



**Department of Agriculture, Animal Husbandry & Co-operative  
Government of Jharkhand**

**Request for Proposal (RFP) for  
Procurement of Hardware  
equipment's for PACS**

**RFP Reference No.: 945(5) Dated 18-04-2023**

**Issued by**

**Office of the Registrar, Co-operative Societies  
3<sup>rd</sup> Floor, Pashupalan Evam Sahkarita Bhawan,  
Hesag, Hatia, Ranchi-834003.**

**Contact No.: 0651-2290444**

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## **Disclaimer**

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Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Office of the Registrar, Co-operative Societies, Government of Jharkhand accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed here.

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## Glossary

<b>Abbreviations and Acronyms</b>	<b>Description</b>
<b>AMC</b>	Annual Maintenance Contract
<b>BOM/BOQ</b>	Bill Of Material/Quantity
<b>CA</b>	Contract Agreement
<b>COTS</b>	Commercial Off The Shelf Product
<b>EMD</b>	Earnest Money Deposit
<b>FMS</b>	Facilities Management Service Provider
<b>IA</b>	Implementation Agency
<b>IP</b>	Intellectual Property
<b>ISO</b>	International Organisation of Standardization
<b>IT</b>	Information Technology
<b>LAN</b>	Local Area Network
<b>MIS</b>	Management Information System
<b>RCS</b>	Registrar, Co-operative Societies
<b>O&amp;M</b>	Operation and Maintenance
<b>OEM</b>	Original Equipment Manufacturer
<b>OS</b>	Operating System
<b>PACS</b>	Primary Agricultural Credit Societies
<b>PAN</b>	Permanent Account Number
<b>PBG</b>	Performance Bank Guarantee
<b>PC</b>	Personal Computer
<b>RFP</b>	Request For Proposal

## **BID NOTICE FOR PROCUREMENT OF HARDWARE EQUIPMENT'S FOR PACS**

### **OFFICE OF THE REGISTRAR, CO-OPERATIVE SOCIETIES GOVT. OF JHAKRHAND**

No. \_\_\_\_\_ Dated \_\_\_\_\_

Office of the Registrar, Co-operative Societies, Jharkhand invites bids for the work mentioned below. The RFP document can be downloaded from [www.cooperative.jharkhand.gov.in](http://www.cooperative.jharkhand.gov.in) or GeM Portal.

Bidders should have valid Digital Signature Certificate (DSC) obtained from any licenced Certifying Authorities (CA). Interested Bidders should follow the "Manuals" available on [www.cooperative.jharkhand.gov.in](http://www.cooperative.jharkhand.gov.in).

The Pre-qualification, technical and commercial bids shall be submitted online through GeM Portal up to the end date & time mentioned below.

<b>Sr. No.</b>	<b>Description</b>	<b>RFP fee/if applicable</b>	<b>EMD (Earnest Money Deposit)</b>	<b>Start date &amp; Time for online Bid Downloading</b>	<b>End date &amp; Time for online Bid Submission</b>
1	Procurement of Hardware equipment's for PACS	Rs. 5000	Rs. 2000 per PACS quoted	19.04.2023	05.05.2023

Note: Last date for online payment of Earnest money Deposit (EMD) is on or before due date & time prescribed.

The pre-bid meeting will be held on 25-04-2023 at 3:00 PM, venue of the same is at Office of the Registrar, Co-operative Societies, 3<sup>rd</sup> Floor, Pashupalan And Sahkarita Bhawan, Hesag, Hatia, Ranchi-834003. The prospective bidder(s) should submit their suggestions/observations, if any, in writing / email minimum 2 days before Pre-bid meeting. Only suggestions / observations received in writing/email will be discussed and clarified in pre-bid meeting and any modification of the RFP documents, which may become necessary as a result of pre-bid meeting, shall be made by Office of the Registrar, Co-operative Societies exclusively through the issue of an addendum/corrigendum. The RFP uploaded shall be read along with any modification. Authorized representatives of prospective



bidder(s) can attend the said meeting and obtain clarification regarding specifications, works & RFP conditions.

The RFP document is available on [www.cooperative.jharkhand.gov.in](http://www.cooperative.jharkhand.gov.in) and GeM portal along with this Bid notice. However, the bidder shall have to pay "RFP Fee" in the form of bank draft issued by any commercial bank in the favour of Registrar, Co-operative Societies, Jharkhand before uploading the RFP proposal in GeM portal.

The bidder shall have to pay EMD in the form of bank guarantee issued by any commercial bank in the favour of Registrar, Co-operative Societies, Jharkhand.

Note: - RFP Fee and EMD should be submitted to the Office of Registrar Co-operative Societies, Jharkhand in original as per the Schedule mentioned in this RFP document.

The Authority Office of the Registrar, Co-operative Societies, Jharkhand shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

The Office of the Registrar, Co-operative Societies, Jharkhand reserves the right to reject all or any of the bid(s) without assigning any reason at any stage.

Bidders shall note that any corrigendum issued regarding this bid notice/RFP will be published on the portal only. No corrigendum will be published in the local newspapers.

**Sd/-**  
**Deputy Registrar**  
**Co-operative Societies, Jharkhand**

## **RFP Schedule**

<b>S. No.</b>	<b>Particular</b>	<b>Details</b>
1.	Start date of sale of RFP document	19.04.2023
2.	Last date for Submission of Queries	23.04.2023 & 03:00 PM
3.	Pre-Bid Conference	25.04.2023 & 03:00 PM
4.	Last date for submission of RfP Fee and EMD	05.05.2023 & 03:00 PM
5.	Last date and time for RFP Submission	05.05.2023 & 03:00 PM
7.	Date and time for opening of Pre-Qualification and Technical bids	05.05.2023 & 04:00 PM
8.	Date and time for opening of Commercial bids	Will be communicated later
9.	Venue for Pre-bid Conference/Bid Opening	Office of the Registrar, Co-operative Societies, 3 <sup>rd</sup> Floor, Pashupalan And Sahkarita Bhawan, Hesag, Hatia, Ranchi-834003.

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## 1. Fact Sheet

Clause Reference	Topic
<b>Commercial Bid Evaluation</b>	The method of selection is: L1
<b>Downloading RFP Document</b>	RFP can be downloaded from <a href="http://www.cooperative.jharkhand.gov.in">www.cooperative.jharkhand.gov.in</a> and GeM portal.  However, in this case, the Bidders are required to pay the RFP fee of ₹ 5000.00 in the form of bank draft issued by any commercial bank in favour of Registrar, Co-operative Societies, Jharkhand.
<b>Earnest Money Deposit (EMD)</b>	Bidders are required to pay the EMD of ₹ 2000.00 per PACS quoted in the form of Bank Guarantee in the form of issued by any commercial bank in favour of Registrar, Co-operative Societies, Jharkhand.
<b>Scope of Work</b>	Procurement is for services linked to Supply and Maintenance of Hardware equipment's and OEM warranty for period of 5 years.
<b>Minimum quantity of supply</b>	Supply to minimum 100 PACS to be made by the successful bidder (s). Orders to more than one bidder, who have qualified in technical evaluation and product demonstration, would be placed on L1 rate.
<b>Pre-bid meeting and clarifications</b>	A pre-Bid meeting will be held on 25.04.2023, 3:00 PM at Office of the Registrar, Co-operative Societies, 3 <sup>rd</sup> Floor, Pashupalan And Sahkarita Bhawan, Hesag, Hatia, Ranchi-834003.  The name, address, and telephone numbers of the Nodal Officer is:  Name : Kumod Kumar  Designation : Assistant Registrar, Co-operative Societies  Address : 3 <sup>rd</sup> Floor, Pashupalan And Sahkarita Bhawan, Hesag, Hatia, Ranchi-834003.  Phone : 0651-2290444  E-mail : <a href="mailto:jharkhand.coopregistrar@gmail.com">jharkhand.coopregistrar@gmail.com</a>  Clarifications may be requested through written communication / e-mail two days before the pre- bid meeting date.
<b>Language</b>	Proposals should be submitted in the English language only.
<b>Taxes</b>	The bidder must quote inclusive of all taxes. It is clearly understood that Office of the Registrar, Co-operative Societies, Jharkhand will not bear any additional liability towards payment of any Taxes & Duties.  Rates accepted by Office of the Registrar, Co-operative Societies, Jharkhand shall hold good till completion of work and no additional individual claim

	shall be admissible on account of fluctuations in market rates, increase in taxes/ any other levies/ tolls etc. except that payment/ recovery for overall market situation shall be made as per price variation. The bidder must quote price in Indian Rupees (₹) only.
<b>Bid Validity</b>	Proposals must remain valid till 180 days after the submission date.
<b>Submission of Responses</b>	Bidders must upload and submit all the documents on the GeM portal, as per the folder structure specified on the portal. <i>Each of the above documents must be uploaded in the format specified for this purpose.</i>
<b>Submission of Proposals</b>	This is online process; interested bidders are required to submit the proposal online only by the date and time specified for the RFP. No physical copies will be entertained from the bidders.
<b>Last Date of Submission</b>	Proposals submitted after 05-05-2023, 03:00 PM will not be accepted by the GeM portal.

## 1. Background Information

### 1.1. Basic Information

- A.** Purchaser invites responses (“Bids”) to this Request for Proposals (“RFP”) from OEMs Agencies/authorized hardware suppliers (“Bidders”) for the provision of Hardware as described in relevant Section of this RFP, “Scope of Work” (“Hardware supply”). Office of the Registrar, Co-operative Societies, Jharkhand is the Purchaser for this procurement competition (“the Purchaser”).
- B.** Any contract that may result from this RFP Process will be issued for a term of 5 year (“the Term”) which would include the hardware supply, warranty and maintenance support.
- C.** Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

### 1.2. Project Background

The Office of the Registrar, Co-operative Societies, Jharkhand aspires to transform PACS in Jharkhand State. It envisages to computerise 1500 PACS in the Jharkhand State initially to ensure transparency, digitisation, quality of services and making cooperatives the backbone of rural development. The RFP aims to procure hardware required to support the vision of Computerisation of PACS.

