Biometric devices should be delivered together with the devices itself.

Any component of Biometric device has not been delivered or if delivered is not operational, will be deemed / treated as non-delivery thereby excluding the Nigam from all payment obligations under the terms of this contract. Partial delivery of products is not acceptable and payment would be released as per terms only after full delivery and installation.

Nigam reserves the right to shift the equipments to new location/s and warranty / AMC / support for the same will continue to be in force at the new location.

Nagar Nigam Greater Jaipur reserves the right, but not any obligation, to undertake a pre-shipment inspection of the complete central system in a factory test environment. For this purpose, Nigam's personnel may have to visit the factory site and the expenditure for the same will be borne by Nigam.

1.7 Transportation and Insurance

All the costs should include cost, insurance and freight (c.i.f). However, the Bidder has the option to use transportation and insurance cover from any eligible source. Insurance cover should be provided by the bidder till the acceptance of the goods by the Nigam. The bidder should also assure that the goods would be replaced with no cost to Nigam in case insurance cover is not provided.

1.8 Installation

Installation of all the Biometric devices including unpacking of cartons / boxes, mounting of the hardware/ equipment's and installation will be the responsibility of Bidder. Bidder will have to install the hardware/ equipment and hand it over to Nigam for acceptance testing within a maximum of 1 week from the date of receipt of the deliverables (3 weeks total in delivery and installation) at our office and Nigam's notification for installation of the Hardware.

Vendor will have to pay late installation charges to Nigam @ 1% of the product cost for the delayed item per day or part thereof subject to maximum of 5%, for delay in installation, if the delay is caused owing to reasons attributable to Vendor.

Nigam reserves the right to shift any Biometric device to new location/s and warranty and AMC will continue to be in force at the new location also.

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1.9 Warranty

The entire Hardware covering all components will remain under onsite, comprehensive maintenance warranty for a period of 02 years. The Product support during warranty period shall be for complete infrastructure setup and accessories supplied. Bidder will have to provide a post-installation warranty as per the terms mentioned below:

- Comprehensive Warranty for 24 Months from the date of installation or 25 months from the date of the delivery whichever is earlier.

Bidder will have to upgrade the Hardware/Software/Cloud server (in case of requirement) during warranty period at no cost to Nigam. Patch updation, security patch updates etc to be done (as and when required) preferably quarterly / half yearly in coordination with the Nigam / MSP team.

In event of any equipment / part is replaced or any defect in respect of any equipment / part is corrected for more than one instance of any quarter during the base warranty period of 2 years, where the period of warranty remained is less than twelve month of the comprehensive warranty, the warranty in respect of the entire hardware equipment for which the equipment / part is replaced / defect is corrected, will be extended for an additional period of twelve months from the date of such replacement/ correction of defects.

In case of significant failures of specific component entire Biometric Finger Print and face Identification Device has to be replaced with new ones in proactive manner. The proactive action has to be taken immediately without affecting the nigam's day to day functioning and in a mutually convenient time. The proactive action plan is required to be submitted well in advance. Bidder is required to ensure that this kind of situation never arises.

The Bidders warrants that the Biometric Finger Print and face Identification Device supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

The Bidder warrants the cloud server and the software created are specifically for this purpose and includes all the latest upgrades and patches and are secured from any external malwares/hacks/viruses.

The Bidder further warrants that all Biometric Finger Print and face Identification Devices supplied or Works carried out under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and /or material is required by the Nigam's specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods or Works in the conditions prevailing in the country.

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Warranty should not become void if the Nigam buys any other supplemental hardware from third party and installs it with/in these machines. However, the warranty will not apply to such hardware items installed.

Warranty should cover the following:

- The equipment should be attended within four hours of receipt of complaint.. In case problems persist, systems should be replaced within 24 hours of receiving complaint and alternate system should be given till machine is repaired. The replaced equipment should be installed by the vendor at no extra cost to the Nigam, so that normal job of the Nigam may not get hampered.
- Warranty would cover updates/maintenance patches/bug fixes (available from the original equipment manufacturer) for system software & firmware patches/bug fixes, if any, for hardware.
- Providing of all deliverables including warranty services etc. under this contract shall be the sole responsibility of the vendor. Nigam will not be responsible for any delays/violations from third party OEMs.

1.10 Annual Maintenance Contract and Annual Technical Support

Bidders must quote for comprehensive on-site AMC, which shall include labour and cost of the material, strictly as per [SLA terms](#), for a period of 2 (two) years after the expiry of 2 years' warranty period as mentioned above. The AMC shall be on-site comprehensive and shall not require the purchaser to procure and store recommended spares at the site during warranty / AMC. Entering into AMC for a lesser number of years (pro-rata charges to apply) shall be at the discretion of Nigam.

The minimum AMC (after the warranty period) to be quoted by the vendor in the Financial proposal is 4% per annum on the base price of Hardware. The Comprehensive on-site AMC must be quoted by all the bidders for the subsequent 2 years' period over and above the warranty period. Price Bids without AMC shall be summarily rejected. **AMC rates must be quoted as per the price bid format enclosed. No other format shall be accepted.**

In case of software, Operating System, Equipment Firmware and Equipment OS, during installation, integration, acceptance testing, warranty period, extended warranty period and AMC, all updates and upgrades shall be supplied and installed free of cost on pre-paid freight basis. The support shall have to be mandatorily on-site.

However, in exceptional cases remote support from OEMs'/bidders' software/service centers, through phone/Email/Fax, etc shall also be required and is a must. The time limit within which such calls shall be attended to shall be only based on the **SLAs mentioned in this RFP.**

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1.11 Affixing Asset Tags on the Equipment's:

It will be the responsibility of Vendor to affix the Asset tags on each Device being supplied to Nigam and also share the details with the Nigam team. The Asset Tags so printed by Vendor must have the company's logo of Vendor along with other details like call logging no., mail id etc. The asset tag details for the Hardware component would be mutually decided by the Nigam and Vendor Complete asset inventory (under the scope of this RFP) including replacement of Hardware component on account of failure is the responsibility of Vendor.

1.12 Payment Terms

Analyst Cum Programmer, IT CELL, NNGJ will place the orders and delivery will be at our HQ / Zonal offices across the Jaipur district as per the orders placed. The successful vendor shall make necessary arrangements for processing the purchase orders, including Road Permit if any & etc.

The bidder must accept the payment terms proposed by the Nigam. The Financial bid submitted by the bidders must be in conformity with the payment terms proposed by the Nigam. Any deviation from the proposed payment terms would not be accepted. The Nigam shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Nigam. If any of the items / activities as mentioned in the price bid is not taken up by the Nigam during the course of the assignment, the Nigam will not pay the cost of such items and professional fees quoted by the bidder in the price bid against such activity / item.

The method and conditions of payments to be made to the successful bidder shall be:

A. Delivery and installation of Hardware Components

1. 85% of the total cost of hardware/SW on delivery and installation of Biometric devices with other mentioned hardware products plus GST. (wherever applicable) at actuals. The required documents to be provided along with original invoice:
 - a) Original delivery Challans duly stamped and signed by the Project Managers of the successful bidder and Analyst cum programmer of Nagar Nigam Greater Jaipur..
 - b) In case of softwares, original License copies (if any).
2. Balance amount of 15% of total cost of hardware and software after 180 days of successful installation of the Biometric devices / software will be released against bank guarantee in the format as specified in Annexure 15 Bank Guarantee for early release of retention money by a scheduled commercial bank valid for an equal amount(i.e. 15% of total cost of hardware and software) which will be valid for the period of warranty period plus 3 months.

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B. AMC - AMC payments will be divided into eight equal installments for two years and paid quarterly at the end of each quarter, on actuals. The payment will be on production of original invoice against receipt of satisfactory support report of previous quarter from Analyst cum programmer. All the above documents to be duly signed by the authorized service delivery head of the bidder.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Nigam and the bidder. Payment process will be initiated by IT Cell Nagar Nigam Greater Jaipur as per above payment terms on submission of relevant documents.

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2. Evaluation process

The competitive bids shall be submitted in two stages:

Stage 1 – Eligibility Cum Technical Bid

Stage 2 – Financial Bid

During evaluation of the Tenders, the Nigam, at its discretion, may ask the Vendor for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. Nigam reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Nigam shall be final and binding on all the vendors to this document and nigam will not entertain any correspondence in this regard.

2.1 Eligibility cum Technical Bid Evaluation

Eligibility criterion for the Vendor to qualify this stage is clearly mentioned in [Annexure 02](#) – Eligibility Criterion Compliance to this document. The vendor would need to provide supporting documents as part of the eligibility proof.

The technical bids of only those vendors who qualify in the eligibility criteria will be evaluated. The Technical Proposal will be evaluated for technical suitability Annexure in RFP. Vendor needs to provide compliance on the technical requirement as given Annexure in RFP.

The technical bids of only those bidders who qualify the above mentioned eligibility criteria will be evaluated. The Technical Proposal will be evaluated for technical suitability given Specification for all Hardware/SW Items.

The bidder must fulfill all the eligibility criterion & technical suitability technical evaluation in order to qualify for the Financial bid. Financial bids of only the successful technical qualifiers will be opened for evaluation

2.2 Financial Bid Evaluation

1. The Financial Bids of technically qualified bidders (i.e. Bidders with eligibility & technical suitability) will be opened on the prescribed date in the presence of bidder representatives.
2. Only fixed price financial bids indicating total prices for all the deliverables and services specified in this bid document will be considered.
3. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
4. Any conditional bid would be rejected.

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5. Financial bids whose value is less than 20% of the average bid price will be disqualified (the average price shall be computed by adding all Financial bid values of the technically qualified bidders' and dividing the same by number of qualified bidders).
6. Errors & Rectification: Arithmetical errors will be rectified as per RTPP Rules applicable.
7. If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
8. In the event that there are 2 or more bidders having the same value in Financial bid, the bidder having bigger turnover than other will be adjudicated as "Best responsive bid" for award of the Project.
9. The bidder with lowest qualifying financial bid (Total of Part A and Part B) will be awarded considered as L1 bid and all others also declared as L2, L3....
10. In case, any bidder at L1, L2, L3, L4..... is unable to work at the discovered rate, the option shall be passed to the next bidder, till one more successful bidder emerges, offering the service at the discovered rate.

The Nigam reserves the right to modify the configuration of Hardware thereof to be ordered.

During evaluation of the Tenders, the Nigam, at its discretion, may ask the Vendor for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted.

The Nigam reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Nigam shall be final and binding on all the vendors to this document and nigam will not entertain any correspondence in this regard.

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3. Terms and conditions

3.1 General Terms

- 3.1.1 Information Provided: The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Nigam in relation to the provision of services. Neither the Nigam nor any of its Employee gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither the Nigam nor any of its Employee has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.
- 3.1.2 For Bidders Only: The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.
- 3.1.3 Costs Borne by Bidders: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Nigam, will be borne entirely and exclusively by the Recipient / Respondent.
- 3.1.4 No Legal Relationship : No binding legal relationship will exist between any of the Recipients / Respondents and the Nigam until execution of a contractual agreement to the full satisfaction of the Nigam.
- 3.1.5 Recipient Obligation to Inform Itself : The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- 3.1.6 Evaluation of Offers :Each Recipient acknowledges and accepts that the Nigam may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of bidder, not limited to those selection criteria set out in this RFP document.

