

## SCHEDULE OF TENDER PROCESS

<b>Name of the project</b>	<b>SETU</b>
<b>Estimated Cost of the Project</b>	<b>Approx, Rs. 7 Lacs, Per Tahasil</b>
<b>Amount of Earnest Money Deposit</b>	<b>Rs. 1,00,000/- (Rs. One Lacs )</b>
<b>Period for Completion of the Project</b>	<b>Within 15 days (From the date of issue of work order)</b>
<b>Sale of Bid documents at</b>	<b>Collectorate, Buldhana Maharashtra From 04/02/2010 to 18/02/2010 (upto 12.00 p.m)</b>
<b>Cost of Bid Document (Non-refundable)</b>	<b>Rs.5,000/- (Rupees Five Thousand Only) to be paid by Bank Draft In the name of "Collector &amp; Chairman, District Level Setu Society Buldhana."</b>
<b>Place, Date &amp; Time of Pre Bid Meeting</b>	<b>Office of the Collector, Buldhana on 23/02/2010 at 11.00 a.m.</b>
<b>Last Date, Time &amp; Place for submission of sealed Bids</b>	<b>Collector Office, Buldhana 18/02/2010 upto 3.00 p.m.</b>
<b>Place, Date &amp; Time for opening of Bids</b>	<b>Collector Office, Buldhana 1) Technical Bid at 23/02/2010 at 12.00 p.m. 2) Commercial Bid at 25/02/2010 at 11.00 a.m.</b>

INSTRUCTION TO BIDDERS  
SUBMISSION OF BIDS

**1. PRE-QUALIFICATION OF BIDDERS :**

This invitation for bids is open to all firms / entrepreneurs who are eligible to do business in India under relevant Indian laws as is in force at the time of bidding except who have been declared by any agency of the Government of Maharashtra to be ineligible to participate for corrupt, fraudulent or any other unethical business practices during the period for which such ineligibility is declared.

In addition, Entrepreneurs desirous of bidding for the project shall have the following qualifications :

- i) The bidder shall have experience in implementing Information Technology Projects of comparable size and complexity preferably in the area of I. T. - enabled customer services.
- ii) The Turnover of the bidder in installation and maintenance of hardware, development of software, installation and maintenance of complex LAN / Wide Area Networks and/or providing I.T. - enabled customer services, shall exceed of **Rupees Five Lacs Only in each of the preceding two years (FY 2007 - 08 & 2008 - 09)** (C.A. Certificate is necessary)
- iii) The bidder should have employed at least Two I.T. Professionals. For this purpose, the term I.T. Professional means a person with a graduate degree/diploma or a higher qualification in computer or communication areas from a recognized university.
- iv) The Bidder should have the capacity to make a minimum investment of **Rs.7 Lacs (Rs. Seven Lacs Only)** for each Taluka. This should be supported by a Bankers or Chartered Accountant Certificate which shall show the capacity of the bidder to make immediate investments for the SETU centers. The Bankers Certificate for funds available for immediate investment will be in the Performa given in Annexure - 8.
- v) The Bidder shall have Sales Tax and Income Tax Clearance Certificates upto 31/3/2009
- vi) The Bidder can partner with another person (firm or company) subject to the following conditions.
  - a) A maximum of one partner will be allowed for each bidder, otherwise called the **principal bidder**.
  - b) The principal bidder shall disclose full particulars of the partner in the prescribed format while submitting the tender and enclose with it a copy of the agreement between them in relation to this tender.
  - c) The contractual agreement of SETU will be with the successful principal bidder(s) and their partner(s). The bidder and the partner are jointly and severally responsible for discharging the contractual obligations with TWINS.
  - d) The minimum turnover of only the principle bidder shall be at least Rs.5 Lacs (Rs. Five Lacs) (Balance sheet, Profit & Loss turnover, cash flow statement to be given by the bidder).
- (vii) Separate bid form both Technical & commercial shall be filled for each Taluka

## **2. COST OF BIDDING**

The Bidder shall bear all the costs associated with the preparation and submission of its bid, and the Tendering Authority in no case, will be responsible or liable for these costs, regardless of conduct or outcome of the bidding process.

## **3. BIDDING DOCUMENTS**

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid. The bidders are encouraged to visit the facilities at SETU pilot project at Thane District and Interact with the Collectors by prior appointment to understand the working at these centers, before submitting in bid.

## **4. AMENDMENT OF BIDDING DOCUMENTS**

At any time prior to the deadline for submission of bids, the Tendering Authority may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, modify, change, incorporate or delete certain conditions in the bidding documents.

All prospective bidders who have received the bidding documents will be notified of the amendment if any in writing, and will be binding on them.

In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids the Tendering Authority, at its discretion, may extend the deadline for the submission of bids.

## **5. LANGUAGE OF BID**

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Tendering Authority shall be in English language. Wherever the correspondence is not in English, requisite translation should be attached, and the English version shall prevail.

## **6. BID FORM**

The bidder shall submit the commercial Bid in the form given in Annexure - 3.

## **7. HOW TO QUOTE PRICES**

The APEX SETU Society in consultation with the Government of Maharashtra will decide the cost of various certificates. The cost will minimum standard cost for each District SETU Society. The tendered should quote the transaction cost of certificates. **The citizens will be charged at the rate of transaction cost quoted by the successful Tenderer plus standard minimum cost of certificate decided by the APEX Society.** It is expected that on an average about 150 transactions will take place at the Taluka level SETU. However it may vary from place to place. The Tenderer may access independently number of transactions at Taluka level. Further APEX SETU Society in consultation with the Government of Maharashtra will also decide, the time schedule for delivery of the certificate from the receipt of the application from citizens. The District society based on number of transactions and the rates agreed, will pay the successful tenderer on monthly basis. However, the district SETU society will have powers to change different rates for various categories of the certificates to be issued through SETU to the citizens.

If required the Tendering Authority may at a later stage (i.e. after the finalization of the contract or at the time of agreement) ask for a component wise break up of the price. No enhancement of the rates quoted will be allowed during the period of the agreement.

In the view of the above the Tenderer are requested to quote for the per transaction strictly as per BID form. The rates quoted shall be inclusive of all taxes, duties and statutory payments incident upon the operator.

When an affidavit is an integral part of any transaction then the vendor will not charge for the affidavit separately.

#### **8. BID CURRENCY**

Prices shall be quoted in Indian Rupees only.

#### **9. EARNEST MONEY DEPOSIT**

**The bidder shall furnish, as part of its bid, a Earnest Money Deposit in the form of a DD drawn in favor of “Collector & Chairman, District Level Setu Society Buldhana.”, Payable at Buldhana for an amount of Rs.1,00,000/- (One lacs Only). No exemption for submitting the EMD will be given to any agency. Unsuccessful bidder's EMD will be discharged / refunded as promptly as possible but not later than 30 days (Thirty Days) after the decision of the commercial bid is taken. The successful bidder's EMD will be discharged only after the completion of the contract papers. The EARNEST MONEY DEPOSIT shall be forfeited :**

- a) If a bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form :
- b) Or in case of a successful Bidder, if the Bidder fails :
  - 1) To sign the Contract; or
  - 2) To furnish the performance security.

#### **10. CONTENTS OF ENVELOPES**

Bid will be a “Two Envelope Bid” comprising of Technical Bid and Commercial Bid .

##### **Technical Bid -**

First envelope shall be marked as Envelope No. 1 Technical envelope which contains **Documents Establishing Tenderers Eligibility and Qualification.**

- a) Earnest Money Deposit as per Clause 9.
- b) Turnover of the tenderer as per clause no 1 (ii) or ITB. C.A. Certificate of Turnover specifically for installation and maintenance of complex LAN / Wide Area Networks is to be given.
- c) Man power availability with the Tenderer as per clause 1 (iii) of ITB.
- d) Sales Tax Clearance Certificate upto March 2009.
- e) Valid Income Tax Clearance Certificate on the date of opening of technical bid.
- f) Balance Sheet, Profit and Loss Account for last two years.
- g) Companies Registration Certificate or Partnership Deed in case of firms.
- h) Certificate from Bank / Chartered. Accountant as per clause 1 (iv) of ITB. In Annexure-8
- i) Details of experience and past performance of the Bidder and equipment's offered for the past two year. (Suggested proforma in Annexure - 6 of volume of business handled)
- j) Bidders Power of Attorney.
- k) Capability Statement (Annexure - 6).

- L) Information regarding litigation /Debarring/black listing/expelling /abandonment of work by bidder or failure to pay due to setu samiti/Government or arrears of amount

**Approach Paper -**

Bidder is expected to give a brief approach paper and an outline of the solution proposed. These are expected to provide information for evaluation based on the following criteria.

A1. Understanding of the project requirements important issues and associated risks for the SETU system.

A2. Suggested modifications and improvements to the functional requirements, architecture and other aspects in the existing SETU pilot project.