### 1.3. About the department

The Office of the Registrar Co-operative Societies, Jharkhand is the nodal office to promote co-operative activities and Co-operative Societies in the state.

## 2. Instructions to the Bidders

### 2.1. General

- A.** While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the SI support required. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- B.** All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the purchaser on the basis of this RFP
- C.** No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the purchaser. Any notification of preferred Bidder status by the purchaser shall not give rise to any enforceable rights by the Bidder. Purchaser reserves rights to cancel this procurement at any time without any notice and reason.
- D.** This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

### 2.2. Compliant Bids / Completeness of Response

- A.** Bidders are advised to study all instructions, forms, terms, requirements, appendices, and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.



- B.** Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
  - I. Comply with all requirements as set out within this RFP.
  - II. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
  - III. Include all supporting documentations specified in this RFP

### 2.3. Code of Integrity

- A.** No official of a procuring entity or a bidder shall act in contravention of the codes which includes
  - I. Prohibition of
    - a. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
    - b. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
    - c. Any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness, and the progress of the procurement process.
    - d. Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
    - e. Any financial or business transactions between the bidder and any official of the procuring entity related to RFP or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
    - f. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
    - g. Obstruction of any investigation or auditing of a procurement process.
    - h. Making false declaration or providing false information for participation in a bidding process or to secure a contract.
  - II. Disclosure of conflict of interest.
  - III. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.
- B.** In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

### 2.4. Pre-bid Meeting & Clarifications

- A. Bidders' queries**
  - I. Purchaser shall hold a pre-bid meeting with the prospective Bidders on 25-04-2023 & 3:00 PM at the Office of the Registrar, Co-operative Societies, 3<sup>rd</sup> Floor, Pashupalan And Sahkarita Bhawan, Hesag, Hatia, Ranchi-834003
  - II. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to Office of the Registrar, Co-operative Societies, Jharkhand by email two days before the Pre-bid meeting date and time.

III. The queries should necessarily be submitted in the following format:

Sr. No.	RFP Document Reference (Section)	RFP Document Reference (Sub-section)	RFP Document Reference (s) (RFP Page number)	Content of RFP requiring clarification(s)	Point of clarifications
1					
2					
3					
4					
5					
6					

IV. Purchaser shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.

**B. Responses to Pre-bid queries and Issue of Corrigendum**

- I. Purchaser will endeavour to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by the Bidders.
- II. At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- III. The Corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the website from [www.cooperative.jharkhand.gov.in](http://www.cooperative.jharkhand.gov.in) and GeM portal.
- IV. Any such corrigendum shall be deemed to be incorporated into this RFP.
- V. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, purchaser may, at its discretion, extend the last date for the receipt of Proposals.

**2.5. Key Requirements of the Bid**

**A. Right to Terminate the Process**

- I. Purchaser may terminate the RFP process at any time and without assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- II. This RFP does not constitute an offer by Purchaser. The Bidder's participation in this process may result Purchaser selecting the Bidder to engage towards execution of the contract.

**B. RFP Document Fee**

- I. The prospective bidders and access and download RFP documents from [www.cooperative.jharkhand.gov.in](http://www.cooperative.jharkhand.gov.in) and GeM portal.
- II. The RFP fees (as mentioned in the Fact Sheet) should be paid in the form of bank draft issued by any commercial bank in favour of Registrar, Co-operative Societies, Jharkhand. Proposals received without or with inadequate RFP Document fees shall be rejected.

**C. Earnest Money Deposit (EMD)**

*[To safeguard against a bidder's withdrawing or altering its bid during the bid validity period in the case of advertised or limited tender enquiry, Bid Security (also known as Earnest Money) is to be obtained from the bidders]*

- I. Bidders shall pay, along with their Bids, EMD amount as mentioned in Fact Sheet, and it shall be paid in the form of Bank Guarantee favouring the RFP inviting authority.
- II. In case a bid is submitted without the EMD as mentioned above then purchaser reserves the right to reject the bid without providing opportunity for any further correspondence to the Bidder concerned.
- III. The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- IV. EMD of the successful bidder will be discharged when the bidder has signed the contract and furnished the required Security Deposit/PBG as per format and after supply and installation of equipment(s).
- V. The EMD may be forfeited in any of the following cases:
  - a. If a Bidder withdraws its bid or increases its quoted prices during the period of bid validity or its extended period, if any
  - b. In the case of a successful Bidder, if the Bidder fails to sign the Contract or to furnish Security Deposit/PBG within specified time in accordance with the format given in this bid document
  - c. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization
  - d. During the bid process, if any information is found wrong / manipulated / hidden in the bid.
- VI. The decision of purchaser regarding forfeiture of the EMD and rejection of bid shall be final and shall not be called upon question under any circumstances.
- VII. No rejections and forfeiture shall be done in case of curable defects. For non-curable defects the 10% of EMD shall be forfeited and bid will be liable for rejection.

**Note:**

1. **Curable Defect** shall mean shortfalls in submission such as:
  - a. Non-submission of following documents,
    - i. Valid Registration Certificate.
    - ii. Valid Bank Solvency
    - iii. Tax Registration Certificate (/GST)
    - iv. Certified Copies of PAN documents and photographs of individuals, owners, etc
    - v. Partnership Deed and any other documents, wherever applicable
    - vi. Undertakings as mentioned in the RFP document.
  - b. No proper submission of experience certificates and other documents, etc.
2. **Non-curable Defect** shall mean
  - a. In-adequate submission of EMD amount,
  - b. In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the RFP.

VIII. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) having valid UDYAM Registration Certificate with Udyog Aadhar Memorandum (UAM) Number are exempted from submission of EMD.

**D. Submission of Responses**

- I. Bidders should submit their responses as per the procedure specified in the manuals published on GeM portal being used for this purpose. Generally, the items to be uploaded on the portal would include all the related documents mentioned in this Model RFP, such as:
  - a. RFP Fee Receipt/if applicable
  - b. EMD Receipt
  - c. Pre-qualification response
  - d. Technical Proposal & Financial Proposal
  - e. Additional certifications/documents eg. Power of Attorney, CA certificates on turnover, Previous work order, Past project completion certificate from client/statutory auditors, etc .
- II. However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified folder structure in the GeM Portal.
- III. The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted (freezed) within the submission timelines. The Purchaser will in no case be responsible if the bid is not submitted online within the specified timelines.
- IV. All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.
- V. Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal.

**E. Authentication of Bids**

A Proposal should be accompanied by a power-of-attorney / Authorization in the name of the signatory of the Proposal. Copy of the same should be uploaded under the relevant section/folder on the e-Tender portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

**2.6. Preparation and Submission of Proposal**

**A. Proposal Preparation Costs**

- I. The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
- II. Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**B. Language**

The Proposal should be filled by the Bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same

in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

**C. Venue & Deadline for Submission of Proposals**

The response to RFPs must be submitted on the GeM portal by the date and time specified in RFP Schedule for the RFP. Any proposal submitted on the portal after the mentioned deadline will not be accepted and hence shall be automatically rejected. Purchaser shall not be responsible for any delay in the submission of the documents.

**D. Late Bids**

- I. Bids submitted after the due date will not be accepted by the e-Tender system (GeM Portal) and hence will automatically be rejected. The Purchaser shall not be responsible for any delay in the online submission of the proposal
- II. Bids submitted by telex/telegram/fax/e-mail/post etc. shall not be considered. No correspondence will be entertained on this matter.

**E.** Outsourcing and Subcontracting is not allowed at any stage of the project.

**F.** OEM/Bidder must provide Escalation Matrix of Telephone Numbers for Service Support.

**G.** Preference to Make in India products (For bids < 200 Crore) Along with Factory License: Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 04.06.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause, what so ever applicable.

**H.** Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

**I. For Desktop**

- I. Desktop OEM ISO: OEM should have ISO 9001, ISO14001, ISO20001 & ISO 27001
- II. OEM Eligibility Criteria: Bid specific Microsoft authorization for factory pre-loaded OS.
- III. Factory Pre-loaded Microsoft Windows 11 Professional (64-bit) license in each PC must be supplied. USB/Cloud (online) based OS Recovery Media to be supplied with each set. Declaration letter from OEM that certifies installation of Genuine OS must be provided. Certificate should be signed by OEM personnel having Signatory Authority with valid Power of Attorney.

- IV. Post supply declaration from OEM mentioning Serial No and License Key is required along with the Invoices.
- V. OEM should be IDC Top 5 Desktop manufacturer from last quarters, IDC report needs to be submitted
- VI. OEM should have registered office in India from last 15 years, mandatory document needs to be attached with the bid
- VII. Desktop, Keyboard, Mouse & Monitor should be from the same OEM

**E. For UPS**

- I. Manufacturer should be ISO 9001: 2000, ISO 14001 and ISO 45001 certified
- II. OEM should have own call centre for Service support, no third party / outsourced arrangement. OEM turnover should be more than 500Cr.
- III. OEM should have 3 years profitable business, need CA certificate with licence number. UPS should meet ROHS standards
- IV. Offered product should be OEM own designed, developed & manufactured ( outsourced manufactured products not allowed)
- V. OEM should have certificate of incorporation in India for >10 years under same entity name
- VI. OEM should have manufacturing & product capability to produce >1MW of standalone capacity UPS system and have been supplying to customer in India under Make in India initiative.

**2.7. Evaluation Process**

**A. Evaluation**

- I. Purchaser will evaluate the responses of the Bidders.
- II. Purchaser shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- III. The decision of the Purchaser in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Purchaser.
- IV. The Purchaser may ask for meetings with the Bidders to seek clarifications on their proposals.
- V. The Purchaser reserves the right to reject any or all proposals on the basis of any deviations.
- VI. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- VII. If it is found that the Bidder has not submitted required documents as per Pre-Qualification folder (Packet-A) or Technical Folder (Packet-B) then the Bidder shall be intimated to comply with the said documents within 3 days from the intimation from Purchaser (through email), otherwise 10 % EMD will be forfeited and/or the proposal will be treated as non-responsive.
- VIII. Purchaser reserves the right to accept or reject any or all the Bids without assigning any reason. Moreover, if no intimation is provided by purchaser, then the documents submitted cannot be deemed as accepted.