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- 3.1.7 The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.
- 3.1.8 Standards : All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.
- 3.1.9 Acceptance of Terms : A Recipient will, by responding to the Nigam's RFP document, be deemed to have accepted the terms as stated in this RFP document
- 3.1.10 Only one submission of response to RFP by each Respondent will be permitted
- 3.1.11 The Nigam expects the bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- 3.1.12 The Nigam expects that the bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Nigam.
- 3.1.13 Unless agreed to specifically by the Nigam in writing for any changes to the issued tender document, the bidder responses would not be incorporated automatically in the tender document.
- 3.1.14 Unless expressly overridden by the specific agreement to be entered into between the Nigam and the bidder, the tender document shall be the governing document for arrangement between the Nigam and the bidder.
- 3.1.15 The Nigam is not obliged to provide any reasons of why the Respondent's RFP response has been accepted or rejected.

3.2 Rules for Responding to this RFP

- 3.2.1. The timeframe provided in point "[A] Important Dates" above is for the overall selection process. The Nigam reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Nigam reserves the right to change the aforementioned timelines.
- 3.2.2. All responses received after the due date/time as mentioned in "[A] Important Dates – 4. Last Date of Submission of RFP Response (Closing Date)" would be rejected. E procurement portal will not allow to lodgment of RFP response after

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the deadline. The Nigam has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

- 3.2.3. The Nigam has established RFP coordinators to provide a venue for managing bidder relationship and other requirements through the Nigam's decision making body for contract clarification. All the queries and communication must be addressed to the RFP coordinators / contact persons from the Nigam mentioned in "[A] Important Dates - RFP Coordinator"
- 3.2.3.1 Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- 3.2.3.2 All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in point "[A] Important Dates" above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Nigam will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.
- 3.2.3.3 However, the Nigam may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.
- 3.2.3.4 Respondents should invariably provide details of their email address (as) as responses to queries will only be provided to the Respondent via email. If Nigam in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Nigam reserves the right to communicate such response to all Respondents.
- 3.2.3.5 The Nigam may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.
- 3.2.3.6 Application Money as mentioned in "[A] Important Dates – Application Money" must be deposited through RTGS (Real Time Gross Settlement) / NEFT Vendor should submit the bid security along with the bid response, Application money, RISL Fee and Bid security amount all must be paid online through Nigam website i.e. <https://www.jaipurmc.org> and the details of the transaction viz. scanned copy of the receipt of making transaction is required to be uploaded on e-procurement website at the time of "final online bid submission.
- 3.2.3.7 The RFP response without the accompanying amount towards Application Money / Bid Security are liable to be rejected.
- 3.2.3.8 Financial Bid – (As per details given in [Annexure Validity](#)), unknown Signature valid

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- 3.2.3.9 All submissions, including any accompanying documents, will become the property of the Nigam. The Recipient shall be deemed to have licensed, and granted all rights to, the Nigam to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents
- 3.2.3.10 Bidder should submit their Eligibility Cum Technical and Financial bids Online i.e. through <https://eproc.rajasthan.gov.in/>. <https://sppp.rajasthan.gov.in/>
- 3.2.4. All responses by the bidder to this tender document shall be binding on such bidder for a period of 120 days after publishing of the bids. The Nigam shall have the right at its sole and absolute discretion to continue the assignment/contract on the selected bidder for future requirement for various items/activities as described in the RFP after expiry of current assignment period.
- 3.2.5. Vendors are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
- 3.2.6. The bids once submitted cannot be withdrawn / modified after the last date for submission of the bids. In case, due to unavoidable circumstances, the Nigam does not award the contract within six months from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the vendor would have the choice to maintain the EMD or to withdraw the bid and obtain the security provided.
- 3.2.7. The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Nigam. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- 3.2.8. The bidders required to quote for all the components/services mentioned in the "Project scope" and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Nigam reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

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- 3.2.9. Based on the Nigam's requirements as listed in this document, the bidder should identify the best-suited product / solution that would meet the Nigam's requirements and quote for the same. In case the bidder quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the vendor is liable to be rejected. The vendor is expected to provide the best option and quote for the same.
- 3.2.10. Bidder must furnish requirements as per the formats provided in the RFP document.
- 3.2.11. In the event the bidder has not quoted for any mandatory items as required by the Nigam and forming a part of the tender document circulated to the Bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Nigam.
- 3.2.12. The Nigam is not responsible for any assumptions or judgments made by the bidder for proposing and implementing the solution. The Nigam's interpretation will be final.
- 3.2.13. The Nigam ascertains and concludes that everything as mentioned in the tender documents circulated to the Vendor and responded by the vendors have been quoted for by the vendor, and there will be no extra cost associated with the same in case the vendor has not quoted for the same.
- 3.2.14. All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the vendor to the Nigam. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Nigam. The vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Nigam for the same.
- 3.2.15. The bidder at no point in time can excuse themselves from any claims by the Nigam whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for solution etc. as mentioned in the tender document circulated by the Nigam. Bidder shall be fully responsible for deviations to the terms & conditions as proposed in the tender document.
- 3.2.16. Grievance Redressal: Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to the Commissioner, Nagar Nigam Greater Jaipur at itcelljaipurgreater@rajasthan.gov.in. It may please be noted that the grievance

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can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

Commissioner
Nagar Nigam Greater Jaipur
Rajasthan

3.3 Price Bids

- 3.3.1 The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful bidders post the completion of the technical evaluation.
- 3.3.2 The prices and other terms offered by bidders must be firm for an acceptance period of 120 days from the publishing of bid.
- 3.3.3 Terms of payment as indicated in the **Purchase Contract** that will be issued by the Nigam on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Nigam on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Nigam and that the Invoice would be governed by the terms contained in the Contract concluded between the Nigam and the bidder".
- 3.3.4 The Nigam ascertains and concludes that everything as mentioned in the tender documents circulated to the bidder and responded by the bidders have been quoted for by the bidder, and there will be no extra cost associated with the same in case the bidder has not quoted for the same.
- 3.3.5 The Nigam is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Nigam at all times will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Nigam, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Nigam shall not be responsible for any assumptions made by the bidder and the Nigam's interpretation will be final.
- 3.3.6 The Financial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.

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- 3.3.7 The Nigam is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Nigam at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Nigam at a later date will not accept any plea of the bidder or changes in the Financial offer for any such assumptions.
- 3.3.8 Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Nigam. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Nigam. The Nigam will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP

3.4 Price Comparisons

- 3.4.1 The successful bidder will be determined on the basis evaluation mentioned in Evaluation Criteria in this RFP document.
- 3.4.2 The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:
- 3.4.3 Transportation, forwarding and freight charges of all equipment to the site;
- 3.4.4 **Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST.** GST will be paid separately as per rules. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 3.4.5 The Bidders expected to provide details of services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.
- 3.4.6 The Bidder must provide and quote for the required product and services as desired by the Nigam as mentioned in this RFP. Any product or services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.

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3.5 Application Money, Bid Security and Performance Guarantee

3.5.1 Application Money

A non-refundable Application Money of as mentioned in “[A] Important Dates – Application Money” through electronic mode at the time of submission of the technical bid, proof of same is to be submitted while opening of technical bid failing which the bid of the concerned bidder may be rejected.

The Nigam reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof. Any decision of the Nigam in this regard shall be final, conclusive and binding upon the bidders. The Nigam reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Nigam’s action. During the evaluation process at any stage if it is found that the bidder does not meet the technical criteria or has submitted false / incorrect information the bid will be rejected by The Nigam.

3.5.2 Bid Security / Earnest Money Deposit

3.5.2.1 Bidders are required to give an earnest money deposit of an amount as mentioned in “[A] Important Dates at the time of submission of the technical bid. The proof of same is to be submitted while opening of eligibility cum technical bid, failing of which the bid of the concerned bidder may be rejected. Bid Security (Earnest Money Deposit)” shall be paid through electronic mode only.

3.5.2.2 Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned **after submission of Performance Bank Guarantee.**

3.5.2.3 The amount of Earnest money deposit would be forfeited in the following scenarios:

- a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
- b. In case of the successful bidder, if the bidder fails
 - ▶ Refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or
 - ▶ To provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.
 - ▶ To comply with any other condition precedent to signing the contract specified in the solicitation documents.

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- **Unsuccessful Vendors** - Bid security money The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. No interest shall be paid on Bid security money deposit to unsuccessful Vendors.
- **Successful Vendor** – Bid security money deposit will be discharged upon the vendor furnishing the performance guarantee. The Bid security Money of the successful vendor may be forfeited by the Nigam if the successful vendor fails to furnish performance guarantee within 30 days from the date of Nigam placing the order for any reason whatsoever and / or the vendor refuses to accept and sign the contract within 1 month of issue of contract order / letter of intent for any reason whatsoever.

3.6 Performance Guarantee

- 3.6.1 The successful vendor shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in [Annexure 12](#) to the extent of 5% of the total contract value for the entire period of the contract plus 3 months and such other extended period as the Nigam may decide for due performance of the project obligations.
- 3.6.2 In the event of non-performance of obligation or failure to meet terms of this Tender the Nigam shall be entitled to invoke the performance guarantee without notice or right of demur to the vendor. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the vendor should be included in the remaining amount of the contract value.
- 3.6.3 The Nigam reserves the right to recover any dues payable by the selected vendor from any amount outstanding to the credit of the selected vendor, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.
- 3.6.4 If the Performance guarantee is not submitted within the stipulated time, the Nigam reserves the right to cancel the order / contract and the earnest money deposit taken from the vendor, will be forfeited.

3.7 Others

- 3.7.1 The product / solution will be deemed accepted only after successful **Acceptance Test Procedure (ATP)** and sign off from Analyst Cum Programmer, Nagar Nigam Greater Jaipur.
- 3.7.2 Responses to this RFP should not be construed as an obligation on the part of the Nigam to award a purchase contract for any services or combination of services. Failure of the Nigam to select a bidder shall not result in any claim whatsoever against the Nigam. The Nigam reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

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- 3.7.3 By submitting a proposal, the bidder agrees to promptly contract with the Nigam for any work awarded to the bidder. Failure on the part of the awarded bidder to execute a valid contract with the Nigam will relieve the Nigam of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- 3.7.4 The terms and conditions as specified in the RFP and addendums/corrigendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Nigam, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Nigam and accepted by the Nigam in writing.
- 3.7.5 Any addendum issued shall be part of the Bidding Document and shall be uploaded on the SPPP and e-Procurement portal for prospective bidders to download.
- 3.7.6 The bidder must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Nigam. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Nigam, may constitute a material breach of the Bidder's performance. In the event that the Nigam is forced to cancel an awarded contract (relative to this tender document) due to the Bidder's inability to meet the established delivery dates or any other reasons attributing to the bidder then that bidder will be responsible for any re-procurement costs suffered by the Nigam. The liability in such an event could be limited to the differential excess amount spent by the Nigam for procuring similar deliverables and services.
- 3.7.7 The bidder shall represent and acknowledge to the Nigam that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Nigam. The bidder also acknowledges that the Nigam relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Nigam expects the bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Nigam, shall form a part of the final contract.

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3.7.8 The Bidder shall represent that the services provided and/or use of the same by the Nigam shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Bidder further represents that the documentation to be provided to the Nigam shall contain a

complete and accurate description of the deliverables and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Bidder represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations, permissions and approvals, which are statutorily required to be obtained by the bidder for performance of the obligations of the bidder. The bidder further agrees to inform and assist the Nigam for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Nigam for availing services from the bidder.

3.7.9 All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Nigam in writing to the bidder. The Nigam shall not be responsible for any judgments made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Nigam whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.

3.7.10 The Nigam and the bidder covenants and represents to the other Party the following:

- It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
- It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

3.7.11 The execution, delivery and performance under an Agreement by such Party:

- Will not violate or contravene any provision of its documents of incorporation;

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- Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
- Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.
- The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
- It would be the responsibility of the bidder to arrange / obtain necessary road permits or any other document for delivery of the material till Nigam's premises. The bidder shall arrange road permit for locations applicable at no extra cost to the Nigam.
- The Nigam would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders.
- The Nigam will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

3.7.12 Inspections and Tests - The Nigam or its representative shall have the right to inspect and/or to test the Biometric devices and solution (Goods and Materials and the Works carried out) provided by the Bidder to confirm their conformity to the Contract specifications at no extra cost to the Nigam.