A3. The bidders are expected to propose the outline of their solution in respect of each of the following areas, with illustrations to explain the features of each of the proposed solutions and also indicate the packaged software preferences. Proposed architecture of the solution will cover the following

:

- Technology model.
- Architecture of application software.
- Networking architecture.
- Security model.
- Any other Technical standards proposed to be adopted.
- Testing and quality control processes.
- Openness & Inter-operability of solution. In particular, the vendors should identify areas in which their solution conforms to open standards and areas that are proprietary in nature. Justification about proprietary components in terms of functionality and performance should be given.
- Cost - effectiveness of proposed solution.
- Scalability of the solution.
- Compatibility with the existing software of the participating departments.

A4. Implementation Plan

- Software development and implementation plans including timeframe, milestones and deliverables at various stages of implementation.
- Training plans.
- The strategy he intends to adopt for maintaining the centers for five years.
- Manpower deployment plan.

**Commercial Bid -**

Second envelope shall be marked as envelope No. 2 "Commercial Envelope" which contains only price schedule in the prescribed Performa in Annexure 3.

## **11. SIGNING OF BIDS**

The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The latter authorization shall be supported by written power - of - attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

Any interlineations, erasures or overwriting shall be valid only if they re signed by the person or persons signing the bid.

## **12. COMPLETENESS OF BIDS**

The bid will be summarily rejected if all the documents mentioned above are not enclosed in technical bid.

## **13. SUBMISSION OF BIDS**

Each offer should be placed in a separate envelope super scribed : "Technical bid" or "Commercial bid", as the case may be, followed by bear the words "Invitation for Bids for BOOT basis for SETU." Name of the bidder and contact address should also be written on the envelope.

## **14. SEALING AND MARKING OF BIDS**

The Bidders shall seal the envelope No. 1 Technical envelope and envelope No. 2 Commercial envelope in separate inner envelopes, duly marking the envelopes as "Envelope No. 1, Technical Envelope" and "Envelope No. 2 Commercial Envelope". The inner and outer envelopes shall be addressed to the District Collector Buldhana. The two envelopes will be placed in an outer envelope. The outer envelope should also be addressed to the District Collector Buldhana. This will contain the name and address of the Bidder to be returned unopened in case it is declared "late". The bidder should write the name of the Tahasil, for which he want to bid, on the right side of each envelope.

If the outer envelope is not sealed and marked and the name of the Tahasil is not written on each envelop, the Tendering Authority will assume no responsibility for the Bid's misplacement or premature opening.

## **15. DEADLINE FOR SUBMISSION OF BIDS**

Bids must be received by the Tendering Authority at the address, no later than the time and date specified in the invitation for bids. In the event of the specified date for the submission of Bids being declared as a holiday for the Tendering Authority, the bids will be received up to the appointed time on the next working day.

The Tendering Authority may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of the Tendering Authority and Bidders subject to the deadline will thereafter be subject to the deadline as extended.

## **16. LATE BIDS**

Any bid received by the Tendering Authority after the deadline for submission of bids prescribed, will be rejected and / or returned unopened to the Bidder.

## **17. WITHDRAWAL OF BIDS**

The Bidder may withdraw its bid after the submission, provided that written notice of the withdrawal is received by the Tendering Authority prior to the deadline prescribed for submission of bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its bid security.

#### **18. PERIOD OF VALIDITY OF BIDS**

Bids shall be valid for 90 days after the date of bid opening. However, Collector reserves right to extend this validity period ,it necessary. A Bid valid for a shorter period shall be rejected by the Tendering Authority as non-responsive. In exceptional circumstances, the Tendering Authority may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

### **BID OPENING AND EVALUATION**

#### **19. EVALUATION COMMITTEE**

The tenders shall be evaluated by the Tender Committee constituted by the Collector. The decision of the Tender Committee in the evaluation of the Technical and Commercial bids shall be final.

#### **20. OPENING OF BIDS**

Immediately after the closing time, the Tendering Authority shall open the bids as per the schedule. In the event of the specified date of Bid opening being declared holiday for the Tendering Authority, the Bid shall be opened at the appointed time and location on the next working day.

The technical bids envelope will be opened and listed for further evaluation. The Bidder's names, bid modifications or withdrawals, the presence or the absence or requisite bid security and such other details as the Tendering Authority, at his discretion, may consider appropriate, will be announced at the time of opening. No Bid shall be rejected at the opening, except for late bids, which shall be returned unopened to the bidders.

The financial bid covers shall be listed and put into a bag sealed. The sealed bag of financial bids shall be in custody of a designated officer and the financial bids will not be opened till the completion of evaluation of technical bids.

Bids will be opened in the presence of bidder's representatives, who choose to attend. The bidder representatives who are present shall sign a register evidencing their attendance.

Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

#### **21. CLARIFICATION OF BIDS**

During evaluation of bids, the Tendering Authority may, at its discretion, ask the Bidder for a clarification of its bid. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

#### **22. SCRUTINY OF THE BIDS**

Preliminary scrutiny will be made to determine whether the bids are complete, whether any computational errors have been made, whether required EMD has

been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Prior to the detailed evaluation, the Tendering Authority will determine the substantial responsiveness of each bid. For purpose of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the bidding documents without material deviations.

If a bid is not substantially responsive, it will be rejected by the Tendering Authority and may not subsequently be made responsive by the bidder by correction of the nonconformity. Technical bid shall be evaluated in three sub-steps.

**Firstly**, the documentation furnished by the operator will be examined prima facie to see if the technical skill base and financial capacity and other operator attributes claimed therein are consistent with the needs of this project.

**In the second step**, the Tendering Authority may ask the bidders for additional information, visit to vendors site and / or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation. If it is found that the documents submitted by the bidder are not compatible with the actual situation at site, or if the document supplied by the bidder are found to be fraudulent or misrepresenting the facts, it will render the bidder ineligible for further participation in the tender process. The decision of the Tender Committee in this regard is final and binding on the bidder and can not be challenged.

**Finally, in the third step**, the Tendering Authority will require those Bidders who have qualified up to this stage to make a detailed presentation on the proposed solution and the prototype developed. The Technical Approach Paper of the bidder enclosed to the bid document will be the basis for this. This will be supplemented by a presentation to the Tender Committee, with a view to bring out the bidder's appreciation of the requirements of SETU project, the architecture of the proposed solution, the practicability of the proposed solution, the cost - effectiveness thereof and finally the proposed implementation strategy.

### 23. TECHNICAL EVALUATION

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

Criteria	Marks
Experience in providing IT solutions for complex citizen service systems	20
Understanding of the issues and project requirements	20
Proposed solution	20
Schedule of implementation	40
Total	<b>100</b>

The commercial Bid of the bidder whose technical bid gets more than 35 (thirty five) marks will be opened.

The Tendering Authority may ask Bidder(s) for additional information, visit vendors site and / or ask for technical presentation and may arrange discussion

with their professional, technical faculties to verify claims made in technical bid documentation.

**24. DATE OF OPENING OF COMMERCIAL BIDS**

The dates for opening of the commercial bid will be announced after the scrutiny of the technical bid has been completed as above.

**25. APPLICABILITY OF THE RATES**

The rates quoted shall be valid for the services maintained in the Tender Document. Any new services that may be introduced in future, rates per transaction will be fixed after negotiations between the successful bidder & SETU Samiti.

**26. REVISED COMMERCIAL BIDS**

Should there be any changes in the terms in the terms and conditions of the tender pursuant to the negotiations during the evaluation of the technical bids, which are likely to impact on the financial bids, it shall be competent for the Tendering Authority to seek revised commercial bids in sealed covers ONLY from those Tenders cleared technically by the committee. While seeking such revised financial bids, the committee shall give reasons justifying the need for such a course of action.

**27. OPENING OF COMMERCIAL BIDS**

The Tendering Authority may at its discretion discuss with the Bidder(s) to clarify contents of financial offer.

The tendering Authority may, at its discretion, negotiate with one or more of the bidders to explore the scope for revision of financial offers so as to meet its expectation of a cost effective, sustainable, and economically promising solution.

**28. EVALUATION OF COMMERCIAL BIDS**

The commercial bids of only technically successful suppliers will be opened.

**29. AWARD CRITERIA**

Final choice of firm to execute this project for each Tahasil shall be made on the basis of evaluation of Technical bid and financial bid thereof.

The financial bid will be evaluated on the basis of cost effectiveness of the solution. The bidder whose commercial offer has been determined to be lowest will be selected finally in each Tahasil. Usually only one bidder shall be selected for one Tahasil. The Tendering Authority reserves the right to entrust different Talukas to different vendors. No negotiations will be done after opening of commercial bid.

**30. CONTACTING THE TENDERING AUTHORITY**

No Bidder shall contact the Tendering Authority on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If he wishes to bring additional information to the notice of the Tendering Authority, he should do so in writing. The Tendering Authority reserves the right as to whether such additional information should be considered or otherwise.

Any effort by a Bidder to influence the Tendering Authority in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his bid security amount.

### **31. CORRUPT OR FRAUDULENT PRACTICES**

The Tendering Authority required that the bidders/suppliers / contractors under this tender, observe the highest standards of ethics during the procurement and execution of such contracts.

For the purposes of this provision, the terms are defined as follows :

- a) "Corrupt practice" means the offering, giving receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and
- b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Tendering Authority, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Tendering Authority of the benefits of the free and open competition. The Tendering Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

The Tendering Authority will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

### **32. NOTIFICATION OF AWARD**

Prior to expiration of the period of bid validity, the Tendering Authority will notify the successful bidder in writing that its bid has been accepted.