**B. Bid Opening**

- I. The Proposals submitted up to due date and time will be opened on Date & time mentioned in RFP Schedule by Purchaser or any other officer authorized by

Purchaser, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

- II. The representatives of the Bidders should be advised to carry the identity card or a letter of authority from the bidding firms to identify their bonafides for attending the opening of the proposal.

**C. Bid Validity**

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of bid.

**D. Bid Evaluation**

- I. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;
  - a. Are not submitted in as specified in the RFP document
  - b. Received without the Letter of Authorization / Power of Attorney
  - c. Are found with suppression of details
  - d. With incomplete information, subjective, conditional offers and partial offers submitted
  - e. Submitted without the documents requested in the checklist (Appendix I, II, III)
  - f. Have non-compliance of any of the clauses stipulated in the RFP
  - g. With lesser validity period
- II. All responsive Bids will be considered for further processing as below.
  - a. Purchaser will prepare a list of responsive/eligible Bidders, who comply with all the Terms and Conditions of the RFP. All eligible bids will be considered for further evaluation according to the Evaluation process define in this RFP document. The decision of the Purchaser will be final in this regard.

**2.8. Right of Publicity**

Any publicity by the Bidder in which the name of Purchaser is to be used should be done only with the explicit written permission of NABARD/State Government.

**3. Criteria for Evaluation**

**3.1. Pre-Qualification (PQ) / Eligibility Criteria**

Sr. No.	Basic Requirement	Specific Requirement	Documents required
1	<b>Legal Entity</b>	The Bidder should be a Company registered under the Companies Act, 1956/ Partnership firms registered under the Indian Partnership Act, 1932/Partnership firms registered under Limited Liability Partnerships (registered under LLP Act, 2008).  Also, the company should be registered with valid GST no. & having PAN & IT return of last 3	Certificates of incorporation / Partnership Deed  Registration Certificates, PAN Copy and other supporting documents.

Sr. No.	Basic Requirement	Specific Requirement	Documents required
		financial years .	
2	<b>Average Sales Turnover in Hardware Sales &amp; Maintenance services</b>	Annual average Turnover of the bidders for last three financial years (FY 2019-20, FY 2020-21, FY 2021-22) should have a minimum of ₹ 1 crore for 100 PACS that is <b>generated from Hardware supply</b> and their associated maintenance services, packaged software etc. Annual turnover of the Bidders who have quoted for more than 100 PACS shall be calculated in the multiples of 100 PACS (i.e. for Rs. 2 crores for 200 PACS quoted, 3 crores for 300 PACS quoted etc.)	Extracts from the audited Balance sheet and Profit & Loss; <b>and</b> Certificate from the statutory auditor
3	<b>Net Worth</b>	The net worth of the bidder in the last three financial years (FY 2019-20, FY 2020-21, FY 2021-22) should be positive.	CA Certificate with CS's registration number/seal indicating net worth of the firm.
4	<b>Technical Capability</b>	Bidder must have successfully undertaken at least the following numbers IT Hardware supply and associated maintenance services of value specified herein during last three financial years (FY 2019-20, FY 2020-21, FY 2021-22), as per Meity Guidelines, A) One project of similar nature costing not less than the amount equal to Rs. 1 Crores for 100 PACS quoted. For the bidders who have quoted for more than 100 PACS, value of supply and services shall be calculated in the multiples of 100 PACS (i.e. Rs. 2 crores for 200 PACS quoted, 3 crores for 300 PACS quoted etc.) b) Two projects of similar nature costing not less than the amount equal to Rs. 60 Lakhs Crores for 100 PACS quoted. For the bidders who have quoted for more than 100 PACS, value of supply and services shall be calculated in the multiples of 100 PACS (i.e. Rs. 1.2 crores for 200 PACS quoted, Rs. 1.8 crores for 300 PACS quoted etc.)	Completion Certificates from the client; OR  Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the Client Data to be submitted as per (Form 9).



Sr. No.	Basic Requirement	Specific Requirement	Documents required
		<p>c) Three projects of similar nature costing not less than the amount equal to Rs. 48 Lakhs for 100 PACS quoted. For the bidders who have quoted for more than 100 PACS, value of supply and services shall be calculated in the multiples of 100 PACS (i.e. Rs. 96 Lakhs for 200 PACS quoted, Rs. 1.44 crores for 300 PACS quoted etc.)</p> <p>“<b>Similar Nature</b>” is defined as Supply, Installation and maintenance of IT Hardware &amp; system software like Desktop PC, Laptops, Servers, Network &amp; security devices, System Software &amp; Other IT devices amongst others for government/public sector enterprises in India.</p>	
5	<b>Quality Certification</b>	<ul style="list-style-type: none"> <li>• ISO 9001:2015</li> <li>• ISO 20000</li> </ul>	Copy of Certificates
6	<b>Letter of authorization from OEM</b>	The Bidder should be an OEM (and/or Original Software Developer for system software, database, etc.) or their authorized hardware supplier . In case of authorized representative, a letter of authorization from original manufacturer must be furnished.	Letter of authorization; as per template provided
7	<b>Local Service Centres</b>	The Bidder should have presence in Jharkhand with support centres at State headquarters and districts. The Bidder should have technical manpower with experience to provide service at both locations for support under this contract.	A Self Certified letter by an authorized signatory
8	<b>Local Office</b>	The Bidder should have or shall be ready to set up a project office in Jharkhand.	Rental Agreement/ Utility Bill in the name of the company/Sale Deed or Declaration that the office will be set-up within a period of 30 days from the date of issuance of Letter of Intent.
9	<b>Blacklisting</b>	The Bidder should not have been blacklisted by any Central/State Government Organization or Department in India at the time of	Declaration by the Bidder as per format given in the bid document

Sr. No.	Basic Requirement	Specific Requirement	Documents required
		submission of the bid.	

### 3.2. Technical Qualification Criteria

- a. Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical and Financial evaluations.
- b. The Product offered should meet all the technical and functional specifications given in the section "Scope of Work". Non-compliance to any of the technical and functional specification will attract rejection of the proposal.
- c. Response except 'Y' or 'N' is not acceptable. If any Bidder provides response other than 'Y' or 'N' the same will be treated as Not Available i.e. N.
- d. Bidders, whose bids are responsive, based on minimum qualification criteria as in Pre- Qualification Criteria would be considered technically qualified.

### 3.3. Product Demonstration

An inspection / product demonstration shall be carried out for the technically qualified Bidder(s) at Office of the Registrar, Co-operative Societies, 3<sup>rd</sup> Floor, Pashupalan and Sahkarita Bhawan, Hesag, Hatia, Ranchi, Jharkhand-834003 before the opening of the Commercial Bid. Those who qualify in the demonstration shall be declared eligible for the Commercial Bid opening. All the arrangements to be managed and expenses towards the demonstration of products quoted shall be borne by Bidder(s).

### 3.4. Commercial Bid Evaluation

- a. The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives. If any of the bidders is not present during the specified date and time of opening, the State Government at its discretion will proceed further with opening of the financial bids in their absence.
- b. The Bidder, who has submitted the lowest Commercial bid, shall be selected as the L1 and shall be called for further process leading to the award of the contract.
- c. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d. The bid price will include all taxes and levies and shall be in Indian Rupees.
- e. Any conditional bid would be rejected.
- f. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail"

## 4. Award of Contractor/Supplier

### 4.1. Award Criteria

Purchaser will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

### 4.2. Right to Accept Any Proposal and to Reject Any of All Proposal(s)

Purchaser reserves the right to accept or reject any proposal, and to annul the bidding process / Public procurement process and reject all proposals at any time prior to award of contract, 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 Purchaser action.

### 4.3. Notification of Award

Prior to the expiration of the validity period, Purchaser will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted. In case the bidding process/ public procurement process has not been completed within the stipulated period, Purchaser, may like to request the Bidders to extend the validity period of the bid.

### 4.4. Electronic Performance Bank Guarantee (ePBG)

- A. The Purchaser will require the selected Bidder to provide an Electronic Performance Bank Guarantee as per GEM format mentioned in GEM Portal from the list of approved Bank mentioned in RFP, within **28 days** from the Notification of award, for a value for a value equivalent to 3% of the total contract cost for the L1 Qualified Bidder.
- B. All charges whatsoever such as premium, commission, Stamp Duty etc. with respect to the Bank Guarantee shall be borne by the Bidder.
- C. The Performance Guarantee should be valid for a period of 60 months. The Performance Guarantee shall be kept valid till completion of the project and Warranty period.
- D. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected Bidder shall be responsible for extending the validity date and claim.
- E. The Bank Guarantee may be discharged/ returned by Purchaser after completion of Contract period of 5 years. However, no interest shall be payable on the Bank Guarantee.
- F. In the event of the Bidder being unable to service the contract for whatever reason, purchaser would evoke the ePBG. Notwithstanding and without prejudice to any rights whatsoever of purchaser under the Contract in the matter, the proceeds of the ePBG shall be payable to purchaser as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. Purchaser shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default. The proceeds of the ePBG shall be payable to purchaser as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.
- G. Purchaser shall also be entitled to make recoveries from the Bidder's bills, bank guarantee, or from any other amount due to the Bidder, the equivalent value of any

payment made to the Bidder due to inadvertence, error, collusion, misconstruction or misstatement.

#### 4.5. Signing of Contract

Post submission of Performance Guarantee by the successful Bidder, Purchaser shall enter into a contract, incorporating all clauses of RFP, pre-bid clarifications and the proposal of the Bidder between Purchaser and the successful Bidder.

#### 4.6. Failure to Agree with the Terms and Conditions of the RFP

- A. Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value Bidder or call for new proposals from the interested Bidders.
- B. In such a case, the Purchaser shall invoke the ePBG of the responsive Bidder.