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- 3.7.13 Should any inspected or tested devices fail to conform to the specifications or requirements set out in the Contract, the Nigam may reject the Goods, and the Bidder shall either replace the rejected Goods or make alterations necessary to meet specifications or requirements free of cost to the Nigam.
- 3.7.14 The Bidder shall have the manufacturer, before making delivery, carry out a precise and comprehensive inspection of the Goods regarding quality, specification, performance, quantity and weight and issue a quality certificate certifying that the Goods are in conformity with the stipulations in the Contract. The quality certificate shall not be regarded as final with respect to quality, specification, performance, quantity and weight. Particulars and results of the tests made by the manufacturer shall be shown in a statement to be attached to the quality certificate.
- 3.7.15 If, during the warranty period, it is found that the quality or specifications of the Goods or Works are not in conformity with the Contract or if the Goods or Works are proven to be defective for any reason, including latent defects or the use of unsuitable materials, the Nigam shall promptly notify the Bidder of the existence of a claim.
- 3.7.16 No clause in “Inspection and Tests” clause shall in any way release the Bidder from any warranty or other obligations under this Contract.

3.8 Other RFP Requirements

- 3.8.1 This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Nigam. The Nigam also reserves the right to change any terms and conditions of the tender document and its subsequent addendums, corrigendums as it deems necessary at its sole discretion. The Nigam will inform all bidders about changes through web portals.
- 3.8.2 The Nigam may revise any part of the tender document, by providing a written addendum at stage till the award of the contract. The Nigam reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on E Procurement portal.
- 3.8.3 The Nigam reserves the right to extend the dates for submission of responses to this document.
- 3.8.4 Preliminary Scrutiny – The Nigam will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Nigam may, at its discretion, waive any minor

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non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Nigam reserves the right for such waivers and the Nigam's decision in the matter will be final.

- 3.8.5 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Nigam may, at its discretion, ask some or all bidders for clarification of their offer. The Nigam has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.
- 3.8.6 No Commitment to Accept Lowest bid or Any Tender – The Nigam shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Nigam reserves the right to make any changes in the terms and conditions of purchase. The Nigam will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase.
- 3.8.7 Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure/ manual” is not acceptable. The Nigam may treat the offers not adhering to these guidelines as unacceptable.
- 3.8.8 Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Nigam reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- 3.8.9 Right to Alter Quantities – The Nigam reserves the right to alter the requirements specified in the Tender. The Nigam also reserves the right to delete one or more items from the list of items specified in the Tender. The Nigam will inform all Bidders about changes, if any. The Bidder agrees that the Nigam has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities
- 3.8.10 Incidental Services - The Bidder shall provide all the services as specified in the tender document, particularly the Project Overview and Technical Summary. The price for performing the required incidental services shall be deemed to be included in the Contract Price.

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- 3.8.11 If the Nigam is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- 3.8.12 There will be an acceptance test by the Nigam after implementation of the solution. In case of discrepancy in solution implemented, the Nigam reserves the right to cancel the entire purchase contract and the bidder should take back their equipment at their costs and risks. The test will be arranged by the bidder at the sites in the presence of the officials of the Nigam.
- 3.8.13 Bidder shall indemnify, protect and save the Nigam against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc or such other statutory infringements under any laws including the Copyright Act, 1987 in respect of services provided by them in the Nigam from whatsoever source, provided the Nigam notifies the Bidder in writing as soon as practicable when the Nigam becomes aware of the claim. However, (i) the Bidder has sole control of the defense and all related settlement negotiations (ii) the Nigam provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) the Nigam does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where the Nigam is required by any authority/regulator to make a comment/statement/representation.
- 3.8.14 Letter of Undertaking from OSD / OEM ([Annexure 06](#)) – The Bidder should furnish a letter from original equipment manufacturer (OEM / OSD) authorizing the Bidder to quote for OEM's / OSD's product in response to the RFP from the Nigam. The said letter should also offer to extend the required support from the OEM / OSD in respect of the items stipulated in the RFP
- 3.8.15 Undertaking on Information Security ([Annexure 07](#)) - The Bidder should furnish a letter both from the original equipment manufacturer (wherever applicable) and also from the Bidder's end providing an undertaking on Information Security of Authenticity for HW/solution supplied. This undertaking from both OEM and the bidder is on Information security as per regulatory requirement.

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3.8.16 The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Nigam, nor seek to be treated as employees of the Nigam for any purpose, including claims of entitlement to fringe benefits provided by the Nigam, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

3.9 Corrupt and Fraudulent Practices

It is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

▶ “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

▶ “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Nigam and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Nigam of the benefits of free and open competition.

The Nigam reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Nigam reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

Bidders responding to this RFP need to sign the [Integrity Pact \(IP\)](#) which will be also signed by Nigam’s representative.

3.10 Service Level Agreement and Non-Disclosure Agreement

The successful bidder shall execute a) [Service Level Agreement \(SLA\)](#), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Nigam and b) Non Disclosure Agreement (NDA). The successful bidder shall execute the SLA and NDA within 30 days from the date of acceptance of Purchase Order.

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All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the vendor.

4 General Terms and Conditions

The Rajasthan Transparency in public procurement Act, 2012 and the “ Rajasthan Public Procurement Rules, 2013” has come into force which are available on the website of State Public Procurement Portal <https://sppp.raj.nic.in>. Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If there is any discrepancy between the provision of the Act and the Rules and the Bidding document, the provisions of the Act and the Rules shall prevail.

4.1 Dispute Resolution

The Nigam and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective authorities of the Nigam and the Bidder, any disagreement or dispute arising between them under or in connection with the contract.

If the Nigam authority and Bidder project manager/ director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Nigam respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Nigam, the Nigam and the Bidder have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. Arbitration will be carried out at Nigam's office that placed the order.

4.2 Governing Laws

This RFP and The subsequent contract shall be governed and construed and enforced in accordance with the laws of India, laws of States Government of Rajasthan or any other law stated by procuring entity both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Jaipur(Rajasthan) shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

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4.3 Notices and other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, (with hard copy to follow for email), addressed to the other party at the addresses / email or fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section. If a party changes address and fails to notify the other party or parties of this changes the new address, delivery of notices to that party at that address is deemed compliant with the notice obligation under this clause.

4.4 Force Majeure

The Bidder shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the Bidder shall promptly notify the Nigam in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Nigam in writing, the Bidder shall continue to perform Bidder's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Nigam and Bidder shall hold consultations in an endeavor to find a solution to the problem.

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4.5 Assignment

The Bidder agrees that the Bidder shall not be entitled to assign any or all of its rights and or obligations under this Tender and subsequent Agreement to any entity including Bidder's affiliate without the prior written consent of the Nigam.

If the Nigam undergoes a merger, amalgamation, takeover, consolidation, reconstruction, etc., this RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bidder under this RFP.

4.6 Sub-Contracting

Any type of formation of consortium, sub-contracting and joint assignments will not be allowed/ considered. Such proposals will be disqualified

4.7 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

4.8 Confidentiality

In addition to the requirements of the provisions of Section 49 of RTPP Act and Rule 77 of RTPP Rules regarding confidentiality, The bidder acknowledges that in the course of performing the obligations under this Tender and subsequent Agreement, it shall be exposed to or acquire information of the Nigam, which the bidder shall treat as confidential.

- a. All Nigam's service and process details, documents, data, applications, software, systems, papers, statements and information which may be communicated to or come to the knowledge of Bidder or bidder's employees during the course of discharging their obligations shall be treated as absolutely confidential and Bidder irrevocably agrees and undertakes and ensures that bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without prior written permission of Nigam. The bidder shall not use or allow to be used any information other than as may be necessary for the due performance by Bidder of its obligations hereunder.
- b. Bidder shall not make or retain any copies or record of any Confidential Information submitted by Nigam other than as may be required for the performance of Bidder
- c. Bidder shall notify Nigam promptly of any unauthorized use or disclosure of the Confidential Information.

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- d. Bidder shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Bidder shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Bidder or its affiliates.
- e. Bidder shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- f. Bidder hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the Empanelment Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by Nigam under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.

However the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:

- i. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
 - ii. Prior to the disclosure by Nigam was known to or in the possession of the Bidder at the time of disclosure ;
 - iii. Was disclosed or parted with the prior consent of Nigam;
 - iv. Was acquired by Bidder from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from Nigam.
- The Bidder agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
- In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Bidder to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforced in India.

The confidentiality obligations shall survive the expiry or termination of the RFP / agreement between the bidder and the Nigam.

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4.9 Termination

Nigam shall have option to terminate / cancel this RFP at any stage without any prior notice.

In following events Nigam shall terminate this assignment or cancel any particular order if Vendor:

breaches any of its obligations set forth in this assignment or any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Nigam gives written notice; or

- ▶ failure by Vendor to provide Nigam, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Nigam. Or
- ▶ The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.
- ▶ Supply of sub standard materials/ services ;
- ▶ Delay in delivery / installation / commissioning of services.
- ▶ If deductions of penalty exceeds more than 10% of the total contract price.

Nigam may terminate this RFP or subsequent agreement on happening of following events:

- ▶ The vendor unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- ▶ A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the vender and such appointment continues for a period of twenty one (21) days;
- ▶ the vender is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.

The vender becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances Nigam reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 45 days prior notice in writing.

4.10 Effect of termination

If Nigam terminates or cancels the assignment on the default mentioned in the termination clause, in such case Nigam reserves the right to get the balance contract executed by another party of its choice. In this event, the Service Provider shall be bound to make good the additional expenditure, which the Nigam may have to incur to carry out bidding process for the selection of a new Vendor and for execution of the balance of the contract.

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Immediately upon the date of expiration or termination of the Tender and subsequent Agreement, Nigam shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this Tender and subsequent Agreement, Nigam shall pay to Bidder, soon of such termination or expiry, of the following:

- ▶ All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this Tender and subsequent Agreement:

- ▶ The rights granted to Bidder shall immediately terminate.
- ▶ Upon Nigam's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Bidder, being used by Bidder to provide the Services and (ii) the assignable agreements, Bidder shall, use its reasonable Financial endeavors to transfer or assign such agreements and Bidder Equipment to Nigam and its designee(s) on Financially reasonable terms mutually acceptable to both Parties.
- ▶ Upon Nigam's request in writing, Bidder shall be under an obligation to transfer to Nigam or its designee(s) the Deliverables being used by Bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

4.11 Publicity

Any publicity by the Bidder in which the name of the Nigam is to be used should be done only with the explicit written permission of the Nigam.

4.12 Solicitation of Employees

The selected Bidder, during the term of the contract shall not without the express written consent of the Nigam, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Nigam in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Nigam at any time to terminate his/ her relationship with the Nigam.

4.13 Visitorial Rights

The Nigam and its authorized representatives shall have the right to visit any of the Bidder's premises without prior notice to ensure that data provided by the Nigam is not misused. The Bidder shall cooperate with the authorized representative/s of the Nigam and shall provide all information/ documents required by the Nigam.

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4.14 Compliance with Laws

Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Nigam and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Nigam will give notice of any such claim or demand of liability within reasonable time to the Bidder.