Upon the successful bidder's furnishing of performance security, the Tendering Authority will promptly notify each unsuccessful bidder and will discharge their bid security.

### **33. PERFORMANCE SECURITY AND SIGNING OF CONTRACT**

Within thirty (30) days of the receipt of notification of award from the Tendering Authority, the successful bidder shall furnish the **performance security of Rs. Five Lacs (5 Lacs) in the form provided in the bidding documents**, or in another form acceptable to the Tendering Authority.

The performance security shall be denominated in Indian rupees and shall be in the form of a Bank guarantee or an irrevocable letter of credit issued by a nationalized / scheduled bank located in India acceptable to the implementing / Tendering Authority in the form provided in the bidding documents (Annexure 7), or a cashier's cheque or bankers certified cheque or crossed Demand Draft or Pay Order drawn in favor of the implementing / Tendering Authority.

The performance security shall be valid during the period of contract. Failure of the successful bidder to sign the contract, proposed in this document (Conditions of Contract) and as may be modified, elaborated or amended at through the award letter, shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Tendering Authority may make the award to another bidder or call for new bids.

### **34. BINDING CLAUSE**

All decisions taken by the Tendering Authority regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

The Tendering Authority, reserves the right :

- To vary, modify, revise, amend or change any of the terms and conditions mentioned above; or
- To reject any or all the tender/s without assigning any reason whatsoever thereof or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the contract document, the Tendering Authority's interpretation of the clauses shall be final and binding on all parties.

**35** In view of the forthcoming setu centers to be setup under “**Maha Setu Scheme**” at village or circle levels, there is likelihood of fall in No. of transactions at taluka setu level. So bidders are advised to take in to account this possibility of less No. of transactions in future as compared to current level, before filing the bid.

**36** Conditional Tenders

Conditional Tenders shall be summarily rejected

**CONDITIONS OF CONTRACT**  
**PART 1 :**  
**DEFINITIONS AND APPLICABILITY**

**1. DEFINITIONS :**

1.1 In this Contract, the following terms shall be interpreted as indicated below :

- a) "Contract" means the agreement entered into between the Tendering Authority and the Operator, as recorded in the document signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;
- b) "Bidder" means any firm(s) or person(s) offering the solution(s), service(s) and/or material(s) required in the tender. The word "Bidder" when used in the pre award period shall be synonymous with "Operator" which will be used after award of the contract.
- c) "Operator" shall mean the successful bidder to whom the contract has been awarded and with whom the Tendering Authority signs the contract for rendering of goods and services.
- d) "The Contract Price" means the price payable to the operator under the contract for the full and proper performance of its contractual obligations;
- e) "The Goods" means all the software, equipment, machinery and / or other materials which the operator is required to supply to the Tendering Authority under the contract;
- f) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the operator covered under the contract for running SETU centre. "Project Site" wherever applicable, means the place or places of SETU centre.
- g) "Day" means a working day.
- h) "Unit" means a certain set of hardware as defined in the Annexure 1 of the Special Conditions of Contract to be provided in any single Project Site where the setup has to be provided.
- i) "Tendering Authority" means the District Collector or any officer of the Government of Maharashtra who has been authorized to issue a work order under this contract.
- j) "Maintenance" shall mean and include the following :
  - Locate, remove, and repair technical fault.
  - Providing the spares when the parts become faulty and can not be repaired.
  - Identify Software related problems such as run time error viruses etc. and reload the machines with software.
  - Housekeeping of all hardware

- Ensuring clean power supply
  - Take care of System Administration.
  - Software maintenance and installation of upgraded various wherever provided.
  - Any other task to be performed to keep the system functional.
- k) " Rural Information kiosk"(acronym RIK) is defined as an outstation extension counter of the SETU at the Tahsil .The term "Tahsil Setu" shall Include the RIK

## **2. APPLICATION OF THESE CONDITIONS**

These conditions shall apply to the extent that they are not superceded by provisions in other parts of the contract.

## **3. OTHER DOCUMENTS THAT FORM PART OF THIS CONTRACT**

The Tender Document (along with its amendments if any), the Bid of the operator, any clarifications sought by the Tendering Authority, the responses provided by the Operator, and any other correspondence exchanged shall form part of the contract to the extant the same is not inconsistent with this document and the award document to the operator.

## **4. NO RELAXATION TO ANYBODY INCLUDING SSI UNITS WILL BE PROVIDED**

The proceeds of the performance security shall be payable to the Tendering Authority as compensation for any loss resulting from the operator's failure to complete its obligations under the contract. The Performance Security will be forfeitable for non-performance of the contract.

In the event of any contract amendment, the operator shall, within 31 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 180 days thereafter.

## **PART 2 :**

### **INTRODUCTION OF SETU AND ITS CONCEPT**

#### **1. INTRODUCTION**

With a view to take the benefits of Information Technology to the common man, and as a part of its e-Governance initiative, the Government of Maharashtra has embarked on a unique project that seeks to redefine public service - SETU - which in local language means a bridge, a bridge between the people and the Government!

It is an IT project that is focused on the common man. The objective is to provide to the citizens of the State more and more services and information of the departments and agencies of the State and Central Governments in an efficient, reliable, transparent and integrated manner on a sustained basis. This is to be done through a chain of computerized SETU Centers. The SETU project will eventually render one - stop services to the public through multiple delivery channels like physical SETU Centers, Electronic Kiosks and through the web.

As a pilot project, the first SETU Centre was inaugurated in Thane on the 18/08/2001. This has already been extended to cover more than 20 districts in the state. In some districts centers have even come up in Taluka headquarters. These Centers are working very successfully. It is now proposed to start similar Centers in the other parts of the state on a **BOT** basis (Build Operate & Transfer).

SETU Centers are also proposed to be set up for giving specialized services where the work loads so permits. For example, in offices of the Transport Department with large transaction volumes, SETU Centers may be set up exclusively delivering services for the registration of vehicles, issue of driving licenses, etc. Similarly, SETU Centers may be set up by Municipal Corporations of Zilla Parishads to provide exclusive services pertaining to them. SETU Centers can be set up in hospitals exclusively catering to the patients.

#### **2. IMPLEMENTING AUTHORITY**

The SETU Centers will be mostly be set up by a society under the name of SETU which will be set up under the control of the Collectors of the district.

The operator will enter into an agreement with the Tendering Authority upon furnishing of a security deposit.

After this, the work order will be issued directly by the respective Collectors, or other implementing Authority as may be relevant. The operator will commence the work on the receipt of such a work order. The exact number of counters and other infrastructure to be set up will be indicated in such a work order. The operator will also get the detailed layout of the SETU Centers approved directly from such implementing Authority before starting the work.

### **3. THE SELECTION OF OPERATORS**

It is proposed to locate at the places listed in district and taluka head quarters on a BOT basis through operators selected through a competitive bidding process.

### **4. LOCATION OF CENTERS**

Buldhana District has 13 Talukas, The setu centers are to be located in the office of the District Collector as well as in the offices of the each Tahsildars, spread over the whole district. The setu shall be setup in each Taluka. The Tahsil Setu shall include the RIK. The office of the SDO shall be provided connectivity with the Tahsil setu

### **5. TIME FRAME IN WHICH TO BE SET UP**

The setting up of these centers will be required to be done in the time schedule

- The SETU center at Thane has 20 citizen counters. Other centers at the district level have 10 to 20 counters. At the taluka level, one to three counters are proposed, while Talukas, District centers would have more units. A unit has been defined in clause 2.1 of part 3.
- There is a reception - counter - cum - help - desk for advice and assistance where all the required forms are provided. Assistance is also given to the citizen in filling up the forms correctly.
- The details of the application and the accompanying documents are entered into the system at this time. Applications deficient in some documents are returned to the applicant along with a printout containing the details of the additional requirements that they have to comply before the application can be accepted.
- Complete applications are accepted issuing token for the same. A unique number is generated for each of the application that is submitted and accepted at the counter.
- Preparation of the affidavits with the facilities of digital photographs. The Soft ware shall contain a set of pre-defined affidavits necessary for various official purposes.
- All mails (tapal) received from different senders including other Government Offices are accepted in the Setu and a receipt given
- A counter to deliver the certificates and other document is provided. ...
- The service center is equipped with an electronic queuing system, electronic displays and controls.
- The front end is handled by a private operator / NGO while the back end working is handled by government staff. The back end also include processing room ,mutation and 7/12 data entry room.