### 5. Fraud and Corrupt Practices

5.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Purchaser shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Purchaser shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

5.2. Without prejudice to the rights of the Purchaser under Clause above and the rights and remedies which the Purchaser may have under the LOI or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Hardware Supplier shall not be eligible to participate in any bid or RFP issued by the Purchaser during a period of 2 (two) years from the date such Bidder or Hardware Supplier, as the case may be, is found by the Purchaser to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

5.3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- A. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Purchaser who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise

ceases to be in the service of the Purchaser, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Purchaser in relation to any matter concerning the Project;

- B. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- C. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- D. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Purchaser with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- E. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 6. Conflict of Interest

6.1. The Vendor shall disclose to Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidder’s team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

6.2. A bidder may be considered to be in a conflict of interest if the bidder or any of its affiliates participated as a consultant in the preparation of the solicitation documents/RFP for the procurement of the goods and services that are the subject matter of the bid.

## 7. Terms and Conditions: Post Award of Contract

### 7.1. Termination Clause

#### A. Right to Terminate the Process

Purchaser reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by Purchaser under the following circumstances:

- I. The selected Bidder commits a breach of any of the terms and conditions of the bid.
- II. The Bidder goes into liquidation, voluntarily or otherwise.
- III. If the selected Bidder fails to complete the assignment as per the timelines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Purchaser reserves its right to cancel the order in the event of delay and forfeit the bid security (EMD) as liquidated damages for the delay.
- IV. If deductions of account of liquidated damages exceeds more than 10% of the total contract price.

- V. In case the selected Bidder fails to deliver the quantity as stipulated in the delivery schedule, Purchaser reserves the right to procure the same or similar product from alternate sources at the risk, cost, and responsibility of the selected Bidder.
- VI. After award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, Purchaser reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which Purchaser may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- VII. Purchaser reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking the bank guarantee under this contract.

**B. Consequences of Termination**

- I. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
- II. Nothing herein shall restrict the right of Purchaser to invoke the Purchaser Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity, and pursue such other rights and/or remedies that may be available Purchaser under law or otherwise.
- III. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

**7.2. Liquidated Damages**

- A.** Notwithstanding Purchaser's right to cancel the order, liquidated damages for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value. For e.g. If Server is delivered but delivery of power cord, to be supplied along with Server, is delayed then LD would be calculated on the total cost of the Server and not on the cost of the power cord alone.
- B.** Liquidated damages for late commissioning at 1% (One percent) of the order value per week will be charged for every week's delay in commissioning to a maximum of 10% of the value of the order value.
- C.** Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.

- D. Purchaser reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Purchaser to the Bidder. Liquidated damages will be calculated on per week basis.

### 7.3. Acceptance Test/Delivery cum Installation Report

- A. The selected Bidder shall conduct acceptance test at the site and deliver and install hardware related equipments to the designated PACS location in presence of delegates of PACS ensuring installation and commissioning and successful operation of the hardware / software / communication equipment etc. The bidder shall take signed delivery cum installation report. No additional charges shall be payable by the Purchaser for carrying out for delivery and installation of items.
- B. It is the responsibility of the Bidder to supply all the equipment's, as mentioned in the schedule of requirements at project site. Transportation of goods and material to the designated locations as per the Purchase order is the responsibility of the bidder. Also, the Bidder has to make his own arrangement for loading and unloading of the goods at the designated locations.

### 7.4. Penalty

- A. The Bidder shall perform its obligations under the Agreement entered into with the Purchaser, in a professional manner.
- B. In the event of failure of maintaining performance metrics specified in the SLA, penalties as defined in the SLA would be levied per payment milestone period subject to a maximum of 10% of the payment for that period.
- C. If the SLA penalty is over and above the LD capping then the cumulative capping for LD & SLA Penalty shall not exceed 10% of the Total Contract Cost.
- D. Purchaser may recover such amount of penalty from the associated payments of the same project being released to the implementing agency

### 7.5. Dispute Resolution Mechanism

The Bidder and the Purchaser shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- A. In case a Party is of the opinion that a dispute has arisen under this agreement, the Party shall notify the other Party Of the detailed nature of the dispute, the right or obligation under this Agreement to which the dispute relates, and the relief sought by the Party raising the dispute
- B. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- C. The matter will be referred for negotiation between Nodal Officer of Purchaser/Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- D. The Parties shall in the first instance attempt to resolve the dispute in good faith. In case, the Parties are unable to resolve the dispute, the matter shall be referred to the Higher Authorities of Purchaser.

## 7.6. Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

## 7.7. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or Purchaser as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- A. Natural phenomenon, including but not limited to floods, droughts, earthquakes, and epidemics
- B. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- C. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The Bidder or Purchaser shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

## 7.8. No Employer-Employee Relationship

- 7.8.1. The selected bidder during the term of the contract and for a period of five years thereafter shall not without the express written consent of Purchaser, directly or indirectly: -
- 7.8.2. 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 Purchaser in rendering the services in relation to the contract; or  
Induce any person who shall have been an employee or associate of Purchaser at any time to terminate his / her relationship with NABARD/State Government.
- 7.8.3. Staff deployed by the vendor shall never be deemed to be appointed by the Purchaser nor shall they be governed by Purchaser's service conditions. The vendor should ensure statutory and regulatory compliance towards ESIC, EPFO, minimum wage requirements with regard to such staff as may be applicable from time to time.

## 7.9. Rights to Visit

- 7.9.1. All records of the vendor with respect to any matters covered by this tender document / subsequent order shall be made available to Purchaser or its designees at any time during normal business hours, as often as Purchaser deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.



7.9.2. Purchaser, reserves the right to verify, through their officials or such other persons as Purchaser may authorize, the progress of the project at the site of the vendor or where the services are being rendered by the vendor. The vendor will have to cooperate with the authorized representative/s of Purchaser and will have to provide all information/ documents required by Purchaser.

7.9.3. The right to visit under these clauses shall be restricted to files related to this assignment. Visit shall be conducted during normal business hours and on normal working days after informing the vendor in advance.

#### **7.10. Audit**

7.10.1. The vendor/bidder shall allow purchaser., its authorized personnel, its auditors (internal and external), authorized personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the services.

7.10.2. In case any of the services are further outsourced/ assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities /officials as mentioned above are allowed access to all the related places, for inspection and verification.

7.10.3. Audit under this clause shall be restricted to physical files related to the arrangement. Audit shall be conducted during normal business hours and on normal working days after informing the vendor in advance.

#### **7.11. Confidentiality**

Information provided under this RFP and subsequent agreement, if any, is confidential and neither party shall at any time, either during the association or at any time thereafter, divulge either directly or indirectly to any person, firm or company, business entity, or other organization whatsoever.

#### **7.12. Third Party Rights**

No provision of the RFP and the agreement that may be entered into is intended to, or shall, confer any rights on a third-party beneficiary or other rights or remedies upon any person other than the parties hereto; nor impose any obligations on the part of the parties to the agreement towards any third parties.

#### **7.13. Representation and Warranties**

In order to induce Purchaser the vendor shall be deemed to have represented and warranted as follows:

7.13.1. That the vendor is a company which meets the requisite eligibility qualifications mentioned in RFP, and it has power and the authority to enter into agreement and provide the services, deliver sought by Purchaser.

7.13.2. That the vendor is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of services, systems.

7.13.3. That the representations made by the vendor in its bid shall be deemed to continue to remain true and the vendor continues to fulfil the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the RFP, unless Purchaser in writing specifies to the contrary, the vendor shall be bound by all the terms of the bid.

- 7.13.4. That the vendor has the professional skills, personnel and resources / authorizations that are necessary for providing services as are necessary to perform its obligations under the bid and the agreement.
- 7.13.5. That the vendor shall ensure that all assets including but not limited to databases, documents, etc. deployed and created during the term of the agreement are duly maintained and suitably updated, upgraded, replaced, or substituted with regard to contemporary and statutory requirements. That the vendor shall procure all the necessary permissions, adequate approvals, and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests, and liens thereon and shall keep Purchaser, its directors, officers, employees, representatives, consultants, and agents indemnified in relation thereto.
- 7.13.6. That all the representations and warranties as have been made by the vendor with respect to its bid and agreement are true and correct and shall continue to remain true and correct throughout the term thereof.
- 7.13.7. That the execution of the services herein is and shall be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same.
- 7.13.8. That there are no legal proceedings pending or threatened against vendor or its team which adversely affect/may affect performance under this agreement; and no inquiries or investigations have been threatened, commenced, or pending against the vendor or its team members by any statutory or regulatory or investigative agencies.
- 7.13.9. That the vendor has the corporate power to execute, deliver and perform the terms and provisions of the agreement and has taken all necessary corporate actions, consents, and approvals to authorize the execution, delivery and performance by it of the agreement.
- 7.13.10. That neither the execution and delivery by the vendor of the agreement nor the vendor's compliance with or performance of the terms and provisions of the agreement (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the vendor, (ii) will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the vendor is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the vendor.

## 8. Details on Scope of Work

### 8.1. Scope of Work

The Office of the Registrar, Co-operative Societies, Jharkhand wishes to engage an agency (hereafter referred to as "Service Provider", "Selected Agency", "Vendor", and "Bidder") for a period of 5 years for the Supply of Hardware equipment's for PACS in Jharkhand state according to the requirements, specifications, and bill of quantities in the bid document. Operations & Maintenance Period (O&M) is considered for a period of **5 years** from the date of issuance of Purchase Order/Supply of Material.

The high-level scope of work comprises of below listed activities:

1. Supply and Maintenance of hardware to the Office of the Registrar, Co-operative Societies, Jharkhand as per the table given below. The Bidder must quote the rate in the BoQ Spreadsheet available online with this bid.

2. The bidder shall consider IT Infrastructure Installation and Warranty for 3 years and 2 years Annual Maintenance Contract (AMC) from the date of supply of material.
3. The Bidder has to quote the rate in the BoQ Spreadsheet available online with this bid.

The value of the hardware in this bid will be valid for 1 year from the date of issue and the Office of the Registrar, Co-operative Societies, Jharkhand may release the purchase order to the bidder in any month during this 1 (one) year.

The bidder has to supply equipment's, including

- 3-year comprehensive on site-warranty
- 2-year AMC on-site support after end of warranty period. The AMC shall be comprehensive in nature and include all parts and labour.
- License and support if required for any device.
- All items need to be delivered at the location communicated by the Department within a period agreed with the Department

Equipment bid shall be new, current models manufactured with 100% new OEM parts. All products should be offered in current production as of the date of the award. For purpose of this contract "current production" shall mean that the equipment model is being manufactured as new equipment for the Indian market. Refurbished equipment is not acceptable.