The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

4.15 Indemnity

The Bidder shall indemnify the Nigam, and shall always keep indemnified and hold the Nigam, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Nigam as a result of:

- ▶ Nigam's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RFP; and/or
- ▶ an act or omission of the Bidder and/or its employees, agents, sub contractors in performance of the obligations under this RFP; and/or
- ▶ claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Nigam; and/or
- ▶ claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub contractors
- ▶ breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; and/or
- ▶ any or all Deliverables or Services infringing any patent, trademark, copyright or such other Intellectual Property Rights; and/or

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- ▶ breach of confidentiality obligations of the Bidder contained in this RFP; and/or
- ▶ Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.

The Bidder shall at its own cost and expenses defend or settle at all point of time any claim against the Nigam that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Nigam:

- ▶ notifies the Bidder in writing as soon as practicable when the Nigam becomes aware of the claim; and
- ▶ cooperates with the Bidder in the defense and settlement of the claims.

However, (i) the Bidder has sole control of the defense and all related settlement negotiations (ii) the Nigam provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) the Nigam does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where the Nigam is required by any authority/regulator to make a comment/statement/representation.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Bidder, after due inspection and testing and at no additional cost to the Nigam, shall forthwith either

- 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Nigam to continue the use of the software / equipment, as required by the Nigam as per the terms and conditions of this Tender and subsequent Agreement and to meet the service levels; or 3) refund to the Nigam the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Nigam in the event of the failure of the Bidder to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Nigam.

The Bidder shall not be liable for defects or non-conformance resulting from:

- ▶ Software, hardware, interfacing, or supplies for the solution not approved by Bidder;
- Or
- ▶ any change, not made by or on behalf of the Bidder, to some or all of the deliverables supplied by the Bidder or modification thereof, provided the infringement is solely on account of that change ;

Indemnity shall exclude indirect, consequential and incidental damage. However indemnity would cover damages, loss or liabilities suffered by the Nigam arising out of claims made by regulatory authorities for reasons attributable to Bidder's Obligations under this RFP and subsequent agreement by the Bidder.

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 DN: cn=Sanj Kumar, o=Nagar Nigam Greater Jaipur, ou=Programmer (Director)
 Date: 2024.11.27 10:51:52 IST





Municipal Corporation Greater Jaipur

(Pt. Deendayal Upadhyay Bhawan Lalkothi, Tonk Road , Jaipur-15)

In the event of successful bidder not fulfilling its obligations under this clause within the period specified in the notice issued by the Nigam, the Nigam has the right to recover the amounts due to it under this provision from any amount payable to the bidder under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RFP.

4.16 Violation of Terms

The Nigam clarifies that the Nigam shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Nigam may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

4.17 Authorized Signatory

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Nigam, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Nigam. The Bidder shall furnish proof of signature identification for above purposes as required by the Nigam.

4.18 Right to Reject Bids

Nigam reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Nigam in the matter. The bid is liable to be rejected if:

- ▶ It is not in conformity with the instructions mentioned in the RFP document.
- ▶ It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD).
- ▶ It is received through Telex / telegram / fax or any other offline mode.
- ▶ It is received after expiry of the due date and time.
- ▶ It is incomplete including non- furnishing the required documents.
- ▶ It is evasive or contains incorrect information.
- ▶ There is canvassing of any kind.
- ▶ It is submitted anywhere other than the place mentioned in the RFP.

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Digitally signed by V. Anav Kumar
Designation : Analyst Cum
Programmer (Director)

Date: 2024.11.27 10:51:52 IST

Reason: Approved





Municipal Corporation Greater Jaipur

(Pt. Deendayal Upadhyay Bhawan Lalkothi, Tonk Road , Jaipur-15)

4.19 Limitation of Liability

Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.

Bidder's liability in case of claims against the Nigam resulting from Willful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

Nigam shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Bidder as part of procurement under the RFP.

Under no circumstances Nagar nigam greater jaipur shall be liable to the selected Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Nigam has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

All employees engaged by the party shall be in sole employment of the party and both the parties shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall other party be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the other party.

4.20 Property Rights

1. Each Party owns and retains all rights, title and interests in and to its respective Pre-Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other than by the other Party), as at the commencement date of the applicable statement of work.
2. Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/ commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws.

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Programmer (Director)
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Municipal Corporation Greater Jaipur

(Pt. Deendayal Upadhyay Bhawan Lalkothi, Tonk Road , Jaipur-15)

3. Without prejudice to above paras all the interim/ final deliverables shall be property of Nigam. Subject to requisite payments the service provider deemed to grant exclusive, perpetual rights to use of the deliverables in favor of Nigam.

4.21 SET-OFF

Without prejudice to other rights and remedies available to Nigam, Nigam shall be entitled to set-off or adjust any amounts due to Nigam under this clause from the Service Provider against payments due and payable by Nigam to the Service Provider for the services rendered.

The provisions of this Clause shall survive the termination of this Agreement.

4.22 COVENANTS OF THE SERVICE PROVIDER

The Service Provider shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of this Agreement, the Service Provider shall not substitute the key staff identified for the services mentioned in this Agreement.

The Service Provider shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of NIGAM:

- (i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by Nigam; or
- (ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of Nigam.

All employees engaged by the Service Provider shall be in sole employment of the Service Provider and the Service Provider shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall Nigam be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Service Provider.

The Service Provider:

- i. shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
- ii. shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- iii. shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
- iv. shall not exercise any lien on any of the assets, documents, instruments or material belonging to Nigam and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from Nigam.

Validity unknown
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Municipal Corporation Greater Jaipur

(Pt. Deendayal Upadhyay Bhawan Lalkothi, Tonk Road , Jaipur-15)

- v. shall regularly provide updates to Nigam with respect to the provision of the services and shall meet with the personnel designated by Nigam to discuss and review its performance at such intervals as may be agreed between the Parties.
- vi. shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.
- vii. shall not violate any proprietary and intellectual property rights of Nigam or any third party, including without limitation, confidential relationships, and any other proprietary rights in course of providing services hereunder.
- viii. shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the Nigam and communicated to the Service Provider from time to time.
- ix. shall not work in a manner which, in the reasonable opinion of Nigam, may be detrimental to the interests of Nigam and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by this Agreement.
- x. shall be liable to Nigam for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services to the Nigam.
- xi. shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of Nigam.

4.23 VICARIOUS LIABILITY

The Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Nigam shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Service Provider for any assignment under the contract.

All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Service Provider shall be paid by the Service Provider alone and the Nigam shall not have any direct or indirect liability or obligation to pay any charges, claims or wages of any of the Service Provider's employees, agents, contractors, subcontractors etc.,

Validity unknown Signature valid

Digitally signed by Anshu Kumar

Designation : Analyst (Cum Programmer / Director)

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Reason: Approved





Municipal Corporation Greater Jaipur

(Pt. Deendayal Upadhyay Bhawan Lalkothi, Tonk Road , Jaipur-15)

contractors, subcontractors etc. The Service Provider shall agree to hold the Nigam, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Nigam through the action of Service Provider 's employees, agents, contractors, subcontractors, etc.

5 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Nigam and its officers, employees disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Nigam or any of its officers or employees.

Validity unknownSignature valid

Digitally signed by V. Anav Kumar
Designation : Analyst Cum
Programmer (Director)

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Municipal Corporation Greater Jaipur

(Pt. Deendayal Upadhyay Bhawan Lalkothi, Tonk Road , Jaipur-15)

6 Instructions to Vendors - E TENDERING

6.1 General Instructions

To view the Tender Document along with this Notice and its supporting documents, kindly visit following e-Tendering website of Govt of Rajasthan:

<https://eproc.rajasthan.gov.in/>

<https://sppp.rajasthan.gov.in/>

<https://jaipurmc.org>

email:

itcelljaipurgreater@rajasthan.gov.in

Primary Contact Number

- Mr. Vaibhav Kumar : +91-6377142055

Alternate Contact Numbers

- Mr. Chandresh Gautam: +91-6350443825

6.1.1 Downloading of Tender Document

The tender document is uploaded / released on Website/ portal link as mentioned above. Tender document and supporting documents may be downloaded from same link. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the schedule given in Notice Details. The Tender document will be available online only. Tender document will not be sold / issued manually.

Only those tender offers shall be accepted for evaluation for which non-refundable Application Money and Earnest Money Deposit (EMD) is deposited as per the terms mentioned in this RFP.

6.1.2 Preparation & Submission of Bids

The bids (Pre-Qualification, Technical as well as Financial) shall have to be prepared and subsequently submitted online only. Bids not submitted "ONLINE" or by any other mean shall be summarily rejected. No other form of submission shall be permitted.

6.1.3 Do's and Don'ts for Bidder

- ▶ The e-procurement portal is open for upload of documents from the start of the bid submission date. Hence bidders are advised to start the process of upload of bid documents well in advance.
- ▶ Bidders have to prepare for submission of their bid documents online well in advance as

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Programmer (Dy. Director)

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Reason: Approved



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- The encrypt/upload process of soft copy of the bid documents large in number to e-procurement portal may take longer time depending upon bidder's infrastructure and connectivity.
- To avoid last minute rush & technical difficulties faced by bidders in uploading/submission of bids, bidders are required to start the uploading of all the documents required -01- week in advance for timely online submission of bid.
- ▶ Bidders to initiate uploading of few primary documents during the start of the tender submission.
- ▶ Bidders should not raise request for extension of time on the last day of submission due to non-submission of their bids on time as Nigam will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.
- ▶ Bidder should not raise request for offline submission or late submission since ONLINE submission is accepted only.
- ▶ Partly or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.

6.2.4 Steps to participate in the e-Tenders

6.2.4.1 Online viewing of Detailed Notice Inviting Tenders

The bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by Nagar nigam greater jaipur on the official website along with official procurement portals of Govt. of Rajasthan .

6.2.4.2 Download of Tender Documents

The Pre-qualification / Main Bidding Documents are available for free downloading. However, to participate in the online tender, the bidder must pay application money via online mode & submit the details in the e-procurement portal.

6.2.4.3 Online Submission of Tender

Submission of bids will be preceded by Online Submission of Tender with each page signed by bidder.

6.2.4.4 Close for Bidding

After the expiry of the cut-off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tender Authority.

6.2.4.5 Short listing of Bidders for Financial Bidding Process

The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents will shortlist the Bidders who are eligible for Financial Bidding Process. The short-listed Bidders will be intimated by email/SMS.

Validity unknown Signature valid

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Designation : Analyst Cum
Programmer (Director)

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Municipal Corporation Greater Jaipur

(Pt. Deendayal Upadhyay Bhawan Lalkothi, Tonk Road , Jaipur-15)

6.2.4.6 Opening of the Financial Bids

The Bidders may remain present in the office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids i.e. of all bidders shall be made available on the e-procurement portal after the completion of opening process.

6.2.4.7 Tender Schedule (Key Dates)

The bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

Note: Nagar Nigam Greater Jaipur shall not be liable & responsible in any manner whatsoever for any failure to access & bid on the online platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush.