**PART 3 :**  
**SCOPE OF WORK**

**1. SCOPE OF WORK OF BOOT OPERATOR**

The following will be the scope of work for the BOOT Operator proposed to be appointed as a result of this Tender :

- 1) The operators shall install the required hardware, software and other equipment and maintain the same for a period of five years from the date of its acceptance, as per the conditions prescribed in this document, and in the time frame prescribed at his own cost.
- 2) The operator will provide hardware sets along with operation system as given the **Annexure – 1 & 2** .
- 3) The operator will provide hardware for a help desk at each location. Such help desk will consist of an automatic token dispenser, one or more enquiry counters to give out information and application forms, as well as application writing facilities.
- 4) The operator will provide furniture. The counters will have a system for electronic token display system.
- 5) The operator will be responsible for providing the necessary environment required for the proper upkeep and maintenance of the premises in all locations.
- 6) The operator shall operate the front end and help desk counters of the SETU Centers for the entire contract period at their expense. The scope of the work '**operate**' shall be constructed to mean manning the counters with suitable trained, well behaved and polite staff to handle front end transactions **but not** the back end operation of the centers. The operations would include data entry, scanning, sorting, indexing, printing and delivery of output in various media including paper, pre-printed stationary, etc.
- 7) The back end of the centers will be manned by the staff of the respective government departments. The operator will be required to issue the final orders, permits, licenses, etc after they have been approved and signed (where required) by the back end government staff.
- 8) The operator will provide training of personal of the implementing authority in running of the applications. The operator shall arrange training workshops for improving the skills of the back end Government staff in proper day-to-day usage of the software. The workshops shall cover all the staff at least once in 6 months and on a need basis whenever required. The first batch of such workshops shall be conducted at least 14 days before the commencement of the SETU center.
- 9) The timings of the centers will normally be either a) during office hours or b) after office hours and also on holidays if required. This will be decided by SETU Buldhana society.
- 10) The operator will be responsible for ensuring that the response - times in accessing the servers and provision of counter services at all times during the currency of the contract.

- 11) The operator will be responsible for the maintenance of the systems on a turn key basis. He shall provide trained manpower to maintain the hardware, networking equipment and software at all locations which are allotted to the agency. Maintaining the required uptime of all the systems to ensure provision of quality services to the citizens are the main ingredients of the proposal. The operator shall ensure a system uptime of 98% and full power availability for the specified time.
- 12) The operator will be responsible for the supply of consumables, stationery and media, and any other material required essentially to provide the services. He shall also meet the cost of power and telecommunication costs at the SETU Centers for a period of five years.
- 13) The operator will be responsible for providing a reliable connectivity between SETU Centers and the district control room or such other center from where the data is consolidated for the state as a whole.
- 14) The operator will install and maintain Air-conditioning equipment if necessary.
- 15) The operator shall organize at his expense wide publicity through all media, for SETU.
- 16) The operator shall provide and maintain in good working condition Electrical Fittings of all types at each SETU Centers
- 17) To have uniformity throughout the state a standard board to be displayed by vendors giving instructions, general information, facilities available regarding SETU to the citizens.
- 18) It is expected that SETU should be run in business like manner and vendor should try to obtain ISO - 9001 certification for SETU within the period of two years.
- 19) The operator will have to maintain facility like STD PCO, XEROX etc, if necessary, as per the direction of the SETU Society.

## **2. HARDWARE**

The extent of hardware to be provided is specified in **Annexure 1 & 2**.

### **2.1 Number of Units :**

#### ***Taluka Unit -***

It is expected that an average of 75 transactions can be handled per day with a unit consisting of 4 computers, one server, one Laser Printer and other ancillary equipment (called a unit) of this, one of the computers will be used for issue of tokens, application forms, providing assistance at the help desk and for issue of the final output. The other computers will be used for receipt of applications, data entry and issue of receipt. Back end consist of one computers and one Laser Printer which will be used by officers.

A particular SETU Center can be set up with multiple numbers of such units depending upon the actual transactions that are actually required to be done. The SETU Centers would usually be designed to serve about 75 citizens at Taluka level per day. All counters can be operated during peak times and on peak days. Peak traffic is usually expected during office hours and on working days. A lesser number of counters can be operated during the lean periods.

The operator is expected to increase with the prior permission of the SETU society, the number of units as and when the number of transactions increases. The essence of the contract is to provide a time bound service to the citizens. In case the service levels are not maintained, suitable penalties will be levied on the operator as stated in the **Clause 3** of the Contract part 4.

## **2.2 Computer Systems :**

The hardware to be provided by the operator shall be latest and brand new, be of standard brand and shall be capable of delivering high performance during the currency of the project. The hardware equipment, software and any other system installed should be got approved from the implementing / tendering authority before the same is delivered. The hardware shall be got inspected by a team of technical experts of the implementing / tendering authority to ensure compliance to this requirement. The operator shall replace immediately the hardware equipment or software which is found to be of inferior quality or does not suit the requirements.

The system may have to operate in heterogeneous environment wherein the back end implementations could vary. This aspect shall be firmly kept in view.

## **2.3 Hardware Installation :**

The operator is responsible for all transportation, deliveries, unpacking, assemblies, wiring, installation, cabling between hardware units and connecting to power supplies. The operator will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all sites.

## **3. SITE PREPARATION**

Site suitable specifications or layout for locating counters, token display systems, hardware, UPS, Air conditioners, sitting arrangements, writing facility, location of counters, or any other equipment will be finalized in consultation with the implementing Authority. Suitable boards to guide the citizens about the services at the center will also be provided. The operator will be required to prepare the sites accordingly.

The supplier shall prepare the sites in compliance with the standard technical and environmental specification. It is expected that the sites shall be of high quality and provide an attractive and comfortable environment that is found pleasing to the citizens.

It is expected that the outside of the center will be painted in a standard pattern to be prescribed by the Tendering Authority. This is expected to be in an attractive colour scheme and should indicate to the citizen about an existence, of a SETU Centers from a distance.

Completion Certificate of NIC Buldhana is necessary after Installation of Hardware.

## **4. NETWORKING EQUIPMENT**

The operator will be responsible for installation of the Networking Components. This shall include installation all active and passive components, switches, integration of clients and servers, providing for patch cords, on-site System administration and LAN maintenance, implementation of data and network security.

## **5. SYSTEM SOFTWARE**

The Directorate of information technology may also provide software for implementation of SETU program in the State. whenever the web based software will be supplied by the government it shall be mandatory for the Tendered to use it.

## **6. ELECTRONIC DISPLAY AND TOKEN SYSTEM**

An electronic display and token issue system is to be provided at each SETU Center to regulate the entry and queuing of citizens at the center. It shall have to generate a minimum 1000 tokens per day. The system should be transparent and self - operating.

## **7. UPS AND POWER GENERATOR**

The operator shall provide UPS and Power generator backup of required capacity at each SETU Centers to ensure provision of citizen services even when there is a shut-down of power at the center.

The operator shall provide required interface to the applications so as to provide services even when the LAN / WAN is down. The system should update the backend servers automatically, whenever the network connectivity is restored.

## **8. SUPPLY OF CONSUMABLES**

Making available all the consumable and any other goods or articles required from time to time for functional operations of SETU Centers will be the responsibility of the operator. This will include -

- i. Cartridge for laser printer.
- ii. Pre-printed computer stationery required for various application and certificates. The stationery used for all statutory certificates shall be security paper, to prevent duplication.
- iii. Plain paper, files, folders and other stationery articles.

If any doubt arises, whether any item or article can be categorized as required for functional operations or not, or with regard to the quantities used, the decision of the Tendering Authority shall be final. The operator shall maintain an inventory adequate for one month's operations at SETU Centers.

## **9. MAINTENANCE SERVICES**

The maintenance and upkeep of all the equipment as well as the physical security of the centre during the entire period of the contract shall be the responsibility of the operator. The maintenance services of systems shall include.

- a) Carrying out the necessary repairs and fitting or replacement parts wherever applicable. The operator shall maintain an uptime of at least 98%. The operator should normally maintain adequate redundancy (10%) of hardware items.
- b) Preventive maintenance to keep the system functional at all times. Preventive maintenance shall not be attended during SETU's working hours.
- c) Load and Reload software on desktop OS like Win 98/2000/XP, Linux, NT, Office 2000/XP, Lotus Smart suite, Star Office, IE etc.
- d) Installation and Reload support for server OS like Windows NT Server, SCO Unix etc.
- e) Installation and Reload Support for Application software.

- f) Rectification of system software problems due to crashing or malfunctioning of the OS; RDBMS or front end, within the time limits prescribed.
- g) Installation of upgrades of system software namely, OS, RDBMS, and front end.
- h) Guarding the systems against virus infections using the latest anti-virus tools.
- i) To support and maintain the proprietary applications of different departments on the mutually agreed terms.

#### **10. SAFETY REQUIREMENTS**

The operator will abide by the job safety measures prevalent in India and will free the Tendering / Implementing Authority from all demands or responsibilities arising from accidents or loss of life, the cause of which is the operator's negligence. The operator will pay all indemnities arising from such incidents and will not hold the implementing / Tendering Authority responsible or obligated.

#### **11. OPERATOR'S OBLIGATIONS**

The operator is responsible for, and obliged to conduct all contracted activities as defined in the scope of work in accordance with the contract. The operator is obliged to work closely with the staff of the implementing / Tendering Authority and abide by directives issued by them.

#### **12. COMMISSIONING OF THE CENTERS**

The center will be considered to be commissioned when the center is complete in all respects i.e.,

- Hardware is supplied, installed and commissioned.
- Requisite Software is installed.
- Requisite Application Software is installed.
- Connectivity is established.
- The entire setup as defined in scope of work has become functional and the transactions can be done on computers.
- The operation and maintenance manuals together with drawings of the goods and services have been provided by the operator.