All equipment ordered as stated in the RFP must be shipped fully configured with the required memory, components, and selected or specified operating system.

Product cannot change or be upgraded during the entire lifecycle period for any reason other than end-of-life issues (e.g., swapping of processor, motherboard, etc. is prohibited). If a product will be discontinued within the given refresh period, Purchaser must be notified in writing, **before** the refresh period begins, with an explanation of when and why the change will be necessary. An exception process is available for circumstances that affect all manufacturers (e.g., natural disaster affecting production or shipping).

**Location and tentative number of PACS where the Hardware equipment's are to be installed**

S.N.	District Name	Number of PACS (Tentative) where hardware equipments are to be installed
1	Ranchi	169
2	Khunti	44
3	Lohardaga	42
4	Gumla	68
5	Simdega	44
6	East Singhbhum	52
7	West Singhbhum	82
8	Saraikela-Kharsawan	54
9	Latehar	16
10	Palamu	55
11	Garhwa	45
12	Hazaribagh	92
13	Ramgarh	37

14	Koderma	40
15	Chatra	78
16	Giridih	119
17	Bokaro	70
18	Dhanbad	43
19	Dumka	92
20	Jamtara	18
21	Deoghar	80
22	Sahibganj	46
23	Godda	69
24	Pakur	36
<b>Total</b>		<b>1491*</b>

\*Tentative

### Minimum Quantity of Supply

Supply to minimum 100 PACS must be made by the successful bidder (s). Orders to **more than one bidder**, who have qualified in technical evaluation and **product** demonstration, would be placed on L1 rate. The purchaser holds the right to negotiate with the bidders who have qualified in technical evaluation and product demonstration to supply the quoted products on L1 rate.

The scope of work envisaged for the Implementation Agency is categorized as under:

#### Pre-Implementation Scope till Go-Live

- a) Supply and Maintenance of hardware equipment's.
- b) VPN supply and connection establishment with the central VPN for accessing NLPS the software

#### Post Implementation Scope for the Operation and Maintenance Period of 5 years

- In-Warranty Annual Technical Support for a period of **3 years**.
- Annual Maintenance Support for a period of **2 years**.

Given below is an initial list of tasks to be performed by the bidder for support services. Office of the Registrar, Co-operative Societies, Jharkhand may direct bidder to perform any additional/similar tasks, as per its requirement during the contract period.

- The successful Bidder will offer onsite comprehensive warranty for the hardware and software against defects arising out of faulty design, materials, and workmanship for a period of 3 year from the Date of Supply/ Acceptance of the entire system (hardware and software) including for the peripherals supplied
- Annual maintenance support will be of 2 years post the warranty completion.
- Defective equipment shall be replaced by the vendor at his own cost, including the cost of transport if any. The new releases (minor / major), versions, bug fixes etc. for the hardware and system software will be supplied to the Office of the Registrar, Co-operative Societies, Jharkhand at no extra charge, with necessary documentation.
- The Bidder should provide an equivalent or a higher version standby equipment, in case, a problem is not resolved in 15 days time period.
- To complete/resolve the work at the location within the stipulated timeframe, bidder's engineers have to visit the site multiple times at no extra cost.
- The Successful Bidder is expected to provide user documentation, system administration manuals, training material, operation manuals and procedures.
- The Vendor is expected to supply the equipment's as per the agreed specifications.

- The Successful Bidder would be expected to maintain and support all the Hardware and Software provided as part of this contract.
- Bidder to assure that the equipment's are performing as per the Standards laid down in the Operational Manual. Bidder will ensure that Purchaser is Informed of the Patches being released for the Core System well in advance
- All the systems **should be labelled**, the details of which are as follows:
  - a. Name of the supplied agency with phone numbers.
  - b. Warranty validity period
  - c. Toll free number
  - d. Call log website address.
  - e. Label sticker should be on the back side of the equipment and on the cover as per OEM, they should be visible clearly.

The bidder shall provide a centralized helpdesk for attending user request/ complaints. The helpdesk/customer care centre shall operate as per time defined by the Purchase for the support period.

The service provider shall provide an incident tracking system via a web interface / mail / IVR, available in real-time which will issue a trouble ticket once a complaint is booked successfully. This trouble ticket system should be capable of generating monthly/quarterly/half yearly/yearly reports.

The help desk service will serve as a single point of contact for all incident and service requests at the Hardware Service Provider. The service will provide a Single Point of Contact (SPOC) and also escalation / closure of incidents for the IT/User departments.

**A. Specifications**

Purchaser desires a full complement of IT hardware.

- I. The selected bidder shall ensure that the goods and related services comply with technical specifications and other provisions laid down in the RFP and the work order.
- II. The goods and related services supplied under this contract shall conform to the standards mentioned in bidding document and, when no applicable standard mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the goods.
- III. The bidder will provide the soft copy and hard copy of both listing every IT hardware and peripheral serial nos. to the purchaser for monitoring purpose.
- IV. The specification of the items are mentioned in Appendix 1 : Form 5 (Compliance sheet for technical Proposal).

**B. Bill of Material (BoM)**

Sr. No.	Item	Quantity
1	XXX	XX
2		
3		
4		

**C. Comprehensive OEM warranty and Support**

- I. The successful bidder shall provide comprehensive OEM warranty and support through its designated support service centre/resident engineer.
- II. Warranty to start from date of acceptance of material delivered at Delivery Site. In case acceptance is delayed by purchaser / site, warranty to start from date of delivery to purchaser.

- III. Be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods at the service support centres/resident engineers during the warranty period.

**D. Helpdesk Support**

- I. The selected bidder shall provide a centralized helpdesk for attending user request/complaints. The helpdesk/customer care centre shall operate off-site (during working hours as per Office of the Registrar, Co-operative Societies, Jharkhand for the support period. However, bidder has to assign one person who will be the single point of contact for Office of the Registrar, Co-operative Societies, Jharkhand. Also, bidder should maintain one engineer for every 150 computers to avoid delay in the service. Bidder may factor the same in their commercial proposal and no separate payment shall be made for the same to purchaser. The nodal person should be graduate with at least minimum 8-10 years of experience in delivering the project
- II. The selected bidder shall provide an incident tracking system via a web interface / mail / IVR, available in real-time which will issue an incident ticket once a complaint is booked successfully. This incident ticket system should be capable of generating monthly/quarterly/half yearly/yearly reports.
- III. The help desk service will serve as a single point of contact for all incident and service requests at the Hardware Service Provider. The service will provide a Single Point of Contact (SPOC) and also escalation / closure of incidents for the User departments.

**8.2. Right to Alter Quantities**

- A. The Purchaser reserves the right to alter the number of hardware equipment specified in the RFP in the event of changes in plans of the Purchaser. Purchaser can give repeat order to the L1 Bidder for maximum up to 20% of ordered quantity, if required, within the bid validity period of 180 days from the last date of submission of bid under same terms and conditions and same specifications and rate. Any decision of Purchaser in this regard shall be final, conclusive and binding on the Bidder.
- B. If the Purchaser does not purchase any quoted articles or purchases less than the mentioned quantity in the bidding document, the bidder(s) shall not be entitled to claim any compensation.

**9. Packing and Documents**

- 9.1. The selected bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- 9.2. The Bidder shall be responsible for any defect in packing and any material found damaged / defective at the delivery points and those are to be replaced by the selected bidder within 2 weeks without any financial obligations to the Purchaser.

**10. Inspection**

The Purchaser

- A. The Purchaser may conduct pre-delivery / post-delivery inspection.
- B. In case of Pre-delivery / Factory Sight inspection, the bidder has to bear the entire cost including all arrangements except the travel cost which will be borne by the purchaser.

## 11. Authenticity of Equipment(s)

- 11.1. The selected bidder shall certify (as per Form 7) that the supplied goods are brand new, genuine / authentic, not refurbished, confirm to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- 11.2. If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to confirm to the description and quality aforesaid or have determined (and the decision of the purchaser in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to confirm to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply.
- 11.3. Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of this clause of the contract

## 12. Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

- A. neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and
- B. the aggregate liability of the selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder(s) to indemnify the Purchaser with respect to patent infringement.

## 13. Confidential

- A. Purchaser and selected bidder shall keep confidential and not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the contract, whether such information has been furnished prior to, during or following completion or termination of the contract.

## 14. Change in Law and Regulations

- 14.1. Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or change in Location, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased,

to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.

- 14.2. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if the same has already been accounted for in the price adjustment provisions where applicable

## 15. Payment Procedures and Terms

### 15.1. Paying Authorities

- A. The payments as per the Payment Schedule covered herein above shall be paid by Purchaser. However, Payment of the Bills would be payable, on receipt of advice/confirmation for satisfactory delivery/installation/re-installation, live running and service report from the concerned sites where the purchased equipment have been delivered.
- B. No advance payment is permissible & R/A Bills applicable. Payment shall be made after quality and quantity of items supplied and installed.
- C. Statutory deduction will be made as per rules.

### 15.2. Submission of Bills

- A. The vendor must submit the bill for the work carried out within 15 days from the date of completion of the work to the Office of the Registrar, Co-operative Societies, Jharkhand. Payments to the vendor will be made ensuring proper checks and validation after submission of delivery cum installation report.

### 15.3. Deliverables /Timeline /Payment Schedule

- A. No advance payment will be made.
- B. Please refer below for the mapping of Deliverables /Timeline/Payment schedule:

S. No.	Milestone	Time line in days	Billable Fee (as % of Contract Value)
1.	<b>Supply/Delivery of equipment(s)</b>	Within 60 days from the issue of the PO	50% of the commercial bid cost related to Supply and Installation of Hardware /Software with Warranty for 3 years; on acceptance of delivery by the purchaser.
2.	<b>Installation of equipment(s) and Operational Acceptance of equipment's(s)</b>	Within 30 Days from the delivery of equipment(s)	50% of the commercial bid cost related to Supply and Installation of Hardware /Software with Warranty for 3 years; after successful installation and operational acceptance as per the scope of work.
3.	<b>AMC payment</b>	AMC period starts after completion of Warranty	Quarterly Payment (Cost component of AMC submitted in commercial bid)

is defined as Successful Configuration, Successful Customization and Successful Testing of the respective sub-system/package.