Validity unknownSignature valid

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Designation : Analyst Cum
Programmer (Director)

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Municipal Corporation Greater Jaipur

(Pt. Deendayal Upadhyay Bhawan Lalkothi, Tonk Road , Jaipur-15)

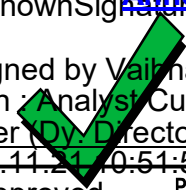
Annexure 01 - Table of Contents

Technical Bid to contain the following (All the Documents along with this whole RFP including addendums if any should be signed by authorized representative of bidder)

Section #	Section Heading	Performa Given
1	Eligibility criteria compliance with bidder comments	Annexure 02
2	Application(tender) Money Transaction Details	Bidder to upload receipt
3	RISL FEE	Bidder to upload receipt
3	Bid Security (Earnest Money Deposit)	Bidder to upload Transaction Detail.
4	Undertaking from the bidder	Annexure 03
5	Conformity Letter	Annexure 05
6	Letter of Undertaking from OSD / OEM	Annexure 06
7	Undertaking of Information Security (Bidder & OEM)	Annexure 07
8	Technical Proposal: The proposal based on Technical Specification compliance should be submitted with pages properly numbered, each page signed and stamped.	Bidder to provide according to Annexure 08
9	Copy of the tender document along with annexures and addendum/Corrigendum duly sealed and signed on all the pages of the document / digitally signed tender document.	Bidder to provide
10	Masked price bid (Please note that the masked price bid should be exact reflection of the Financial bid except that the masked price bid <u>should not contain any financial information</u>)	Annexure 10
11	Integrity Pact (Dully Signed and Stamped by Authorized Signatory on proper stamp paper)	Annexure 13
12	Bill of Quantity and Make & Models	Validity unknownSignature valid Annexure 14

Digitally signed by Vaibhav Kumar
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Programmer (Dy. Director)

Date: 2024.11.21 10:51:52 IST





Municipal Corporation Greater Jaipur

(Pt. Deendayal Upadhyay Bhawan Lalkothi, Tonk Road , Jaipur-15)

13	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
14	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Nigam.	Bidder to provide
15	Escalation Matrix with First Level Support, Second Level Support, Regional & Zonal head, Country Head Details along with their Name, Contact Number (LL & Mobile), E-Mail ID. (Bidder & OEM)	Bidder/Vendor to provide
Financial Bid should be strictly as per Financial bid format (Annexure - 11). Any Financial bid submitted not in conformity with Annexure – 11 and provided along with the Technical bid, then whole bid will be rejected outright.		

Authorized Signatory

Name: Designation:

Bidder's Corporate Name

Address

Email and Phone # Date:

Validity unknownSignature valid

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Designation : Analyst Cum
Programmer (Dy. Director)

Date: 2024.11.21 10:51:52 IST



Municipal Corporation Greater Jaipur

(Pt. Deendayal Upadhyay Bhawan Lalkothi, Tonk Road , Jaipur-15)

Annexure 02 - Eligibility Criteria

Eligibility Criteria Compliance to be directly met by the Bidder and OEM

S No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
A	General		
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India at least for the last 5 years.		Documentary Proof of Registration under one of the following 1. Shop and Establishment Act 1958 (Or) 2. Indian Partnership Act 1932 (Or) 3. Indian Company Act 1956
2	Bidder must be in Business of providing Biometric Devices including implementation in last 4 years (i.e. 2021, 2022,2023,2024)		Documentary Proofs of work orders and contract copy (Letter Signed by Authorized Signatory).
3	Bidder must have experience of successfully supplying and installing biometric devices in any organization as follows :- (a) Experience of completing one such project of which total cost should be equal to or more than that of 80% of cost of this tender project during last 4 years (i.e. 2021, 2022,2023,2024) OR (b) Experience of completing two such projects of which total cost of each project should be equal to or more than that of 50% of cost of this tender project during last 4 years (i.e. 2021, 2022,2023,2024) OR (c) Experience of completing three such projects of which total cost of each project should be equal to or more than that of 40% of cost of this tender project during last 4 years (i.e. 2021, 2022,2023,2024)		Documentary Proofs of work orders and contract copy
4	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) since 1 st April 2019 till date.		Letter of confirmation (On notarized Stamp Paper) signed by authorized officer of the Corporation Digitally signed by Anand Kumar Designation : Analyst Cum Programmer (Director) Date: 2024.11.27 10:51:52 IST



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Signature valid
Digitally signed by Anand Kumar
Designation : Analyst Cum
Programmer (Director)

Date: 2024.11.27 10:51:52 IST



Municipal Corporation Greater Jaipur

(Pt. Deendayal Upadhyay Bhawan Lalkothi, Tonk Road , Jaipur-15)

5	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation (self-certified letter signed by authorized official of the bidder)
6	The Bidder to provide an undertaking on his letter head that all the technical features highlighted as part of Technical Scope are covered in totality in the proposal submitted by the bidder.		Letter of confirmation from bidder.
B Financial			
B1 Below clause Applicable for the Bidder if submitting bid as a partner of the OEM or the OEM itself			
1	The Bidder should be registered under Goods and Service Tax and must have PAN under firm/company name.		1. Copy of GST Registration certificate. 2. GST Clearance certificate of last quarter of financial year 2024-25. 3. Self Attested copy of PAN
2	Bidder must have registered an average turnover of Rs. 70 lacs or above in each financial year i.e. financial year of 2021-22, 2022-23 and 2023-24 (Not inclusive of the turnover of associate companies).		Audited Financial statements for the financial years 2021-22, 2022-23 and 2023-24. Certified letter from the Chartered Accountant with clearly mentioned UDIN No. The CA certificate in this regard should be without any riders or qualification.
C Others			

Validity unknown Signature valid

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Programmer (Director)
Date: 2024.11.27 10:51:52 IST
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(Pt. Deendayal Upadhyay Bhawan Lalkothi, Tonk Road , Jaipur-15)

1	The Bidder should be the Original Equipment Manufacturer (OEM) or their partner for supply, installation & support under the proposed product category in India for past three years (from RFP date).		Letter of confirmation from Bidder / OEM need to be submitted.
2	Bidder must provide a letter of Authorization of OEM whose products is quoted for submitting the offer on behalf of the OEM.		Letter of Authorization from OEM
3	Bidder must ensure that the Hardware to be supplied will not be End of Life in next 2 years and End of Support in next 4 years.		Letter of undertaking from the OEM.
4	Bidder to have adequate stock of spares and should be able to replace the faulty hardware within 24 hours from the time of incident reporting.		A self-Certified letter to be submitted.
6	The biometric devices should preferably have firmware-level encryption and ability to detect live face (and it should be able to reject gummy/fake face) & Differentiate between live face and recorded video.		The OEM in their company's letter head shall provide undertaking to this effect.
7	If OEM is bidding directly he cannot bid with any other bidder at the same time.		Letter of confirmation from OEM in case if OEM is bidding directly.
D Support Infrastructure			
1	Bidder should have direct support offices in the Jaipur District and technically qualified Engineers who have expertise in support and installations of the proposed product		Letter of confirmation Validity unknown Signature valid Digitally signed by V. Anav Kumar Designation : Analyst - Cum Programmer (Software Developer) Date: 2024.11.27 10:51:52 IST

All these above mentioned documents/Affidavits, Certificates, Approvals, etc. are checked complete



Municipal Corporation Greater Jaipur

(Pt. Deendayal Upadhyay Bhawan Lalkothi, Tonk Road , Jaipur-15)

bidding documents should be scanned and uploaded in technical bid on eproc.rajasthan.gov.in

All dates if not specified to be applicable from the date of the RFP.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Validity unknownSignature valid

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Designation : Analyst Cum

Programmer (Director)

Date: 2024.11.27 10:51:52 IST

Reason: Approved





Municipal Corporation Greater Jaipur

(Pt. Deendayal Upadhyay Bhawan Lalkothi, Tonk Road , Jaipur-15)

Annexure 03 – Undertaking from the Bidder

To

Commissioner
Nagar Nigam Greater
Jaipur
Jaipur (Rajasthan)

Sir,

Sub: RFP for Invitation for Supply, Installation & Maintenance of Biometric Face and Finger identification devices for Daily Attendance of Employees of Nagar Nigam Greater Jaipur (Rajasthan).

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for Nigam in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 120 days from date of **bid publishing** and our Offer shall remain binding on us and may be accepted by the Nigam any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
a) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.
 - i. Name and Address of the Agent -
 - ii. Amount and Currency in which Commission paid / payable -
 - iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here) -
6. We agree that the Nigam is not bound to accept the lowest or any Bid the Nigam may receive.

Validity unknownSignature valid

Digitally signed by V. Anav Kumar
Designation : Analyst Cum
Programmer (Director)

Date: 2024.11.27 10:51:52 IST

Reason: Approved





Municipal Corporation Greater Jaipur

(Pt. Deendayal Upadhyay Bhawan Lalkothi, Tonk Road , Jaipur-15)

- 7. We certify that we have provided all the information requested by the Nigam in the format requested for. We also understand that the Nigam has the exclusive right to reject this offer in case the Nigam is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by..... 20

Yours faithfully,

Authorized Signatory
 Name:
 Designation:
 Bidder's Corporate Name
 Address
 Email and Phone #

Validity unknownSignature valid

Digitally signed by V. Anav Kumar
 Designation : Analyst Cum
 Programmer (Director)

Date: 2024.11.27 10:51:52 IST

Reason: Approved





Municipal Corporation Greater Jaipur

(Pt. Deendayal Upadhyay Bhawan Lalkothi, Tonk Road , Jaipur-15)

Annexure 04–Pre-Bid Queries Form

(Please note that all pre-bid queries are to be sent either by email in excel format or in physical form of which soft copy of excel file must be provided to Nigam)

Email : itcellgreaterjaipur@rajasthan.gov.in

[Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

Name of the Respondent:

Contact Person from Respondent in case of need.

Name :

Tel No:

e-Mail ID:

Sr. No.	Page #	Point / Section #	Category (Eligibility/ Scope/Financial/Legal/General)	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1					
2					
3					
4					
5					
6					

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone # Date:

Validity unknownSignature valid

Digitally signed by V. Anav Kumar
Designation : Analyst Cum
Programmer (Director)

Date: 2024.11.27 10:51:52 IST

Reason: Approved



Municipal Corporation Greater Jaipur

(Pt. Deendayal Upadhyay Bhawan Lalkothi, Tonk Road , Jaipur-15)

Annexure 05–Conformity Letter

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

To

Commissioner
Nagar Nigam Greater
Jaipur
Jaipur (Rajasthan)

Sir,

Sub: RFP for Invitation for Supply, Installation & Maintenance of Biometric Face and Finger identification devices for Daily Attendance of Employees of Nagar Nigam Greater Jaipur (Rajasthan).

Further to our proposal dated, in response to the Request for Proposal...
.....(Nigam’s tender No. hereinafter referred to as

“RFP”) issued by Nagar Nigam Greater Jaipur (“Nigam”) we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums/corrigendum and other documents including the changes made to the original tender documents issued by the Nigam shall form a valid and binding part of the aforesaid RFP document. The Nigam is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Nigam’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory
Name:
Designation:
Bidder’s Corporate Name
Address
Email and Phone #

Validity unknownSignature valid

Digitally signed by V. Anav Kumar
Designation : Analyst Cum
Programmer (Director)

Date: 2024.11.27 10:51:52 IST

Reason: Approved





Municipal Corporation Greater Jaipur

(Pt. Deendayal Upadhyay Bhawan Lalkothi, Tonk Road , Jaipur-15)

Annexure 06 - Letter of Undertaking from OEM

(This letter should be on the letterhead of the OEM / Manufacturer duly signed by an authorized signatory)

To

Commissioner
Nagar Nigam Greater
Jaipur
Jaipur (Rajasthan)

Sir,

Sub: RFP for Invitation for Supply, Installation & Maintenance of Biometric Face and Finger identification devices for Daily Attendance of Employees of Nagar Nigam Greater Jaipur (Rajasthan).

We (Name of the OSD / OEM) who are established and reputable manufacturers / developers of having factories / offices at and do hereby authorize M/s (who is the bidder submitting its bid pursuant to the Request for Proposal issued by the Nigam) to submit a Bid and negotiate and conclude a contract with you to Supply, Installation and Maintenance of for supply of manufactured / developed by us against the Request for Proposal received from your Nigam by the Bidder and we have duly authorised the Bidder for this purpose.

We undertake to perform the obligations as set out in the RFP in respect of such services and hereby extend our support and services through M/s..... during the 4 year contract period as per terms and conditions of the RFP.