In case during the trial period of seven days the society finds his service as not - satisfactory then the vendor will be communicated such requirements and in such case the process mentioned above will be repeated.

#### **13. INSPECTIONS AND TESTS**

Before acceptance of the commissioned project the Implementing / Tendering Authority or his representative shall have the right to inspect and / or to test the Goods to confirm their conformity to the Contract specifications.

The inspections and tests may be conducted on the premises of the operator, at the point of delivery and / or at the Goods final destination. If conducted on the premises of the operator, all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no extra charge to the implementing / tendering authority.

Should any inspected or tested Goods fail to conform to the specifications, the Implementing / Tendering Authority may reject the goods and the operator shall either replace the rejected Goods or make alterations

necessary to meet the required specifications free of costs to the Implementing / Tendering Authority

The Implementing / Tendering Authority's right to inspect test and, where necessary, reject the Goods after their arrival at project site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Implementing / Tendering Authority or its representative prior to the shipment of the Goods.

#### **14. OPERATION AND MAINTENANCE MANUALS**

The operator shall provide complete and technical documentation of hardware, firm ware, all subsystems, operating systems, compiler, system software and the other software. These shall be in such details as will enable the implementing Authority to operate, maintain, adjust and repair all parts of the equipment and software as stated in the specifications. The manuals and drawings shall be in English and in Marathi. At least one set of the manuals should be supplied for each installation sites.

#### **15. TRAINING OF SETU PERSONNEL**

Personnel belonging to Government departments / organizations will be providing the back end services relating to the departments and agencies of the Government. The operator shall train such personnel on running the applications and providing citizen services. The training schedule will be agreed to by both parties during the performance of the Contract. The training shall be for a minimum period of 1 week and may be extended for a further period as may be required to impart the required degree of proficiency to the satisfaction of the Implementing Authority.

The operator shall also be responsible for retraining the Government staff whenever changes are made in the software and at least once every three months.

#### **16. MANPOWER**

The operator is responsible for providing well trained staff for manning the front end counters at the SETU Centers. The staff should be trained, must dress in a decent manner, should be polite and offer the services with a smile.

The successful Bidder shall submit an affidavit stating that the successful bidder or any of his employees will not claim employment in Government based on its services rendered in SETU ever in future in the proforma which will be provided by this office at the time signing the contract.

#### **17. CONNECTIVITY**

The Government of Maharashtra has set up a VSAT network connecting all the district with the state headquarters. This network is connected to a data center that is to be the repository of all the data at the district level. This data is backed up in the state level from time to time to enable suitable monitoring, providing disaster recovery, and also to be put on the Government of Maharashtra's official web site.

The operator is expected to back up all the data from the SETU Center into this district data center from time to time and certainly at the end of the day.

## **18. SECURITY OF THE SYSTEMS AND DATA**

The software solution shall contain all suitable security features and Firewalls using the latest features to protect and secure the databases used by the proposed system, data in transit etc.

All databases which are required to be accessed and updated on a continuous basis shall be mirrored at the cost of the operator. The operator shall also be responsible for overall consistency and integrity of such mirrored databases. A penalty of Rs.10,000/- will be levied for each day when any inconsistency is noticed till the same is rectified to the satisfaction of the collector.

The operator shall maintain a log of the transactions at each center in a database as per the existing practice at the pilot project.

## **19. ACCESS CONTROLS**

Access Controls shall be provided to ensure that the departmental databases are not tampered / altered / modified / deleted / by the counter - operators, except updating the records as a part of the transaction with a citizen. Periodic surprise checks will be conducted by the SETU officials to ensure the security and reliability of the system.

All the technical people associated with the centre shall be allotted passwords to monitor any modifications to the database, application software and changes to the departmental master data.

The counter - operators shall be allotted login user-id and password to fix up accountability for transactions carried out from a counter.

Arrangements shall be made to prevent any unauthorized access to servers, hardware and the network equipment.

## **20. INTELLECTUAL PROPERTY RIGHTS**

The source code of the application Software is also to be handed over to the Tendering Authority. The intellectual property rights will belong to the Tendering Authority.

The operator will be permitted to offer the same or similar solution to any Government other than Maharashtra or a Public Authority outside Maharashtra after the obtaining an approval of the Tendering Authority. In such cases a fixed amount equal to 25% of the cost of the development of the software will be payable to the Tendering Authority. The cost of the development of software, where not clearly definable, will be as worked out by the Tendering Authority.

## **21. PATENT RIGHTS**

The operator shall provide licenses for all software products, whether developed by it or acquired from others.

The operator shall indemnify the Tendering Authority against all third - party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

In the event of any claim asserted by a third party for software piracy, the operator shall act expeditiously to extinguish such claim. If the operator fails to comply and the Tendering Authority is required to pay compensation to a third party resulting from such a claim, the operator shall be responsible for compensation including all expenses, court costs and lawyer fees. The Tendering Authority will give notice to the operator of such claim if it is made,

and the operator shall reimburse the same to the Tendering Authority without delay.

## **22. OWNERSHIP OF DATA**

While the operator is responsible for the functioning and operation of the citizen centers, the backend database will be owned and maintained by the departments themselves. The operator can be given special read only rights by the society in specific cases.

Government will be the owner of all data, transactions in any form kept at the centers either in electronic form or physical form such as paper etc.

## **23. PERFORMANCE LEVELS IN TERMS OF AVAILABILITY OF SYSTEMS**

Since the CITIZEN services cannot be stopped during specified service hours, the solution should consider reliability, redundancy in hardware configuration and fall safe design. No data loss is permitted and any recovery procedures should take into consideration this factor.

**Uptime** : The overall uptime of the systems shall be 98% computed on a monthly basis for each SSC aggregated for the Schedule. The uptime shall be computed as per the following procedure.

- The working shall be based on actual working days per month.
- The uptime shall be computed in terms of the available working days (minus) the days of downtime using the following formula.

Uptime in terms of working days during the month x 100

Available working days in the month

**Downtime** : A downtime exceeding 1 hour on a working day shall be counted as a full day for the purpose of computation.

## **24. PERFORMANCE LEVELS**

The operator shall maintain optimum performance levels all through the period of operation of SETU Centers. The optimum levels of performance in terms of time taken for completing each category of transactions are as given below :

## **25. RESPONSIBILITIES OF TENDERING / IMPLEMENTING AUTHORITY**

Tendering Authority will assist in securing permissions required for providing the SETU system with access to the databases of the associated departments as needed, in consultation with the departments. The responsibility of additional networking required to connect the computer systems will be that of the operator.

The installation, Commissioning and maintenance of these SETU Centers shall be under the administrative supervision of the implementing Authority, For centre there will be one Supervisory Officer appointed by the Implementing Authority.

## **26. CHANGE ORDERS**

The Implementing / Tendering Authority may at any time, by written order given to the operator, make changes within the general scope of the Contract in any one or more of the following :

- a) Drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Implementing / Tendering Authority

- b) The place of delivery; and / or
- c) The services to be provided by the operator.

If any such change causes an increase or decrease in the cost of, or the time required for the operator's performance of any provisions under the contract, an equitable adjustments shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended.

Any claims by the operator for adjustment under this clause must be asserted within thirty (30) days from the date of the operator's receipt of the Implementing / Tendering Authority's change order.

## **27. PERIOD OF CONTRACT**

The period of the contract will be five years from the date of commissioning of the setup. The Government reserves the right of taking over the assets **at a nominal cost of Rs.1** at the end of five years.

## **PART 4 COMMERCIAL TERMS**

### **1. DELAYS IN THE SUPPLIER'S PERFORMANCE**

Delivery of the Goods and performance of the Services shall be made by the operator in accordance with the time schedule specified by the Implementing / Tendering Authority.

If at any time during performance of the Contract, the operator should encounter conditions impeding timely delivery of the Goods and performance of services, the operator shall promptly notify the Implementing / Tendering Authority in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the operator's notice, the Tendering / Implementing Authority shall evaluate the situation and may, at its discretion, extend the Operator's time for performance with or without a penalty, in which case the extension shall be ratified by the parties by amendment of the contract.

### **2. PENALTY FOR DELAY IN LAUNCHING OF THE PROJECT**

The operator shall adhere to the time schedule indicated in Tender notification for completion of the project. He shall complete installation and commencement within specified period from the date of handing over the site. In case of delay in execution of the project, a penalty calculated at the rate of Rs. Ten Thousand per every day of delay for such centre shall be levied. The maximum penalty shall be limited to Rs.2 Lakhs.

Once the maximum is reached, the Tendering / Implementing Authority may consider termination of the contract.

### **3. PENALTY FOR SHORTFALL IN PERFORMANCE LEVELS**

The prescribed uptime of the systems shall be 98% computed on a monthly basis as specified in part 3 Clause 23. A down time exceeding 1 office hour on a working day, computed on a cumulative basis for each day, shall be considered as a full day of down time.

**For shortfall of every 0.1% of uptime below 98% a penalty of 1% charges payable for the preceding month will be levied.**

For calculation of penalties such down time should not be considered for which the operator is not responsible. Before imposing any penalty the society will give opportunity to the operator to represent his case.