- D. In case, "Site not ready" beyond 1 month after delivery of material at Final Delivery Site, Purchaser may release the payment against installation and Operational Acceptance to the supplier on receipt of confirmation from that site, regarding non readiness of the site.
- E. The selected bidder's request shall be made in writing for payment accompanied by delivery challan, invoices and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all obligations stipulated in the contract.
- F. Due payments shall be made promptly by purchaser, generally within 30 days after submission of an invoice and other supporting documents in order.
- G. All remittance charges will be borne by the selected bidder.
- H. In case of disputed items, disputed amount shall be withheld and will be paid only after settlement of the dispute.
- I. Any penalty/liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- J. Taxes, as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.

15.4. Service Level Agreement (SLA)

- A. SLA defines the terms of the successful bidder's responsibility in ensuring the performance of the hardware & all other accessories supplied as per the Scope of Work as specified in the RFP document based on the agreed Performance Indicators.
- B. The Bidder shall provide comprehensive, end-to-end service including supply, warranty and replacement of the defective Hardware & peripherals in case of physical damage until delivered at the purchaser site. No reason shall be entertained (unless those mentioned in Force Majeure) in case of unavailability of any service given in the Scope of Work in this RFP and the appropriate penalty shall be levied.
- C. The selected bidder and purchaser shall regularly review the performance of the services being provided by the selected bidder and the effectiveness of this SLA.
- D. The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following tables are applicable for the entire duration of the Contract /Project, failing which the selected bidder(s) is liable to be penalized:

Sr. No.	SLA Description	Resolution Target	Penalty
1	Supply/Delivery of equipment(s)	Within 60 days of issue of PO.	As per Liquidated Damages clause
2	Installation of equipment(s)	Within 30 days of Supply of equipment(s)	0.1% per day of the value of hardware & peripheral
3	Any defect in Hardware & peripherals or any of its part	<b>Resolution:</b> <= 7 Days from the time the call is logged by end user.	0.5% of total cost of the Hardware & peripherals will be deducted per day upto maximum 10% of PO Value post which purchaser may proceed to take such remedial action as may be necessary (including Invocation of

			PBG).
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## 16. Appendix I Pre-qualification-cum-Technical Bid Templates

### 16.1. General

The Bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

#### **Forms to be used in Pre-Qualification Proposal (Packet-A)**

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: Particulars of the Bidders

Form 3: Manufacturers'/Producers' Authorization Form

Form 4: Undertaking for Non-Blacklisting

#### **Forms to be used in Technical Proposal (Packet-B)**

Form 5: Compliance Sheet for Technical Proposal

Form 6: Letter of Proposal

Form 7: Undertaking on Authenticity of IT Hardware and Peripherals

### 16.2. Form 1: Compliance sheet for Pre-Qualification Proposal

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

Sr. No.	Basic Requirement	Documents required	Complied (Yes/No)	Reference & Page No
1	RFP Fee/if applicable	Online Payment. Screenshot of Payment.		
2	EMD	Online Payment. Screenshot of payment.		
3	Authorization/Power of Attorney	Copy of Power of Attorney/Authorization in the name of the Authorized Signatory.		
4	Particulars of the Bidders	As per Form 2		
5	Average sales Turnover in Hardware Sales & Maintenance services in last three financial years	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor.		
6	The net worth of the bidder in the last	CA certificate with CA's Registration		

	three financial years.	Number/Seal indicating net worth of the firm.		
<b>7</b>	Legal Entity	Copy of certificate of Incorporation, GST registration, PAT, IT Returns		
<b>8</b>	Quality certification	ISO 9001-2015 ISO 20000		
<b>9</b>	Letter of Authorization from OEM	OEM authorization letter as per Form 3		
<b>10</b>	Local Office	Rental Agreement/ Utility Bill in the name of the company/Sale Deed or Declaration that the office will be set-up within a period of 30 days from the date of issuance of Letter of Intent.		
<b>11</b>	Local Service Centers	A Self Certified letter by an authorized signatory		
<b>12</b>	Technical Capability	Completion Certificates from the client; OR  Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR  Work Order + Phase Completion Certificate from the client.		
<b>13</b>	Blacklisting	Declaration by the Bidder as per format given in Form 4.		
<b>14</b>	Authenticity of Hardware & Peripherals	As per Form 7		

16.3. Form 2: Particulars of the Bidder

Sr. No	Description	Details (to be filled by the responder to the Bid)
1	Name of the company	
2	Official address	
3	Phone No. And Fax No.	
4	Corporate Headquarters Address	
5	Phone No. And Fax No.	
6	Web Site Address	
7	Details of Company's Registration (Please enclose copy of the company registration document)	
8	Name of Registration Authority	
9	Registration Number and Year of Registration	
10	ISO certifications and its validity	
11	GST registration No.	
12	Permanent Account Number (PAN)	
13	Company's Revenue for last 3 years (Year wise)	
14	Company's net worth for the last year	
15	Bank Details (Name, Account no., Branch, IFSC, MICR)	

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		
Mobile		
E-mail		

16.4. Form 3: Manufacturers' Authorization Form

Date: dd/mm/yyyy

To

The Registrar, Co-operative Societies,  
3<sup>rd</sup> Floor, Pashupalan Evan Sahkarita Bhawan,  
Hesag, Hatia, Ranchi-834003

**Sub** : Authorisation Letter to M/s. ----- for the participation in the bid.

**Ref** : Your RFP ref. No: <No> Dated <DD/MM/YYYY>

Sir,

We \_\_\_\_\_, (name and address of the manufacturer) who are established and reputed manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ (addresses of manufacturing / development locations) do hereby authorize M/s \_\_\_\_\_ (name and address of the Bidder) to bid, negotiate and conclude the contract with you against the above mentioned bid for the above equipment / software manufactured / developed by us.

We herewith certify that the above-mentioned equipment/devices /software products are not end of the life and we hereby undertake to support this equipment /devices / software for the duration of minimum 5 years from the date of submission of the bid.

Yours faithfully,

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

Signature :

Name :

Designation :

Address :

Date :

Company Seal

Note: This letter of authority should be on the letterhead of the concerned manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

16.5. Form 4: Undertaking for non-blacklisting  
(On Stamp Paper of Rs 500/- duly notarized)

**DECLARATION CUM-INDEMNITY BOND**

Date: dd/mm/yyyy

I, \_\_\_\_\_ of \_\_\_\_\_, do  
hereby declared and undertake as under.

- 1) I declared that I have submitted certificates as required to Executive Engineer (Monitoring) at the time of registration of my firm / company \_\_\_\_\_ and there is no change in the contents of the certificates that are submitted at the time of registration.
- 2) I declared that I \_\_\_\_\_ in capacity as Manager / Director / Partners / Proprietors of \_\_\_\_\_ has not been charged with any prohibitory and /or penal action such as demotion, suspension, black listing / de-registration or any other action under the law by any Government and / or Semi Government and/ or Government Undertaking.
- 3) I declared that, I have perused and examined the RFP document including addendum, condition of contract, specification, drawings, bill of quantity etc. forming part of RFP and accordingly, I submit my offer to execute the work as per RFP documents at the rates quoted by me in capacity as \_\_\_\_\_ of \_\_\_\_\_.
- 4) I further declared that if, I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, Office of the Registrar, Co-operative Societies, Jharkhand is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.
- 5) I also declared that I will not claim any charge / damages / compensation for non availability of site for the contract work at any time.
- 6) I Indemnify Head of and the other officers of Office of the Registrar, Co-operative Societies, Jharkhand or their agents for any Damages, Loss, or Injury, any legal suit, proceeding or legal action whatsoever that may be caused at any time by me or any other staff of \_\_\_\_\_ company, for the work undertaken and all such damage, damages, injury or loss, legal suit, legal action, I shall be solely responsible in individual as well as official capacity and such loss, damages, injury shall be made good and/ or as the case may be shall be paid immediately by me / Company to the satisfaction of the Office of the Registrar, Co-operative Societies, Jharkhand.

Dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Identified by me

Before me

## Advocate

## 16.6. Form 5: Compliance sheet for Technical Proposal

(The Technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical proposal)

Sr. No.	Hardware	Particular	Updated Specification
1	Desktop	Monitor	LED screen, 15" or higher, 16:9 Aspect Ratio, HD+ (1600 X 900 @60 Hz), Tilt (-5 to + 20°), 1 HDMI Port should be compatible with supply Desktop (with HDCP support), Input voltage 100 to 240 VAC
		Keyboard and Mouse	USB Wired Keyboard, USB Wired Mouse, Native language Compatibility Keyboard.
		Hard Disc	512 GB PCIe® NVMe™ SSD
		RAM	8 GB DDR4- RAM, with 2 DIMM (1 slot should be free for future upgrade)
		Web Cam	Compatible with Laptop, Desktop and Tablet, mounting accessories to mount the webcam at the required spot and angle must be provided, 5 MP with minimum 720P video resolution, USB, Cable to connect to Desktop must be provided
		Processor	Latest Generation processor with Minimum 6 Cores, 3.5 GHz base clock
		Operating System	Windows 11 Professional 64 bit
		Anti-virus	Suitable Antivirus applications to be on boarded on systems and hardware during purchase until end of AMC or end of Contract period.
2	Multifunction Device (MFD)	Printer, Scanner, Copier	Laser printers, Print scan and copy, 1 Hi-Speed USB 2.0; 1 Fast Ethernet 10/100Base-TX, Standard (built-in Ethernet), Maximum output Capacity up to 100 sheets, Tray Capacity (Sheets: 150; envelopes: 10), Print technology – Laser, Print Speed up to 20 PPM, Input voltage: 220 to 240 VAC (+/- 10%), Duty cycle – up to 8000 Pages, Scan Resolution - Up to 1200 x 1200 dpi, 64 MB memory, Print quality – up to 600 X 400 dpi, Duplex Printing - Capable of Duplex printing, Print Language – PCL or equivalent, Native language Compatibility
3	Physical VPN Device	VPN with Internet	Routing Protocols - Industrial standard routing protocols, Interface - 1 Fixed Gigabit WAN Port, 2 Fixed Gigabit LAN Ports, Power Supply - 12V/1A DC, LED - PWR, SYS, WAN (Link/Act), LAN (Link/Act) / USB, Firewall - Stateful Packet Inspection (SPI) firewall, Denial-of-Service (DoS) prevention, DMZ DoS attacks prevented, VPN - IPsec VPN, PPTP VPN, L2TP VPN, VPN throughput - 50 Mbps, WAN Connection Type - Static/Dynamic IP, PPPoE, PPTP,L2TP, Network Address Port Translation (NAPT) protocol,
4	Biometric Scanner	Biometric Scanner	Useful for e-KYC, Interface- USB/C-Type, should support - Aadhaar Enable, Sim Activation, Payment, Access control, Time & Attendance
5	UPS	Power Backup	Display with indication that displays backup and charging time, along with Mains On, Eco/UPS Mode, system fault and battery water level etc., Battery Backup Time - 3 hours or