We assure you that in the event of M/s not being able to fulfill its obligation in respect of the terms defined in the RFP then (OEM / OSD Name) would continue to meet these either directly or through alternate arrangements without any additional cost to the Nigam.

Dated this.....by..... 20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Validity unknownSignature valid

Digitally signed by V. Anav Kumar
Designation : Analyst Cum
Programmer (Director)

Date: 2024.11.27 10:51:52 IST

Reason: Approved



Municipal Corporation Greater Jaipur

(Pt. Deendayal Upadhyay Bhawan Lalkothi, Tonk Road , Jaipur-15)

Annexure 07–Undertaking of Information Security

(This letter should be on the letterhead of the bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement)

To

Commissioner
Nagar Nigam Greater
Jaipur
Jaipur (Rajasthan)

Sir,

Sub: RFP for Invitation for Supply, Installation & Maintenance of Biometric Face and Finger identification devices for Daily Attendance of Employees of Nagar Nigam Greater Jaipur (Rajasthan).

We hereby undertake that the proposed hardware / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Dated this.....by..... 20

Yours faithfully,

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #

Validity unknownSignature valid

Digitally signed by V. Anav Kumar
Designation : Analyst Cum
Programmer (Director)
Date: 2024.11.27 10:51:52 IST
Reason: Approved



Municipal Corporation Greater Jaipur

(Pt. Deendayal Upadhyay Bhawan Lalkothi, Tonk Road , Jaipur-15)

Annexure 08– Technical Requirement (Scope of Work)

Nigam will award the contract to the successful bidder and the bidder should deliver the service as per Technical Specifications with the following scope. Scope of work of this project includes Biometric face and Finger print identification devices with GPS enabled (4G SIM based), Casing for Biometric devices with both wallmount and handheld facility, software development for attendance management, Cloud server space, testing and QA, training of master trainers, database management & application services for non-interrupted operation and providing maintenance and onsite support service during complete contract period with warranty for specified period. Accordingly, the scope of services will encompass the following:

A. Broad Scope

- Supply of items and installation of these items as per BoQ at identified locations.
- Third party tools and licenses, if any
- Software Testing
- User Acceptance Testing
- Deployment of requisite resources as per scope mentioned in RFP
- Training
- Operation & Maintenance Services
- Software configuration for syncing with central server located at Nigam if required
- Project Closure

The hardware items quoted by bidder must comply with the specifications of the hardware items mentioned in RFP. Deviation in hardware specification compliance shall lead to rejection of technical bid.

B. The minimum requirements for facial image identification and biometric data identification such as Finger prints, it should follow latest UIDAI guidelines as defined by GoI. The proposed Biometric Face Identification and Finger Print Identification Device should be comply with technical specification given in below. If the make and model proposed by the vendor do not comply with technical specification given below for the vendor would have deemed not to be meeting the Technical requirements hence will be disqualified in technical bid evaluation:

C. The Databse should be at Nigam HQ Premise. Database would be maintained by Bidder, software should be compatible to be integrated with currently operating PriPaymanager system in Nigam for salary purposes.

D. Nigam will need SIM cards for each Biometric device, the cost of acquiring SIM and recharging it for internet facility for first three months since installing would be beared by bidder after that recharge expenses of SIM cards would be responsibility of Nigam.

Validity unknown Signature valid

Digitally signed by [Name] of Nigam

Designation : [Designation] Cum
Programmer (Director)

Date: 2024.11.27 10:51:52 IST

Reason: Approved



Municipal Corporation Greater Jaipur

(Pt. Deendayal Upadhyay Bhawan Lalkothi, Tonk Road , Jaipur-15)

E. Software Requirements:-

- Nigam will have a nodal officer to make the implementation and operation of the Attendance system through Biometric devices.
- **DASHBOARD**
 - Nodal Officer details shown in Top right corner.
 - Registered Employees with Nigam.
 - Number of employee's present.
 - Number of Active Devices.
 - Attendance activity graphs, Attendance statistics, In-Time Statistics Pie Chart and Today's Trend Graph
- The Nodal Officer should have login option into its own admin account so that he can export All types of Employee data.
- **The Nodal officer should be able to perform the following activities on the software:-**
 - **Add Sections/Divisions/Zones** :- Nodal officer can search and add new sections/divisions/zones. Existing sections/zones can also be activated/ deactivated through this functionality.
 - **Add Wards** :- Nodal officer can search and add new Wards and map those wards to particular Zone offices. Existing wards can also be activated/ deactivated through this functionality.
 - **Transfer Wards:-** Nodal officer can transfer a particular ward to particular zone office.
 - **Employee Designations:-** New designation can be added and also activated/ deactivated through this functionality.
 - **Office Location** :- To Add(Mapping), Activate/ Deactivate the office location(Building). By clicking on "Add Office Location" Nodal officer can map the location within the organization with details like section/division/zones and wards(if any).
 - **Device Location:-** Nodal officer can search, update, deactivate and Add new device location. Device location is entered and office location selected from the drop down menu to add the device location.
 - **Office Timings:-** Office In and Out timings can be set or updated by the Nodal officer.
 - **Daily Attendance HOD Mapping** :- An Attendance report goes to the HOD's on a daily basis and the daily mail status can be viewed. The status and email id of HOD can be edited.
 - **Manage Devices:-**
 - This should enable Nodal Officer to mark the Organization devices.

Validity unknownSignature valid

Digitally Signed by V. Anand Kumar
Designation : Analyst Cum
Programmer (Director)

Date: 2024.11.27 10:51:52 IST

Reason: Approved



Municipal Corporation Greater Jaipur

(Pt. Deendayal Upadhyay Bhawan Lalkothi, Tonk Road , Jaipur-15)

- **1. Biometric Admin :-** A Biometric Admin can be added by Nodal officer by clicking on the Add Biometric button. Fill up the details like Office location, Name, Mobile No of the designated employee for biometric admin.
- **2. Activation Code :-** Nodal officer will generate an Activation code for device installation.
- **3. Active Device :-** Nodal officer can view all the active devices within the organization, with information like Device Id, Device Type etc.
- **4. Inactive Device :-** All the Inactive devices in the organization can also be viewed by the Nodal Officer.
- **5. Issued Device :-** A summary of the devices that have been issued can also be viewed. This summary includes details such as device type and number of devices.
- **6. Installed Device :-** A summary of all the installed devices can be viewed along with their status i.e. if they are active or inactive.
- **7. Dead Device :-** All devices that are not functional and are in dead status can be seen here.
- **Manage Employee:-**
 - This functionality helps to manage the new employee request, verify the employee, active/ inactive and transfer of the employee.
 - **1. Active Employee :-** All the Active employees will be visible here who are added in the devices. The Active employees can be deactivated and transferred using Employee detail tab given ahead of each employee name.
 - **2. In Active Employee :-** All employees who are rejected by Nodal from Verify Employee section will be visible here. Nodal officer can also activate and get the list of In-active employees.
 - **3. Verify Employee :-** All the employees who are registered with biometric devices very first time will show here with name, designation, office details; Nodal will verify or reject the employee here.
 - **4. Transfer Employee :-** Employee can be transferred from one office location to another office location.

Validity unknown Signature valid

Digitally signed by Mr. Anand Kumar
Designation : Analyst Cum
Programmer (Director)

Date: 2024.11.27 10:51:52 IST

Reason: Approved



Municipal Corporation Greater Jaipur

(Pt. Deendayal Upadhyay Bhawan Lalkothi, Tonk Road , Jaipur-15)

- **5. Other Reports :-**
 - Employee registered but never marked attendance since registration
 - No. of employees working less than 4 hrs excluding Saturday, Sunday and holidays.
 - Employees coming on Saturday, Sunday and holidays.
 - Employee division/section/zone/ward wise report.
 - Date and time wise reports.
 - Employee total stay hrs, In time average & Out time Average in a month
 - Employee Attendance by Attendance Id
 - Attendance report name wise
 - Attendance report designation wise
 - Repeated Late comers list
 - Attendance log of any employee
- **Note:** The users can click on the details tab and view the graphical representation of the employees daily in and out time. Clicking on register should allow the user to view the page where the presence, leaves, tours and holidays of the employee can be viewed. The details of his/her work hours can also be seen in terms of in-location of time, out-location with time, total number of in hours and status can be viewed by clicking on the details tab.
 - **Holidays:-**
 - Nodal officer should be able to add holidays in the system, if they are not already added or have been declared later.
 - **User Manager:-**
 - The nodal officer admin roles and adding a new user as a new admin can be managed from here.
 - **1. Add User:-** A new user can be added by nodal officer from here.
 - **2. Change Password:-** Password can be changed by nodal officer from here.
- Above mentioned software requirements are for brief introduction to what the software should work like, Nigam can identify new requirements and modifications in the software as per need at the time of Acceptance test, bidder will do such modifications in time then only software will be considered as Accepted.

Validity unknown Signature valid

Digitally signed by V. Anav Kumar
Designation : Analyst Cum
Programmer (Director)
Date: 2024.11.27 10:51:52 IST
Reason: Approved



Municipal Corporation Greater Jaipur

(Pt. Deendayal Upadhyay Bhawan Lalkothi, Tonk Road , Jaipur-15)

Sr. No.	Technical Specification for Different Items		
1.	Biometric Face and Finger Print Identification device	1. Display	5 inch touch screen color HD 720*1280
		2.Face Capacity	4000 or above
		3. Fingerprint	7000 or above
		4. CPU	Dual Core or above
		5. RAM	256M (Minimum)
		6. Camera	2 MP (Minimum)
		7. Communication port	TCP/IP, USB, WiFi
		8. SIM	4G and above
		9. GPS, Geo tagging	YES
		10. Verify method	Face recognition, Fingerprint, Card
		11. Log capacity	300000 or above
		12. Live Face detection	Yes
		13. Recorded video and photo rejection	Yes
		14. Operating Temperature	0-45°C
		15. Power Supply	12V, 2A/3A
		16. Identification mode	Auto Identification
		17. Identification time	3 sec or better
		18. Backup Battery	Yes
2	Casing	1. The Rugged casing should be inflexible, durable and of any tough material.	
		2. The casing should have wall mounting facility as well as handheld facility.	
3	Software	1. Front End	JAVA / ASP.Net
		2. Browser support	Chrome, Firefox, Edge
		3. OS compatibility	Windows 10 or above (32 bit and 64 bit)
		4. SDK	SDK support for at least Java. .Net, C/C++. The SDK should be compatible with all versions of Windows and Android Operating System

Validity unknown Signature valid

Digitally signed by V. Anav Kumar
Designation : Analyst Cum
Programmer (Director)

Date: 2024.11.27 10:51:52 IST
Reason: Approved

Annexure 09–Service Levels Agreement (SLA)

S. No	Measurement	Definition	Measurement Interval	Uptime/Availability	Impact	Penalty During contract period			Remarks
						Warranty		AMC	
						% Cost included	%	AMC charges included	
1	Each Biometric Device	Damage / Degradation / Non functioning	NA	Replaced / Refurbished / Rectified	Within 24 Hours*	NIL			The equipment is not rectified/replaced within 120 hours is considered as default and more than 10% of logged incidents failure occur in quarter then escalation for termination process can be initiated
					Within 72 Hours	1	Warranty cost mentioned in Financial sheet for the respective item under Active components	AMC charges mentioned in Financial sheet for the respective item under Active components	
					Within 96 Hours	2			
					Within 120 Hours	3			
					More than 120 Hours	5	5		

Note

2. The equipment should be replaced/rectified within 24 hours from the time of incident reporting.
3. The equipment is not rectified/replaced within 120 hours is considered as default and more than 10% of logged incidents failure occur in quarter then escalation for termination process can be initiated.