The vendor has to maintain performance level as given in part 3 clause 24. In case he fails to deliver certificate to the applicant with in the given period then he will be charged penalty of Rs.Two (Rs.2/-) per transaction per hour delay. But the society will verify that this delay was due to non performance of the staff appointed by vendor.

### **4. PAYMENT TO THE OPERATOR**

The Implementing Agency shall pay to the operator the service charges as per the rates agreed in the contract on per transaction basis.

- a) The payments will be made to the operator on a monthly basis.
- b) The operator's request(s) for payment towards charges for the transactions effected in SETU center shall be made to the Implementing Agency in writing, accompanied by necessary documentation as specified by the Tendering / Implementing Agency from time to time.
- c) Monthly payment = No. of transactions in month x per transaction rate to be paid to the vendor - penalties if any. The Implementing Authority will release the 80% of the payment within 10 days from the date of receipt of bill, provided there is no dispute. The remaining 20% payment will be made after verification of the service levels maintained.
- d) Any penalties imposed on the operator for non-performance will be deducted from the payments.
- e) All work contract tax and income tax will be deducted at source as per the prevalent rules and regulations at the time of making payments to the operator during the billing cycles.
- f) SETU Society will decide the charges of the certificates issued from the SETU center. The society may keep different rates for different certificates but the vendor shall be paid on per transaction basis only.
- g) The citizen will have to pay following amount for obtaining a certificate. Total service charge to be paid to the vendor for one transaction + standard minimum cost coming to SETU society.
- h) The Vendor shall have to use software which will automatically generate the report at the end of day stating total No. of Transactions. Also the software shall generate automatically monthly report of total No. of transactions. For making payment only the software generated report counter signed by Tahsildar will be taken into account. In No. case manual report or report prepared by Feeding data manually shall be considered.
- i) Receipt of cash received daily by the Vendor must be deposited with daily report to the concerned Tahsildar by the evening on the same day.

## **5. TAXES AND DUTIES**

The operator shall be entirely responsible for all taxes, duties, license fee, Octroi road permits etc.

No increase in the rates will be allowed during the period of the contract.

**PART 5**  
**GENERAL CONDITIONS**

**1. USE OF CONTRACT DOCUMENTS AND INFORMATION**

The operator will treat as confidential all data and information about the Tendering Authority, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Tendering Authority.

The operator shall not, without the Tendering Authority's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Tendering Authority in connection therewith, to any person other than a person employed by the operator in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

Any document, other than the contract itself, shall remain the property of the Tendering Authority and shall be returned (in all copies) to the Tendering Authority on completion of the operator's performance under the contract if so required by the Tendering Authority.

The operator shall permit the Tendering Authority to inspect the documentation and records and website.

**2. TERMINATION FOR DEFAULT**

The Tendering Authority / Implementing Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the operator, terminate the contract in whole or part :

- a) If the operator fails to deliver any or all of the Goods within the period(s) specified in the contract.
- b) If the operator fails to perform as per the performance standards.
- c) If the operator, in the judgement of the Tendering / Implementing Authority has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

***For the purpose of this clause*** : "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Tendering Authority, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and deprive the Tendering Authority of the benefits of free and open competition.

### **3. CONSEQUENCES OF TERMINATION**

In circumstances mentioned above the Tendering / Implementing Authority may exercise the following options :

- a) Ask the agency to leave the Hardware / Software and Furniture in the offices as is where it is & pay him the cost of Hardware and furniture less the depreciation as per the Income Tax Act / Rules.
- b) Direct the agency to take back the Hardware and without any additional compensation.

### **4. TERMINATION FOR INSOLVENCY**

The Tendering Authority may at any time terminate the contract by giving written notice to the operator, if the operator becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the operator, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Tendering Authority.

### **5. FORCE MAJEURE**

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

For purposes of this clause, "Force Majeure" means an event beyond the control of the operator and not involving the operator's fault or negligence and not foreseeable.

Such events may include, but are not limited to, acts of the Tendering / Implementing Authority in its sovereign or contractual capacity, war or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a force Majeure situation arises, the operator shall promptly notify the Tendering / Implementing Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Tendering / Implementing Authority in writing, the operator shall continue to perform its obligations under the contract as far as it reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

### **6. RESOLUTION OF DISPUTES**

The Implementing Authority and the operator shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

If, after thirty (30) days from the commencement of such informal negotiations, the Implementing Authority and the operator have been unable to resolve amicably a contract dispute, the dispute will be referred for arbitration to the Tendering Authority who shall try to mediate and resolve the dispute amicably between the two parties.

If however such an amicable resolution of the dispute is not possible, either party may require that the dispute be referred for resolution to the formal mechanisms specified below.

If any dispute cannot be settled amicably then it shall be referred to the sole arbitrator who shall be the Divisional Commissioner of the Division and whose decision will be final and binding on both the parties.

## **7. GOVERNING LANGUAGE**

The contract shall be written in English or Marathi. All correspondence and other documents pertaining to contract which are exchanged by the parties shall be written in that same languages.

## **8. APPLICABLE LAW**

The contract shall be interpreted in accordance with appropriate Indian laws.

## **9. NOTICES**

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, cable or facsimile and confirmed in writing to the party's address. A notice shall be effective when delivered or on the notices effective date, whichever is later.

For the purpose of all notices by the operator to the Tendering Authority, these shall be sent, or on changed address if informed in writing by the Tendering Authority to the operator, at the following the address :

**The Tendering Authority :** District Collector,  
Collector Office, Buldhana

For the purpose of all notices by the Tendering Authority to the operator, these shall be sent on the following address or on changed address if informed in writing by the operator to the Tendering Authority.

**Operator :** (To be filled in at the time of contract signature)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ANNEXURE - CI**  
**CITIZEN SERVICES (LIST OF CERTIFICATES) PRESENTLY PROPOSED TO BE PROVIDED AT SETU (COLLECTOR OFFICE)**

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1	x¾Öx¾Ö-Ö ,üÆ∏ ú´Öê“Öê / x¾ÖÃÖμÖÖ“Öê -ÖÏxÿÖ-ÖÖ-Ö;Ö
2	†--Ö-ÖÖ-μÖ x¾ÖÿÖ ,ü∏ Ö †x-Ö∏ úÖ-μÖÖ∏ ú>ãü-Ö αêü∏ μÖÖÿÖ μÖê∏ ÖÖ-μÖÖ x¾Ö-ÖÖ-Öx;Ö∏ êú“Öê
3	ÃÖÖ∏ Ö∏ Öß∏ éúÿÖ †Öx∏ Ö¾Ö-Ö;Öß∏ úÖ x¾ÖÿÖ ,ü∏ Ö (P.R. Card)
4	†∏ éúÃÖ∏ ú †Öαêü¾ÖÖ“Öê ¾Ö -Ö∏ úÖ¾ÖÖ“Öê -ÖÏ´ÖÖx∏ ÖÿÖ -ÖÏÿÖß -Öã ,üx¾Ö∏ Öê
5	ÃÖ¾ÖÖ -ÖÏ∏ úÖ ,ü“Öê αüÃÿÖ<Î¾Ö•Ö ¾Ö ´Öãôü -ÖÏÿÖß“Öê -ÖÖμÖ²Ö ÿÖÆüxÃÖαüÖ ,ü ¾αüÖ ,êü ÃÖÖ∏ ÖÖÖ∏ ú-Ö ∏ ú ,ü∏ Öê.
6	-Öê ,üÖÖÆÃÖ ∏ ú ,ü∏ Öê/±òúÆÃÖ/‡´Öê»Ö ‡ÿμÖÖαüß -Öã-Ö¾ÖÖÃÖ-Ö †x-Ö∏ úÖ ,üß x•Ö.∏ úÖ. ²Öã»Ö>üÖ∏ ÖÖ μÖê£Öß»Ö -ÖÏ∏ ú»-Ö∏ ÖÏÃÿÖÖÖ“Öê †•ÖÖ ÛÃ¾Ö∏ úÖ¹ý-Ö αüÖ∏ Ö»Öê x¾ÖÿÖ ,ü∏ Ö ∏ ú ,ü∏ Öê
7	x¾Öx¾Ö-Ö-ÖÏ∏ úÖ ,ü“μÖÖ †•ÖÖ“μÖÖ x¾Ö∏ Îúß

¾Ö ,ü -Ö´Öãαü ∏ éú»Öê»μÖÖ ∏ úÖ´ÖÖ¾μÖxÿÖx ,üÆÿÖ  
´ÖÆüÃÖã»Ö x¾Ö³ÖÖ∏ ÖÖ“μÖÖ ÿÖÃÖê“Ö ,ü•μÖ  
¾ÖÖÃÖ-ÖÖ“μÖÖ †-μÖ x¾Ö³ÖÖ∏ ÖÖ“μÖÖ ÃÖê¾ÖÖÖ“ÖÖ  
ÃÖ´ÖÖ¾ê:Ö ³Öx¾ÖÃμÖÖÿÖ ÃÖêÿÖã´Ö-Öß»Ö  
∏ úÖ´Ö∏ úÖ•ÖÖ´Ö-μÖê ÆüÖê¾Öã ;Ö∏ úÿÖÖê.