			more, Battery Capacity – 150 AH or above with one battery, DC Voltage 12V
<b>Optional (Non-Mandatory but preferable) hardware</b>			
6	Tablet	Screen size	10 inch or more
		RAM	2GB or more
		Storage	Minimum 32 GB or higher
		Network	Should support 4G network (SIM card supported), LTE
7	POS device	For Merchandise & counter sale purpose	Type- handheld POS, printing-Thermal printing 2 inch, Data memory 1GB, RAM- 512 Mb or more , OS - Latest Android or equivalent, Display – touch screen, SIM – SIM card slot & support 4G + 3G, Flash Drive – 8 GB or more, Payment method – Magnetic card, QR code, NFC etc.
8	Barcode Scanner	Barcode Scanner	Useful for Merchandise Sell, USB Compatible, Supported 1D Barcodes, Code 39, Code 128, Code 93, Code bar/ NW7, Code 11, MSI Plessey, UPC, EAN, I 2 of 5, Korean 3 of 5, GS1 Data bar, Base 32 (Italian Pharma), Supported 2 D Barcodes, PDF 417, Composite Codes, TLC 39, Aztec, Data Matrix, Maxi Code, QR Code, Micro QR, Han Xin, Postal Codes
9	Bluetooth Thermal Printer	Bluetooth Thermal Printer	Paper roll - 2 inch width Paper roll, connector type – Bluetooth
10	Passbook printer	Dot Matrix printer	<p><b>Printing Technology</b> Print Method -Impact dot matrix, Print Direction - Bi direction with logic seeking, Colour- Black, Number of Pins in Head – 24 pins, Control code – PR2, WNI4915, IBM4722, IBMPPDS, ESC/P2.</p> <p><b>Scanning</b> Interface – Bi-directional parallel interface (IEEE-1284 nibble mode supported, Serial I/F, , High Speed USB 2.0.</p> <p><b>Print Characteristics</b> Character Sets – International, PC437, PC850, PC860, PC863, PC865, PC861, BRASCI, Abicomp, Roman 8, ISO Latin 1, PC858 CP847 (Thai with TIS Extended)-for IBM 4722 Emulation only. Compatible with Core banking software printing function</p> <p><b>Barcode</b> EAN-13, EAN-8, Interleaved 2 of 5, UPC-A, UPC-E, Code 39, Code 128, POSTNET, Compatible with Core banking software printing function</p> <p><b>Paper Path</b> Manual insertion- Front in, Front out / Front in, Rear out.</p> <p><b>Reliability</b> MVBF- 21 million lines, MTBF - 30000 POH, Print head Life - 400 million strokes/wire</p> <p><b>Paper Media</b> Cut Sheet Size - Compatible Stationary of the bank, <b>Width: 65 - 243 mm</b> <b>Length: 67 - 297 mm</b> <b>Thickness: Single Sheet: 0.065 - 0.075 mm</b></p> <p>Cheque - Compatible Chequebook of the bank,</p>

			<p>Width: 120 - 216 mm Height: 68 - 120 mm Copy - 1 original + At least 2 copies</p> <p>Line Spacing - Compatible with Core banking (4.23 mm, 1/6 inch)</p> <p><b>Passbook</b> Compatible with the passbook of the bank Software printing function, Width – Min 110 mm, Max 241.3 mm Length - Horizontal:127-220 mm, Vertical: 85-220 mm, Thickness – Maximum:2.6 mm, Cover Page:0.2-0.5 mm, Each Page : 0.1-0.15 mm</p>
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**Note :-** Desktop & Printer should not have any wireless connectivity function.

<b>VPN Specifications</b>	
Capable Mobile Network	LTE: FDD/TDD
	UMTS WCDMA (HSUPA/HSDPA/HSPA/HSPA+)
	GSM /GPRS/EDGE
Cellular Frequency	TDD: Band 38/39/40/41 FDD: Band 1/3/5/8
	UMTS/HSPA/HSUPA/HSPA/HSPA+ 850/900/2100 MHz
	Quad-band GSM/GPRS/EDGE 900/1800;
Bandwidth	CAT 4 : Downlink 150Mbps, Uplink 50Mbps;
	DC-HSPA+: Downlink 42Mbps, Uplink 5.76Mbps;
	HSPA+(H): Downlink 21Mbps, Uplink 5.76Mbps;
	HSPA+(L): Downlink 14.4Mbps, Uplink 5.76Mbps;
	HSUPA: Downlink 7.2Mbps, Uplink 5.76Mbps;
	HSDPA: Downlink 7.2 Mbps, Uplink 384k bps;
	WCDMA/UMTS: Downlink/Uplink 384 kbps;
	EDGE: Downlink 384 kbps, Uplink 118 kbps;
	GPRS: Downlink 108 kbps, Uplink 42.8 kbps;
	Rev O: 2.4Mbps downlink, 153.6kbps uplink
Bandwidth (bandwidth binding mode)	Twice bandwidth (depends on network quality)
<b>Main Features and Performance</b>	
DTU (Option)	With DTU feature (Serial to Cellular Gateway feature, RS232 or RS485)
	Details: Serial Baud rate: 300bps, 600bps, 1200bps, 2400bps, 4800bps, 9600bps, 19200bps, 38400bps, 57600bps, 115200bps;
	Serial Parity: none, even, odd;
	Serial Data bits: 7, 8;
	Serial stop bits: 1, 2;
	Serial flow control: none, hardware, software;
	Mode: Server (up to 4 server centre, can OEM to be more), Client;
	Protocol: TCP, UDP ;
VPN	PPTP, L2TP, IPSec, GRE, Tunnel (PPTP server, PPTP client, L2TP client, L2TP server)

	Server Applications, wireless up to 254 PC users
Fail Over Redundancy (network Backup feature)	Auto-dial feature, keep alive link;
	LCP, ICMP check;
	Built-in watch dog;
	Dual cellular (2G/3G/4G), RJ45 WAN (xDSL, DHCP, Fixed IP), WiFi redundancy;
	Cold Backup (WAN RJ45, Dual WAN Cellular, WiFi Client) is default, Hot Backup(WAN RJ45 and WAN Cellular) is optional;
	Cold Backup=Two lines not online at the same time. One line online, the other is standby, switch freely with triggers;
	Hot Backup=Two lines are online at the same time. Data goes to the primary line, if it fails, data goes to the other line. Hot Backup switch time is shorter than Cold Backup;
Firmware update	support firmware update locally or remotely
Syslog	local and remote
DDNS	Yes
DHCP Server	Yes
Other	DNS proxy;
	Optimized EMC design;
	Real-time clock (NTP, support update with defined hours);
	WAN/LAN/Memory statistics;
	Local/remote profiles backup and retrieve;
<b>Protocol</b>	
Protocol Support	TCP, UDP, SMTP, POP, ICMP, FTP, PPP, PPPoE, DHCP, DDNS, DNS, xDSL, NTP, QoS, etc.
<b>Security</b>	
Firewall	support 64/128 bits WEP, 802.1x, WPA, and WPA2
	support WDS
	support WPA1/2 – PSK
	support WPA1/2 – 802.1x
	support EAP – TLS, TTLS, LEAP, PEAP
	TKIP, AES encryption
	support access with user name & password

Certifications	RADIUS Client
<b>Interface</b>	
LAN/WAN	4X 10/100M LAN port (RJ45 interface)
	1X 10/100M WAN port (RJ45 interface)
	WAN ports support Cell/Static IP/DHCP/PPPoE (on demand, keep a manual)
Antenna Port	50Ω SMA female interface, detachable
	Wi-Fi*2
	Cellular*2
LED	SYS
	VPN
	WiFi
	Cell1
	Cell2
	Cell Signal1
	Cell Signal2
	LAN (10/100M) 1, 2, 3, 4
WAN	
Button	Reset
Serial Port	RS232 or RS485 with DB9 and Terminal Block interface
Management	Easy to use and management;Web/Telnet/SSH/CLI, support remote
UIM/SIM Card Slot	Support 1.8V/3V UIM/SIM cards, two sim card slot
	Two types of input jack for DC

16.7. Form 6: Letter of Proposal

Date: dd/mm/yyyy

To

The Registrar, Co-operative Societies,  
3<sup>rd</sup> Floor, Pashupalan Evan Sahkarita Bhawan,  
Hesag, Hatia, Ranchi-834003.

**Subject:** Submission of the Technical bid for Procurement of Hardware equipment's for PACS for the  
Office of Registrar, Co-operative Societies, Jharkhand

Dear Sir/Madam,

We, the undersigned, offer to provide the Hardware to ..... on with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid uploaded on the eProcurement portal (*mention URL*).

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <180> days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive. Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory: Name of Firm:

Address:

Location: ..... Date: .....

16.8. Form 7: Undertaking on Authenticity of IT Hardware and Peripheral  
(On non-judicial Stamp Paper of Rs 100/-)

Date: dd/mm/yyyy

To,

The Registrar, Co-operative Societies,  
3<sup>rd</sup> Floor, Pashupalan Evan Sahkarita Bhawan,  
Hesag, Hatia, Ranchi-834003.