Validity unknown
Signature valid

Digitally signed by Vaibhav Kumar
Designation : Analyst Cum
Programmer (Dy. Director)
Date: 2024.11.21 10:51:52 IST
Reason: Approved

Annexure 10–Masked Financial Bid

Amount In Rs.

PART A					
S.No.	HW, SW Particulars	Qty (A)	Unit Rate (B) (GST not included)	Amount (A X B) =(C)	Total Amount (D)
1	Biometric Device, Installation cost. SIM charges and recharge, Casing	200	0.00	0.00	0.00
2	Software cost and Cloud sever cost	1	0.00	0.00	0.00
PART B					
S.No.	AMC Particulars	Qty (E)	Unit Rate (F) (GST not included)	Amount (E X F) =(G)	Total Amount (H)
1	Maintenance (2 Year onsite AMC)	200	0.00	0.00	0.00
Total Cost of Part A & Part B (D+H=I)					0.00

Note:

- GST will be paid extra on actuals as per rules.
- The cost quoted by the bidder for all the hardware should include 2 years warranty (to be recoded at OTC column) and 2 years AMC post warranty period.
- For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.
- The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.
- If the cost for any line item is indicated as zero then it will be assumed by the Nigam that the said item is provided to the Nigam without any cost.
- In the case of additional requirements desired by the Nigam in any category of said Biometric Devices over and above the quantity for which the Purchase Order is placed with a particular vendor then the maximum quantity which the Nigam can order would be as per RTPP rules. There will be no escalation in prices during the contract period.
- All Deliverables to be supplied as per RFP requirements provided in the tender.
- The Service Charges need to include all services and other half payment as mentioned in the RFP

Validity unknown Signature valid

Digitally signed by V. Praveen Kumar
 Designation: Other half payment as
 Programmer (Director)

Date: 2024.11.24 10:51:52 IST
 Reason: Approved



- i. Total cost of Part A and Part B in financial bid (i.e. (D+H=I)) will be calculated for the purpose of declaring L1 bidder
- j. The vendor has to make sure all the arithmetical calculations are accurate. Nigam will not be held responsible for any incorrect calculation show ever for the purpose of calculation nigam will take the corrected figures / cost.
- k. All prices to be in Indian Rupee (INR) only. Nigam will deduct applicable TDS, if any, as per the law of the land.
- l. Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. excluding GST. GST will be paid extra as per rules.
- m. Prices for optional component will be valid for a period of 2 years from the date of placing Purchase Order. Nigam will place order for these items at Nigam's discretion as per requirement. Cost of these Optional components will be considered for calculation purpose.
- n. ** Details to be provided for any Financial provided against "Any Other Charges". Nigam have discretion to mark these line items under any other charges if Nigam feels these items are not mandatory for the project. Cost of any other charges will be considered for cost calculation purpose however Nigam will place order for these items at Nigam's discretion as per requirement.
- o. All Quoted Financial Values should comprise of values only upto 2 decimal places. Nigam for evaluation purpose will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.
- p. Financial quote signed is final.

Financial Bid Submission on e-procurement portal:

- 1) Bidder needs to download the Financial bid excel file from e-procurement portal, fill their Financial quotes in available cells only, save the file and upload the same file to the e-procurement portal.

Further, we confirm that we will abide by all the terms & conditions mentioned above and in the tender document.

Authorized Signatory
Name:
Designation:
Vendor's Corporate Name

Validity unknownSignature valid

Digitally signed by V. Venav Kumar
Designation : Analyst Cum
Programmer (Director)
Date: 2024.11.27 10:51:52 IST
Reason: Approved



Annexure 11–Financial Bid

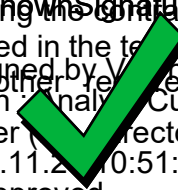
Amount in Rs.

PART A					
S.No.	HW, SW Particulars	Qty (A)	Unit Rate (B) (GST not included)	Amount (A X B) =(C)	Total Amount (D)
1	Biometric Device, Installation cost. SIM charges and recharge, Casing	200	0.00	0.00	0.00
2	Software cost and Cloud sever cost	1	0.00	0.00	0.00
PART B					
S.No.	AMC Particulars	Qty (E)	Unit Rate (F) (GST not included)	Amount (E X F) =(G)	Total Amount (H)
1	Maintenance (2 Year onsite AMC)	200	0.00	0.00	0.00
Total Cost of Part A & Part B (D+H=I)					0.00

Note:

- GST will be paid extra on actuals as per rules.
- The cost quoted by the bidder for all the hardware should include 2 years warranty (to be recoded at OTC column) and 2 years AMC post warranty period.
- For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.
- The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.
- If the cost for any line item is indicated as zero then it will be assumed by the Nigam that the said item is provided to the Nigam without any cost.
- In the case of additional requirements desired by the Nigam in any category of said Biometric Devices over and above the quantity for which the Purchase Order is placed with a particular vendor then the maximum quantity which the Nigam can order would be as per RTPP rules. There will be no escalation in prices during the warranty period.
- All Deliverables to be supplied as per RFP requirements provided in the tender.
- The Service Charges need to include all services and other requirement as mentioned in the RFP

Validity unknown
Signature valid
Digitally signed by V. Jay Kumar
Designation: Analyst Cum
Programmer (Director)
Date: 2024.11.27 10:51:52 IST
Reason: Approved



- i. Total cost of Part A and Part B in financial bid (i.e. (D+H=I)) will be calculated for the purpose of declaring L1 bidder
- j. The vendor has to make sure all the arithmetical calculations are accurate. Nigam will not be held responsible for any incorrect calculation show ever for the purpose of calculation nigam will take the corrected figures / cost.
- k. All prices to be in Indian Rupee (INR) only. Nigam will deduct applicable TDS, if any, as per the law of the land.
- l. Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. excluding GST. GST will be paid extra as per rules.
- m. Prices for optional component will be valid for a period of 2 years from the date of placing Purchase Order. Nigam will place order for these items at Nigam's discretion as per requirement. Cost of these Optional components will be considered for calculation purpose.
- n. ** Details to be provided for any Financial provided against "Any Other Charges". Nigam have discretion to mark these line items under any other charges if Nigam feels these items are not mandatory for the project. Cost of any other charges will be considered for cost calculation purpose however Nigam will place order for these items at Nigam's discretion as per requirement.
- o. All Quoted Financial Values should comprise of values only upto 2 decimal places. Nigam for evaluation purpose will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.
- p. Financial quote signed is final.

Financial Bid Submission on e-procurement portal:

- 2) Bidder needs to download the Financial bid excel file from e-procurement portal, fill their Financial quotes in available cells only, save the file and upload the same file to the e-procurement portal.

Further, we confirm that we will abide by all the terms & conditions mentioned above and in the tender document.

Authorized Signatory
Name:
Designation:
Vendor's Corporate Name

Validity unknownSignature valid

Digitally signed by V. Anav Kumar
Designation : Analyst Cum
Programmer (Director)
Date: 2024.11.27 10:51:52 IST
Reason: Approved



Annexure 12-Performance Guarantee

BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To
Commissioner
Nagar Nigam Greater
Jaipur
Jaipur(Rajasthan)

WHEREAS M/S (Name of Bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at , (Please provide complete address) (hereinafter referred to as "Bidder") was awarded a contract by Nagar Nigam Greater Jaipur (the Nigam) vide their Purchase Order no. dated (hereinafter referred to as "PO") for

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. Dated for (hereinafter referred to as "RFP"), the bidder is required to furnish a Performance Bank Guarantee issued by a Bank in India in your favour for Rs...../- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the Bidder has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Bidder, WE,a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act,1970/1980 having its Office at and a branch inter alia at..... India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and its address)through our local office at India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

Validity unknown
Signature valid
Digitally signed by V. Anav Kumar
Designation : Analyst Cum
Programmer (Director)
Date: 2024.11.24 10:51:52 IST
Reason: Approved



1. We do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs/- (Rupees only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs...../-.(Rupees only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and RFP.
2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the bidder has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Nigam shall be conclusive as regards the amount due and payable by us to you.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Bidder after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the bidder and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the bidder or any other forbearance, act or omission on your part or any indulgence by you to the bidder or any other act, matter or things whatsoever which under law

Validity unknownSignature valid

Digitally signed by V. Anav Kumar
 Designation : Analyst Cum
 Programmer (Director)

Date: 2024.11.27 10:51:52 IST

Reason: Approved



relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs./-(Rupees..... only) as aforesaid or extend the period of the guarantee beyond the said (date) unless expressly agreed to by us in writing.

5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the bidder.
6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the bidder from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
8. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing uncanceled and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. The Bank Guarantee shall not be affected by any change in the constitution of the bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the bidder shall have no claim against us for making such payment.

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Programmer (Director)
Date: 2024.11.27 10:51:52 IST
Reason: Approved



13. Notwithstanding anything contained herein above;
- a. our liability under this Guarantee shall not exceed Rs. /- (Rupees only)
 - b. this Bank Guarantee shall be valid and remain in force upto and including the date and
 - c. we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the day of, 20.....

For and on behalf of

Branch Manager
Seal and Address

NOTE:

1. **VENDOR SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG**
2. **STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN MUMBAI.**
3. **BRANCH NAME & ADDRESS: ICICI Bank, Nagar Nigam Jaipur, Rajasthan**
4. **IFSC CODE: ICIC0006755 .**
5. **VENDOR SHOULD ENSURE THAT THE BANK GUARANTEE SHOULD CONTAIN ALL TERMS & CONDITIONS AS PER THIS FORMAT. BANK GUARANTEE SUBMITTED WITH ANY RIDER OR DEVIATION TO THE STIPULATED TERMS & CONDITIONS WILL NOT BE ACCEPTED.**

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Designation : Analyst Cum
Programmer (Director)

Date: 2024.11.27 10:51:52 IST

Reason: Approved



Annexure 13 – Integrity Pact

PRE CONTRACT INTEGRITY PACT (TO BE STAMPED AS AN AGREEMENT)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20____,

Between

Nagar Nigam Greater Jaipur, having its Office at Pt. Deendayal Upadhyay Bhawan Lalkothi, Tonk Road, Jaipur-15 (hereinafter referred to as "Nigam"; which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns);

and

.....hereinafter referred to as "The Bidder"

Preamble

The Nigam intends to appoint/ select, under laid down organizational procedures, contract/ s for..... The Nigam values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s).

Section 1 - Commitments of Nigam

- 1) The Nigam commits itself to take all measures necessary to prevent corruption and to observe the following principles
 - a. No employee of the Nigam , personally or through family members , will in connection with the tender for , or the execution of a contract, demand ; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.
 - b. The Nigam will, during the tender process treat all Bidder(s) with equity and reason. The Nigam will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Nigam will make endeavor to exclude from the selection process all known prejudiced persons.

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Designation : Analyst Cum
Programmer (Director)

Date: 2024.11.27 10:51:52 IST

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Section 2 - Commitments of the Bidder(s)

- 1) The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
 - a. The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Nigam's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Nigam as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Nigam is entitled to disqualify the Bidder(s) from the tender process or take action as per law in force.

Section 4 - Compensation for Damages

- 1) If the Nigam has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Nigam is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Nigam has terminated the contract according to Section 3, or if the Nigam is entitled to terminate the contract according to Section the Nigam shall be entitled to demand and recover from the Bidder liquidated damages of the amount equivalent to Performance Bank Guarantee.