**ANNEXURE - CI**  
**CITIZEN SERVICES (LIST OF CERTIFICATES) PRESENTLY PROPOSED TO BE PROVIDED AT SETU (TAHSIL OFFICE)**

†.∏ Î ú.	αüÖ∏ Ö»μÖÖ“Öê -ÖÖÓ¾Ö
1.	•Ö-´Ö -´ÖéÿμÖã αüÖ∏ Ö»ÖÖ
2.	<Î-ÖÿÖß“ÖÖ αüÖ∏ Ö»ÖÖ

3.	^ÿ-ö@öö"öö æüö ö»öö
4.	†x-ö¾ööãöö"öö æüö ö»öö
5.	•öêãšü -öö ö, üß úÿ¾öö"öö æüö ö»öö
6.	ö öö-öö¾ööôû / Æüöð™êü»ö -ö, ü¾öö-öö
7.	¿öêÿö ú, üß †ãö»µöö"öö æüö ö»öö
8.	-öx¾ö-ö x¿ö-öö-ö;öß úö æêü öê
9.	x¿ö-öö-ö;öß úö µöãx-ö™ü ö ú'öß ö ú, ü öê / ¾ööæü¾öß öê
10.	ö öð-ö ãö™üáx±ú ö êú™ü -öïxÿö-öö-ö;ö
11.	•ööÿö -öï'öö ö-ö;ö x'öôû öê²öö²öÿö
12.	x¾öx¾ö-ö -öïxÿö-öö-ö;ö
13.	-öö öß ^"ö»ö öµöö"öß -ö, ü¾öö-ö öß
14.	7/12 æüö ö»öö

¾ö, ü -ö'öãæü ö êú»öê»µöö ö úö'öö¾µöxÿöx, üËÿö  
 'öÆüãöã»ö x¾ö³öö öö"µöö ÿöãöê"ö, üö•µö  
 ¿ööãö-öö"µöö †-µö x¾ö³öö öö"µöö ãöê¾ööó"öö  
 ãö'öö¾öê¿ö ³öx¾öãµööÿö ãöêÿöã'ö-öß»ö  
 ö úö'ö öö'ö-öµöê Æüöê¾öã ¿ö öÿööê.

**ANNEXURE - 1 (A)**

**REQUIREMENT OF HARDWARE AT EACH LOCATION**

**Notes :** All the installed Hardware should be New.

Type of Office	Taluka Offices
Hardware Required	
<b>Items per Unit</b>	
Desktops	4
Laser Printer	2
<b>Common Infrastructure</b>	
Dual Processor Server	1 server
Modem 56.6 kbps (internal)	1
DVD Writer (internal)	1
On Line UPS 5 KVA	1
Switch / Hub with suitable cabling / Patch Cords	16 Port (unmanaged)
Electronic Token Display system	1
Electronic Token Dispenser	1
7/12 Distribution	Server-1,Client-1,Laser Printer-1

**ANNEXURE - 1 (B)  
REQUIREMENT OF HARDWARE AT EACH LOCATION**

**Notes :** All the installed Hardware should be New.

Type of Office	District Office
Hardware Required	
<b>Items per Unit</b>	
Desktops	8
Laser Printer	4
<b>Common Infrastructure</b>	
Dual Processor Server	1 server
Modem 56.6 kbps (internal)	1
DVD Writer (internal)	1
On Line UPS 5 KVA	2
Switch / Hub with suitable cabling / Patch Cords	16 Port (unmanaged)
Electronic Token Display system	1
Electronic Token Dispenser	1

**ANNEXURE - 2**

**SPECIFICATION FOR HARDWARE : SERVER CONFIGURATION AT TALUKA SETU**

S.N.	Component	Require Specification
1.	Make	Manufactured by ISO 9001 or 9002 certified manufacturing unit.
2.	Model	Must be specified. All the relevant product brochures and manuals must be submitted.
3.	Processor	Intel X3210 or higher/latest Quad core 2.13 Ghz or above 8 MB L2 Cache,1066 MHZ system bus ,3000 series chipset or better
4.	Memory	2 GB (2 * 1 GB) RAM FBDIMM @667 Mhz ECC unbuffered memory expandable to 8 GB
5.	Motherboard	• PCI bus Architecture. Minimum PCI – X (2 nos) / 2 nos of PCI express slot should have serial ATA-150/ATA-100 controller with SATA RAID 0,1,5 . Chipset should support minimum 1000 Mhz FSB
6.	Hard disk	2 X 160 GB SATA 3.0 GB/s Hard drive 7200 rpm

7.	Optical Drive	8 X DVD RW
8.	Display Controller	Integrated Graphics
9.	Ethernet Interface	On Board, 10/100/1000 Mbps auto sensing Ethernet interface with Wake on LAN support and PXE, UTP Port
10.	Ports	Minimum 3 USB Ports.
11.	Keyboard	Heavy duty bilingual (inscript) Etched Keyboard having key life of 20 million strokes or more.
12.	Mouse	PS2 type Microsoft or equivalent mouse.
13.	Back up device	Scalable Linear Recording Base 20 / 40 GB CTD Backward read. Compatible with 4/8 GB CTD with 3 MB Native Transfer rate.
14.	Cabinet	ATX, cable of mounting at least five device.
15.	Power Supply	350 Watts or more SMPS
16.	Power Management	APM feature.
17.	Certification	Microsoft / NSTL
18.	OS compatibility	Certified for following operating systems. <ul style="list-style-type: none"> <li>• Windows XP / Windows 2000 server</li> <li>• Red hat linux 7 server</li> <li>• Novell Netware 4.1</li> <li>• SCO Unix ware 7.0</li> </ul>
19.	Server Management Software	Bundled software for server management. Describe bundled Software offered.
20.	Operating System	Preloaded with Linux 7.2 and With Star Office. Latest version with media and to configure.

## Client Configuration

SR. NO.	ITEM	MINIMUM SPECIFICATION REQUIRED
1	Make	Manufactured by ISO 9001 or 9002 certified manufacturing unit
2	Model	Must be specified. All the relevant product brochures and manuals must be submitted
3	Processor	Intel Core2Duo E6320 or higher/latest 1.86 GHz, 1066 MHz FSB, 4 Mb L2 Cache
4	Chipset	Intel Q965 or higher/latest with 4 DIMM Slots
5	Memory	1 GB (1x1 GB) DDR2 @ 667 MHz- expandable to 4 GB

6	Motherboard	Intel Motherboard should have following features:
7		PCI Bus architecture.
8		Minimum PCI-(2nos) , PCI e x 16 (1) slot
9		Should have Serial ATA-300 controller onboard
10		Chipset should support for 1066 MHz FSB
11	Monitor	15" TFT LCD Resolution 1024 x 768. Same Make as PC
12	Display controller Graphics	Integrated ( Onboard ) Intel
13	Hard Disk	160 GB SATA 3.0 GB/s hard drive (7200) rpm
14	Optical Drive	8X Dual Layer DVD R/W
15	Ethernet Interface	32 bit onboard 10/100/1000 MBPS auto sensing gigabit Ethernet interface with Wake on LAN support and PXE, UTP port
16	Ports	One ECP/EPP parallel port, One serial port (16550), and 6 USB out of which 2 in front, 1 RJ45 , VGA , 1 Line-in/Line out, 2 PS/2 Ports
17	Cabinet	Mini Tower
18	Keyboard	PS/2 / USB Heavy duty Bi Lingual (INSCRIPT) etched Membrane Keyboard having key life of 10 million strokes or more, cabinet & Keyboard should be of the same colour
19	Mouse	PS/2/ USB type optical scroll mouse.
20	Power Supply	300 watts or above SMPS with surge protection ATX 12V 1.2 Compliance Onboard line purification ( Active/Passive Power Factor Correction ) Shielded/Sheathed cable, AC Ripple voltage should not exceed +/- 0.1 volts. Variation in voltage at each rail should not exceed 3% under Idle & Full load.
21	Power Management	APM ( advanced Power Management) feature
22	Security	a. Set up password b. Power On Password c. Security Loop d. Administrator Password e. Serial, Parallel & USB interface control.
23	Manageability	A. Asset Management B. System Health management. C. Remote management & Failure alerts.
24	Operating system	B) Pre installed genuine Licensed Microsoft windows XP Pro with Restore / Recovery CD, latest service pack and Certificate of Authentication. OEM shall provide free of cost patches and fixes upto a period of 3 years from the date of supply All drivers required for proper integration of components, OS and Restore images on a separate partition on the hard disk shall be supplied by vendor. All latest drivers shall be available to down load from vendor's website.
25	OS Certifications	Win Logo XP and Vista Business OS and Linux certifications
26	Accessories	Good Quality Mouse Pad & Dust Cover
27	Warranty	3 years comprehensive on site

#### Other Peripherals

Component	Specifications
Laser Printer	23 ppm or above on A4 600 X 600 DPI Memory 32 MB or above .
5 KVA UPS	On line UPS, with 8 hour battery backup full range stabilizer range between 170 volts to 270 volts, Built in EMI and RFI filter Built in Spike and Surge Protection Line Interactive Technology Single phase input and Single phase output.
Switch	16 Port Switch



**ANNEXURE - 3**  
**COMMERCIAL BID**

FOR SUPPLY OF HARDWARE AND SERVICES ON BUILD OPERATE TRANSFER BASIS

Date : / /2010

**To,**  
**District Collector, Buldhana.**

Sir,

Having examined the Bidding Documents the receipt of which is hereby duly acknowledged, I/We, the undersigned, offer to supply / work as service providers as mentioned in the scope of the work and technical specifications and in conformity with the said bidding documents for the same. We will charge the Department per Transaction.