Reference: Your RFP ref. no. <No.>

This has reference to the item being supplied / quoted to you vide our bid ref. no. <no.>

We hereby undertake that all the components / parts / assembly / software used in the equipment shall be genuine, original and new from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized source for use in India.

In case, we are found not complying with above at the time of delivery or during installation for the equipment already billed, we agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our PBG for this bid or debar / black list us or take action against us.

Authorized Signatory

Name:

Designation

Stamp & Seal.

16.9. Form 8: Format to share Project details

Name of the Project	
General Information	
Client for which the project was executed	
Name of the client contact person(s)	
Designation of client contact person(s)	
Contact details of the client contact person(s)	
Project Details	
Description of the project	
Scope of work of the Bidder	
Deliverables of the Bidder	
Technologies used	
Current Status of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the Bidder	
Duration of the project (number of months, start date, completion date, current status)	
Other Relevant Information	
Mandatory Supporting Documents:	
<ul style="list-style-type: none"> <li>• Work order / Purchase order / Contract for the project</li> <li>• Client Certificate giving present status of the project and view of the quality of services by the Bidder</li> </ul>	



16.10. Form 9: Technical Bill of Material and Bill of Quantity (To be provided by the Bidder)

Notes:

1. The Bidder shall submit the technical proposal including the BoM with 'Make' and 'Model' details excluding the cost.
2. The Bidders can add additional line items as per their requirements
3. Bidder should not share any bid price information in the technical bid

Hardware specifications should be as per the specifications mentioned in Compliance sheet (Form 5). The quantity required may vary by +20% during the course of execution of the project. The unit rate quoted in the financial bid will be used to calculate the price of the varied component.

Sr. No	Description	Quantity/Unit Required	Make and Model
1.	XXX	XX	

Note: It is mandatory to fill up complete information in above table.

## **17. Appendix II: Commercial Proposal Templates**

### **17.1. General**

The Bidders are expected to respond to the RFP using the forms given in this section for Commercial Proposal.

Form 8: Covering Letter

Form 9: Commercial Bid Template

## 17.2. Form 8: Covering Letter

Date: dd/mm/yyyy

To

The Registrar, Co-operative Societies,  
3<sup>rd</sup> Floor, Pashupalan Evan Sahkarita Bhawan,  
Hesag, Hatia, Ranchi-834003.

**Sub** : Selection of the Commercial fid.

**Ref** : Your RFP ref. No: <No> Dated <DD/MM/YYYY>

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of Procurement of Hardware equipment's for Office of the Registrar, Co-operative Societies, Jharkhand do hereby propose to provide services as specified in the bid referred above.

### 1. PRICE AND VALIDITY

- All the prices mentioned in our bid are in accordance with the terms as specified in the bid documents. All the prices and other terms and conditions of this bid are valid for a period of 180 calendar days from the date of submission of the Bids.
- We hereby confirm that our bid prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the bid formats.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other Corporate Tax in altered under the law, we shall pay the same.

### 2. UNIT RATES

We have indicated in the relevant schedules enclosed, the unit rates for the purpose of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

### 3. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the bid documents and there are no deviations.

### 4. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

### 5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the bid document. These prices are indicated in the subsequent sub-sections of this Section.

6. CONTRACT GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract Bank Guarantee in the form prescribed in the bid.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a bid you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Authorised Signatory)

Name

Designation

Seal.

Date:

Place:

Business Address:

### 17.3. Form 9: Commercial Bid Template

The Bidder has to quote the rate in the Item Data available online with this bid. Details to be filled up for price bid are as below:

**The price shall be inclusive of Goods & Services Tax as applicable under the relevant Laws of India.**

Sr.No	Particular	Amount (inclusive of All the taxes) In Rs.
1	Table 1 Cost related to Supply and Installation of Hardware with Warranty for 3 years (A)	
2	Table 2 Cost related to AMC for 2 years after completion of warranty period (B)	
	Total – (A + B)	

Table 1: Cost related to Supply and Installation of Hardware /Software with Warranty for 3 years as per Items mentioned in the Compliance sheet for technical proposal.

Sr. No	Item Description	Quantity	Unit Rate		Total Commercial Cost
			Base price	% GST/HSN	
1.	Xxxxxx	Xxxx			
			Total A		

Table 2: Cost related to AMC for 2 years after completion of warranty period for items mentioned in the Compliance sheet for technical Proposal

Sr. No	Item Description	Quantity	Unit Rate		Total Commercial Cost
			Base price	% GST/HSN	
1.	Xxxxxx	Xxxx			
			Total B		

**Note:**

1. The Bidder should submit only the 'Summary of the Financial Format' on the e-Tender portal and the detailed financial bid should be submitted manually when asked. The formats for detailed financial bids to be as per formats defined in his RFP.
2. The bidders may visit the site and obtain additional information at their own cost and responsibility.

3. The cost of Capex (Hardware cost +Warranty) quoted by the bidder shall not be more than 70% of the Total Commercial cost .
4. Minimum 10% stock of basic spares like keyboard, mouse, RAM, SMPS etc is mandatory by the supply vendor at the service center/resident engineer.
5. The value of the hardware discover in this bid will be valid for 1 year from the date of LoA issued and Office of the Registrar, Co-operative Societies, Jharkhand may release the purchase order to the bidder in any month during this one year.
6. Office of the Registrar, Co-operative Societies, Jharkhand to scale up and scale down resources based on requirements. Any line items may be removed from the scope based on Office of the Registrar, Co-operative Societies, Jharkhand discretion.
7. All the prices are to be entered in Indian. Rupees ONLY.
8. Prices indicated in the schedules shall be inclusive of all taxes, Levies, duties etc. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
9. During the payment stage, Office of the Registrar, Co-operative Societies, Jharkhand reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
10. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items. No additional/separate payment shall be made regarding the same.
11. For the purpose of evaluation of Commercial Bids, Office of the Registrar, Co-operative Societies, Jharkhand shall make appropriate assumptions to arrive at a common bid price for all the Bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
12. The Contract Price shall be firm and not subject to any alteration.
13. The Implementation agency should be deemed to have satisfied itself as to the correctness and sufficiency of the contract price, which shall, except as otherwise provided for in the contract, cover all its obligations under the contract.
14. Please note invitation of price discovery rate for future requirements does not imply guarantee of any additional work or any increase in scope. The price discovery rates are being invited to meet any exigency requirements if a need emerges during the period of contract with respect to deployment of additional manpower resources.
15. No advance payment shall be made towards any activity

## 18. Appendix III: Other Templates

### 18.1. Legal & Stationary Charges

Successful bidder shall pay the Legal & Stationary charges as applicable.

The bidders are requested to note that stationary charges as given in the table above will be recovered from the successful bidder for preparing certificate bills in respect of the work.

### 18.2. Stamp Duty

Stamp duty shall be paid as applicable.

### 18.3. List of Banks

Financial instruments from any commercial bank operating in the country is acceptable.

### 18.4. Contract Agreement (CA) Format

Contract agreement format will be shared separately with the successful bidder.

### 18.5. Performance Security Bank Guarantee Format

Format of Electronic Performance Bank Guarantee (e-PBG) shall be downloaded online from GEM Portal by the successful L1 Bidder (s) after financial Bid evaluation.

18.6. Non-Disclosure Agreement Format  
(To be submitted on a non-judicial ₹ 100 Stamp Paper)

This Non-Disclosure Agreement (“Non-Disc”) is made and entered into \_\_\_\_ day of \_\_\_\_ month \_\_\_\_\_ year (effective date) by and between \_\_\_\_\_ (“Department”) and \_\_\_\_\_ (“Company”).

Whereas, Department and Company have entered into an Agreement (“Agreement”) \_\_\_\_\_ effective \_\_\_\_\_ for \_\_\_\_\_; and

Whereas, Each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, (“CONFIDENTIAL INFORMATION”).

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. **Definitions.** As used herein:
  - a) The term “Confidential Information” shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer and prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party’s data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department’s information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
  - b) The term, “Department” shall include the officers, employees, agents, consultants, contractors and representatives of Department.
  - c) The term, “Company” shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.
2. **Protection of Confidential Information:** With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:
  - a) Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;
  - b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;



- c) Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Bids developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
  - d) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
  - e) Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
  - f) Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.
3. **Onus.** Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
4. **Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
- a) Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
  - b) After it has become generally available to the public without breach of this Agreement by Company; or
  - c) Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
  - d) Which Department agrees in writing is free of such restrictions.
  - e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
5. **Remedies.** Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department; (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.

6. **Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
7. **Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
8. **No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
9. **Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
10. **Dispute Resolution.** If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to the Registrar, Co-operative Societies, Jharkhand
  - a) The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereof.
  - b) The place of arbitration shall be Ranchi, Jharkhand.
  - c) The arbitrator's award shall be substantiated in writing and binding on the parties.
  - d) The proceedings of arbitration shall be conducted in English language.
  - e) The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
11. **Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Ranchi, Jharkhand, India only.
12. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.
13. **Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
14. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and

enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

16. **Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
17. **Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
18. **Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.
19. **Term.** Subject to aforesaid section 17, this Agreement shall remain valid up to ..... years from the "effective date".

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

**For Department**

Name:

Title:

WITNESSES:

1.

2.

**For Company**

Name:

Title:

WITNESSES:

1.

2.

18.7. Irrevocable Undertaking Format  
(To be submitted by selected bidder, on ₹ 500/- stamp paper duly notarized)

I Shri / Smt. .... aged, ..... years Indian Inhabitant. Proprietor/  
Partner / Director of M/s..... resident at  
..... do hereby give Irrevocable undertaking as under;

1. I say & undertake that as specified in section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to Office of the Registrar, Co-operative Societies, Jharkhand by way of commensurate reduction in prices.
2. I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, Office of the Registrar, Co-operative Societies, Jharkhand shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Counsel.
3. I say that above said irrevocable undertaking is binding upon me / my partners / company / other Directors of the company and also upon my / our legal heirs, assignee, Executor, administrator etc.
4. If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty / punishment or both as per the provisions of GST Act.

Whatever has been stated here in above is true & correct to my / our own knowledge & belief.

Solemnly affirmed at

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Identified by me.