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Programmer (Director)
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Section 5 - Previous transgression

- 1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders / Subcontractors

- 1) In case of Sub-contracting, the Principal Contractor (Bidder) shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- 2) The Nigam will enter into agreements with identical conditions as this one with all Bidders.
- 3) The Nigam will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) /Subcontractor(s)

If the Nigam obtains knowledge of conduct of a Bidder or Subcontractor, or of an employee or a representative or an associate of a Bidder or Subcontractor which constitutes corruption, or if the Nigam has substantive suspicion in this regard, the Nigam will inform the same to the competent authority.

Section 8 - Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section 10 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the selected Bidder till the contract period, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Nigam.

Section 11 - Other provisions

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Jaipur city(Rajasthan).

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- 2) Changes and supplements as well as termination notices need to be made in writing.
- 3) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

 (For & On behalf of the Nigam)
 (Office Seal)

 (For & On behalf of Bidder/Contractor)
 (Office Seal)

Place -----

Date -----

Witness 1:
 (Name & Address)

Witness 2:
 (Name & Address)

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 Programmer (Director)

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Annexure 14 - Bill of Quantity and Make & Models

S No	Hardware/SW Particulars and others	Qty	Specification	Make & Models

Please Note-

- a) For each of the above items provided the vendor is required to provide as per the specification mentioned in [Annexure 08](#).
- b) The vendor is required to provide the Make & Models for each of the above line items.
- c) BOM of Biometric devices shall provide four years of support including 2 years warranty and 2 years AMC period from the date of successful verification of Acceptance test.

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Digitally signed by Vaibhav Kumar
 Designation : Analyst Cum
 Programmer (Dy. Director)

Date: 2024.11.21 10:51:52 IST

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Annexure 15 - Bank Guarantee for early release of retention money

BANK GUARANTEE (FORMAT OF BANK GUARANTEE)

To
Commissioner
Nagar Nigam Greater
Jaipur
Jaipur (Rajasthan)

Dear Sir,

WHEREAS (Name of Vendor) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at, (Please provide complete address) (hereinafter referred to as "Vendor") was awarded a contract by Nagar Nigam Greater Jaipur (Nigam) vide their Purchase Order no. dated (hereinafter referred to as "PO") for

<details of equipment that supplied to be filled in table>

and it has been agreed that a payment of Rs./- (Rupeesonly) will be made to the vendor representing balance 15% of the consideration amount against the security of a Bank Guarantee from a Scheduled Commercial Bank.

2. Now this deed of guarantee witnesseth that in consideration of Nigam agreeing to release a sum of Rs./- (Rupees only) representing balance 15% of the consideration amount payable to the vendor in terms of, the said agreement, we (Bank) having our head office at and amongst other places, a branch at (hereinafter referred to as the guarantor) do hereby expressly, irrevocably and unreservedly agree and undertake that :

a) In the event of vendor committing breach of any of the undertakings or committing default in fulfilling any obligation arising out of said agreement, we (bank) shall on demand, pay Nigam without any demur Rs./- (Rupees

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Programmer (Director)
Date: 2024.11.27 10:51:52 IST
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..... only) and notwithstanding any right the vendor may have against Nigam or any disputes raised by the vendor or any suit or proceedings pending in any competent Court of Law in India or otherwise or before any arbitrator, and Nigam's written demand shall be conclusive evidence to us that such amount is payable by us under the said contract and shall be binding in all respects on the Guarantor.

3. The Guarantor shall not be discharged or released from the aforesaid undertaking and guarantee by any agreement, variations made between Nigam and the vendor, indulgence shown to the vendor by Nigam, with or without the consent and knowledge of the Guarantor or by any alterations in the obligations of the vendor by any forbearance whether as to payment, time performance or otherwise.

4. (a) This guarantee shall remain valid until (date which is 3 months after expiry of warranty period), or until discharged by Nigam in writing.

(b) This guarantee shall be a continuing guarantee and shall not be revocable except with the previous written consent of Nigam and save as aforesaid it will be in force until the vendor complies with its obligations hereunder.

(c) This Guarantee shall not be affected by any change in the constitution of the vendor by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

5. In order to give effect to this guarantee, Nigam will be entitled to act as if the guarantor were the principal debtor and the guarantor hereby waives all and any of its rights of suretyship.

6. This guarantee shall continue to be in force notwithstanding the discharge of the vendor by operation of law and shall cease only on payment of the full amount by the guarantor to Nigam of the amount hereby secured.

7. This Guarantee shall be in addition to and not in substitution for any other guarantee or security for the vendor given or to be given to Nigam in respect of the said contract.

8. Any notice by way of request and demand or otherwise hereunder may be sent by post or any other mode of communication to the guarantor's address as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course by post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of Nigam that the envelope was so posted shall be conclusive.

9. These presents shall be governed by and construed in accordance with Indian Law. Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs./- (Rupees only) This Bank Guarantee shall be valid up to (date which is 3 months after expiry of warranty period) and

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Programmer (Director)

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b) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____(three months after the date of expiry of the warranty period).

c) The guarantor has under its constitution powers to give this guarantee and Shri. (signatories) Officials / Managers of the Bank who has/have signed this guarantee has/have powers to do so.

Dated this day of..... 2024 at

For and on behalf of.....

Authorised Signatoryin favour of the Bank

Designation

Validity unknownSignature valid

Digitally signed by V. Anav Kumar
Designation : Analyst Cum
Programmer (Director)
Date: 2024.11.27 10:51:52 IST
Reason: Approved



Tender Inviting Authority: ANALYST-CUM-PROGRAMMER (DEPUTY DIRECTOR)

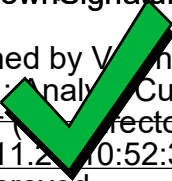
Name of Work: INVITATION TO SUPPLY, INSTALLATION & MAINTENANCE OF BIOMETRIC FACE AND FINGERPRINT IDENTIFICATION DEVICES FOR DAILY ATTENDANCE OF EMPLOYEES OF NAGAR NIGAM GREATER JAIPUR (RAJASTHAN)

Contract No: ANALYST-CUM-PROGRAMMER (DEPUTY DIRECTOR)/2024-25/05

Name of the Bidder/ Bidding Firm / Company :					
PRICE SCHEDULE (PART-A)					
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)					
NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	HW, SW Particulars	Qty (A)	Unit Rate (B) (GST not included)	TOTAL AMOUNT (A X B) = (D)	TOTAL AMOUNT In Words
1	2	3	4	5	6
1	Biometric Device, Installation cost, SIM charges and recharge, Casing	200		0.00	INR Zero Only
2	Software cost and Cloud sever cost	1		0.00	INR Zero Only
3	<p>Note : (a.) GST will be paid extra on actuals as per rules. (b.) The cost quoted by the bidder for all the hardware should include 2 years warranty (to be recoded at OTC column) and 2 years AMC post warranty period. (c.) For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM. (d.) The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity. (e.) If the cost for any line item is indicated as zero then it will be assumed by the Nigam that the said item is provided to the Nigam without any cost. (f.) In the case of additional requirements desired by the Nigam in any category of said Biometric Devices over and above the quantity for which the Purchase Order is placed with a particular vendor then the maximum quantity which the Nigam can order would be as per RTPP rules. There will be no escalation in prices during the contract period. (g.) All Deliverables to be supplied as per RFP requirements provided in the tender (h.) The Service Charges need to include all services and other requirement as mentioned in the RFP (i.) Total cost of Part A and Part B in financial bid (i.e. (D+H=I)) will be calculated for the purpose of declaring L1 bidder (j.) The vendor has to make sure all the arithmetical calculations are accurate. Nigam will not be held responsible for any incorrect calculation show ever for the purpose of calculation nigam will take the corrected figures / cost. (k.) All prices to be in Indian Rupee (INR) only. Nigam will deduct applicable TDS, if any, as per the law of the land. (l.) Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. excluding GST. GST will be paid extra as per rules. (m.) Prices for optional component will be valid for a period of 2 years from the date of placing Purchase Order. Nigam will place order for these items at Nigam's discretion as per requirement. Cost of these Optional components will be considered for calculation purpose. (n.) ** Details to be provided for any Financial provided against "Any Other Charges". Nigam have discretion to mark these line items under any other charges if Nigam feels these items are not mandatory for the project. Cost of any other charges will be considered for cost calculation purpose however Nigam will place order for these items at Nigam's discretion as per requirement. (o.) All Quoted Financial Values should comprise of values only upto 2 decimal places. Nigam for evaluation purpose will consider validity upto 2 decimal places only. (p.) All Quoted Financial Values should ignore all figures beyond 2 decimal places. p. Financial quote signed is final.</p>				
Total in Figures				0.00	INR Zero Only
Quoted Rate in Words					INR Zero Only



Digitally signed by V. Nav Kumar
 Designation : Analyst Cum
 Programmer (Deputy Director)
 Date: 2024.11.27 10:52:33 IST
 Reason: Approved



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Tender Inviting Authority: ANALYST-CUM-PROGRAMMER (DEPUTY DIRECTOR)

Name of Work: INVITATION TO SUPPLY, INSTALLATION & MAINTENANCE OF BIOMETRIC FACE AND FINGERPRINT IDENTIFICATION DEVICES FOR DAILY ATTENDANCE OF EMPLOYEES OF NAGAR NIGAM GREATER JAIPUR (RAJASTHAN)

Contract No: ANALYST-CUM-PROGRAMMER (DEPUTY DIRECTOR)/2024-25/05

Name of the Bidder/ Bidding Firm / Company :					
PRICE SCHEDULE (PART-B)					
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)					
NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	AMC Particulars	Qty (E)	Unit Rate (F) (GST not included)	TOTAL AMOUNT (E x F) = (H)	TOTAL AMOUNT In Words
1	2	3	4	5	6
1	Maintenance (2 year onsite AMC)	200		0.00	INR Zero Only
3	<p>Note : (a.) GST will be paid extra on actuals as per rules. (b.) The cost quoted by the bidder for all the hardware should include 2 years warranty (to be recoded at OTC column) and 2 years AMC post warranty period. (c.) For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM. (d.) The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity. (e.) If the cost for any line item is indicated as zero then it will be assumed by the Nigam that the said item is provided to the Nigam without any cost. (f.) In the case of additional requirements desired by the Nigam in any category of said Biometric Devices over and above the quantity for which the Purchase Order is placed with a particular vendor then the maximum quantity which the Nigam can order would be as per RTPP rules. There will be no escalation in prices during the contract period. (g.) All Deliverables to be supplied as per RFP requirements provided in the tender (h.) The Service Charges need to include all services and other requirement as mentioned in the RFP (i.) Total cost of Part A and Part B in financial bid (i.e. (D+H=I)) will be calculated for the purpose of declaring L1 bidder (j.) The vendor has to make sure all the arithmetical calculations are accurate. Nigam will not be held responsible for any incorrect calculation show ever for the purpose of calculation nigam will take the corrected figures / cost. (k.) All prices to be in Indian Rupee (INR) only. Nigam will deduct applicable TDS, if any, as per the law of the land. (l.) Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. excluding GST. GST will be paid extra as per rules. (m.) Prices for optional component will be valid for a period of 2 years from the date of placing Purchase Order. Nigam will place order for these items at Nigam's discretion as per requirement. Cost of these Optional components will be considered for calculation purpose. (n.) ** Details to be provided for any Financial provided against "Any Other Charges". Nigam have discretion to mark these line items under any other charges if Nigam feels these items are not mandatory for the project. Cost of any other charges will be considered for cost calculation purpose however Nigam will place order for these items at Nigam's discretion as per requirement. (o.) All Quoted Financial Values should comprise of values only upto 2 decimal places. Nigam for evaluation purpose will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places. p. Financial quote signed is final.</p>				
Total in Figures				0.00	INR Zero Only
Quoted Rate in Words				INR Zero Only	

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 Programmer (Deputy Director)
 Date: 2024.11.25 10:52:33 IST
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