\*Rs. \_\_\_\_\_ (In word Rs. \_\_\_\_\_) for SETU at \_\_\_\_\_ Taluka in Buldhana District. (Taluka level)

\*Rs. \_\_\_\_\_ (In word Rs. \_\_\_\_\_) for SETU at collector office Buldhana.

I / we undertake that the prices are in conformity with the specifications prescribed. The per page quote is inclusive of all cost likely to be incurred for executing this work I/We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

If our bid is accepted, we will obtain the performance Guarantee of **Rs.5,00,000/- (Rupees Five Lac only)** for the due performance of the contract, in the form prescribed by the Tendering Authority. I / We agree to abide by this bid for a period of 90 (ninety only) days after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you may receive. We agree to the terms and conditions mentioned in the Tender Document.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Signature

(in the capacity of)

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_.

Seal of the Company.

\*Strike out which is not applicable.

**ANNEXURE - 4**

**BID SECURITY FORM**

Whereas \_\_\_\_\_ (hereinafter called " The Tenderee") has submitted its tender offer dated \_\_\_\_\_ 20 \_\_\_\_ for their supply of \_\_\_\_\_ (hereinafter called the "The Tender")

KNOW ALL MEN by these presents that we \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called "The Bank") are bound up to \_\_\_\_\_ (herein after called "The Bidder") in the sum of \_\_\_\_\_ for which payment will and truly to be made of the said The Tendering Authority, their Bank binds itself, its successors and assign by these presents. Sealed with the common seal of the Bank this day of \_\_\_\_\_20 \_\_\_\_\_.

THE CONDITIONS of this obligation are :

1. If the Bidder withdraw its tender during the period of tender validity specified by the Tendering Authority on the Tender form : or
2. If the Bidder, having notified of the acceptance of its tender by the Tendering Authority during the period of tender validity :
  - a) Fails or refuse to execute the contract form if required; or
  - b) Fails or refuses to furnish the performance security, in accordance with the instruction given in the tender document;

We undertake to pay the Tendering Authority up the above amount upon receipt of its first written demand, without the Tendering Authority having to substantiate its demand, provided that in its demand the Tendering Authority will note that the amount claimed by it is due it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including \_\_\_\_\_ & any demand in respect thereof should reach Bank not later that the above date.

**(Signature and Seal of the Bank).**

**ANNEXURE – 5**

**BIDDERS POWER OF ATTORNEY**

**To,**

**District Collector,  
Buldhana.**

<Bidder name> \_\_\_\_\_

<Designation> \_\_\_\_\_ is hereby authorized to sign relevant document on behalf of the company in dealing with Tender of reference <Tender No. and Date> \_\_\_\_\_ . He is also authorized to attend meetings and submit technical and commercial information as may be required by you in the course of processing above said tender.

Thanking you,

**Authorised Signatory.**

\_\_\_\_\_  
< Suppliers Name >

Seal

**ANNEXURE - 6**

**CAPABILITY STATEMENT**

Name of the Firm \_\_\_\_\_

Order No. & date	Order placed by (full contact address of such agencies)	Description of IT enable service projects handled.	Date of Complation of project		Remarks indicating reasons for delay in deployment / implementation if any.
			As per Contract	Actual	

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

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

**Signature of the Bidder**

**ANNEXURE - 7**

**PROFORMA OF PERFORMANCE SECURITY FORM**

Ref.

Date :

Bank Guarantee No. \_\_\_\_\_

To,

**District Collector,  
Buldhana.**

1. Against contract vide Advance acceptance of the Tender No.

Dated

of

(Hereinafter called "The Said Contract") entered into between the client and (Hereinafter called "The Tendering Authority"), this is to certify that at the request of the Tendering Authority we \_\_\_\_\_ Bank are holding in trust in favour of the client, the amount \_\_\_\_\_ (write sum here in words) to indemnify and keep indemnified the department against any loss or damage that may be caused to or suffered by the department by reason of the said contract and / or in the performance thereof. We agree that the decision of the Department, whether any breach of any of the terms and conditions of the said contract and / or in the performance thereof has been committed by the Tendering Authority and the amount of loss or damage that has been caused or suffered by the Department shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Department.

We \_\_\_\_\_ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that could be taken for satisfactory performance and fulfillment in all respects of the said contract by the Tendering Authority i.e. till \_\_\_\_\_ (viz. the expiry of the contract) hereinafter called the said date and that if any claim accrues or arises against us \_\_\_\_\_ Bank by virtue of this guarantee before the said date, the same shall be enforceable against us \_\_\_\_\_ Bank by the purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the department \_\_\_\_\_.

It is fully understood that this guarantee is effective from the date of the said contract and valid for five years and six months and that we \_\_\_\_\_ Bank undertake not to revoke this guarantee during its currency without the consent in writing of the Department.

We undertake to pay the Department any so demanded not withstanding any dispute or disputes raised by the Tendering Authority in any suit or proceedings pending before any court or Tribunal relation thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge or our liability for payment the reunder and the Tendering Authority shall have no claim against us for making such payment. We \_\_\_\_\_ Bank further agree that the Department shall have the fullest liberty, without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Tendering Authority from time to time or to postpone for any time or from time to time any of the powers exercisable by the Department against the said Tender and to forbear or enforce any of the terms and conditions relating to the said contract and we, \_\_\_\_\_ Bank shall not be released from our liability under this guarantee by reason of any such variations or extensions being granted to the said forbearance and / or omission on the part of the Department or any other matter or thing whatsoever, which under the law relating to sureties, would but for this provisions have the effect of so releasing us from our liability under this guarantee.

This guarantee is for an amount of Rs. \_\_\_\_\_ (in figure Rupees \_\_\_\_\_ ) This guarantee shall not be discharged due to the change in the constitution of the Bank of the Tendering Authority.

Date :

Place :

Witness :

**Signature**

**Printed Name**

(Banks common seal)

**ANNEXURE - 8**

**BANKER'S / CA'S CERTIFICATE FOR INVESTIBLE FUNDS**

Ref.

Date :

**To,  
District Collector,  
Buldhana.**

In response to the Tender No. \_\_\_\_\_ Date \_\_\_\_\_ of the District Collector Buldhana for setting up and operating SETU centers at \_\_\_\_\_ Taluka on Build - operate - Transfer basis, this is to certify that \_\_\_\_\_ (Name of the Bidder) is having balance of Rs. \_\_\_\_\_ in their account and are capable of investing funds to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ ) for the said project.

Date :

Place :

**Signature**

(Banks Common Seal)

**ANNEXURE - 9**  
**SELF - DECLARATION**

Ref.

Date :

**To,**

**District Collector,  
Buldhana.**

In response to the Tender No. \_\_\_\_\_ Date \_\_\_\_\_ of  
Ref. \_\_\_\_\_ as a owner / partner / director of \_\_\_\_\_  
I / We hereby declare that our Agency \_\_\_\_\_ is having  
unblemished past record and was not declare ineligible for corrupt and fraudulent practices either  
indefinitely or for a particular period of time.

**Name of the Bidder :** \_\_\_\_\_

**Signature :** \_\_\_\_\_

**Seal of the Organization :**

**ANNEXURE - 10**  
**CERTIFICATE OF CONFORMITY**

Date :

To,  
District Collector,  
Buldhana.

**C E R T I F I C A T E**

This is to certify that, the specifications of Hardware which I have mentioned in the Technical specification for Hardware and which I shall supply if I am awarded with the work, are in conformity with the specifications in the Tender Document.

I also certify that the price I have quoted per transaction is inclusive of all the cost factors involved in the execution of the project, to meet the desired standards set out in clause of General condition of Contract.

**Sign & Name :** \_\_\_\_\_

**Designation :** \_\_\_\_\_

**Seal :** \_\_\_\_\_

Date :  
Pre-bid Meeting, Setu  
Collector Office Buldhana

**SETU  
SUPPLEMENT 1**

The bidder has to submit "Cost Statement" in Performa given below, along with commercial bid. The bidder has to mentioned the produce of calculation of cost per transaction quoted in the commercial bid.

Statement of Cost

<b>Particulars</b>	<b>Amount</b>
<b>A) Fixed Cost</b>	
Cost of Electrical Works	
Cost of Furniture	
Cost of Hardware	
Other Cost if any	
<b>B) Variable Cost</b>	
Other Cost if any	
<b>Total Cost (A+B)</b>	

**Name and Signature of the bidder**

Procedure of calculation of cost per transaction quoted.

**Name and Signature of the bidder.**