



Government of Rajasthan
Medical, Health and Family Welfare Department
(N.H.M.) Swasthya Bhawan, Tilak Marg, Jaipur

REQUEST FOR PROPOSAL

For

**VIRTUAL CLASSROOM SETUP AT STATE NODAL
CENTER AT KOTA & UDAIPUR**

NIB No - 01

Year 2018-19

[TO BE SUBMITTED BEFORE]

[ADDRESSED TO]

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Government of Rajasthan
Medical, Health and Family Welfare Department
(N.H.M.) Swasthya Bhawan, Tilak Marg, Jaipur

Email Id for Correspondence: **pdmhnhm@gmail.com**

Cost of Tender Document: Rs.5000/- (Rupees Five Thousand Only)

e-Tender processing fee: Rs. 1000/- (Rupees One Thousand Only)

Name of the Bidding Entity:	
Contact Person (Authorised Signatory):	
Correspondence Address:	
Mobile No.:	
Telephone No.:	
Fax No.:	
Website:	
E-mail:	

[Handwritten signatures and initials]

Disclaimer

The information contained in this Bid Document or subsequently provided to the Bidders whether verbally or in documentary form by or on behalf of the Department of Health & Family Welfare, under the umbrella of the National Health Mission ("NHM"), or any of their employees, agents, representatives and / or advisors, is provided to Bidders on the terms and conditions as set out in this Bid Document and any other terms and conditions subject to which such information is provided.

This Bid Document is not an agreement and is not an offer or invitation by the NHM Jaipur, Rajasthan or its employees, agents, representatives and / or advisors to the prospective Bidders. The purpose of this Bid Document is to provide interested parties with information to assist the formulation of their Bids pursuant to this Bid Document. This Bid Document includes statements, which reflect various assumptions and assessments arrived at by the Department of Health & Family welfare, NHM in relation to the scope of work and other requirements of the Department of Health & Family welfare, NHM as dealt with under the Bid Document. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require and this Bid Document does not purport to contain all the information which each Bidder may require.

This Bid Document may not be appropriate for all persons, and it is not possible for the Department of Health & Family welfare, NHM, their employees, agents, representatives and / or advisors to consider the investment objectives, financial / technical expertise and particular needs of each party who reads or uses this Bid Document. Certain Bidders may have a better knowledge of the proposed project than others. The assumptions, assessments, statements and information contained in this Bid Document, may not be complete, accurate, adequate or correct. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Bid Document and obtain independent advice from appropriate sources. Department of Health & Family welfare, NHM its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Bid Document.

The Department of Health & Family welfare, NHM may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Bid Document. The issue of this Bid Document does not imply that the Department of Health & Family welfare, NHM is bound to select a Bidder or to appoint the selected Bidder, as the case may be, for the Project and the Department of Health & Family welfare, NHM reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

Information provided in this Bid Document to the Bidders is on a wide range of matters, some of which depends upon the interpretation of law. The information given is not an

exhaustive account of statutory and / or legal requirements and should not be regarded as a complete or authoritative statement of law. The Department of Health & Family welfare, NHM accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Department of Health & Family welfare, NHM, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Bid Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid Document or arising in any way in under the selection process contemplated under this Bid Document.

The Department of Health & Family welfare, NHM also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this Bid Document.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Department or any other costs incurred in connection with or relating to its Bid. All payment of such costs and expenses will remain with the Bidder and the Department of Health & Family welfare, NHM shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the selection process contemplated under this Bid Document.

The Bidder on submission of its Bid shall be deemed to have acknowledged and undertaken that based on the terms and conditions of this Bid Document, the Bidder shall independently arrive at the solution, which is suitable for the requirements of the Department of Health & Family welfare, NHM and shall recommend the same in its Bid after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this Bid Document are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with the requirements of this Bid Document, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and expressly described in this Bid Document and shall be provided by the Bidder at no additional cost whatsoever.

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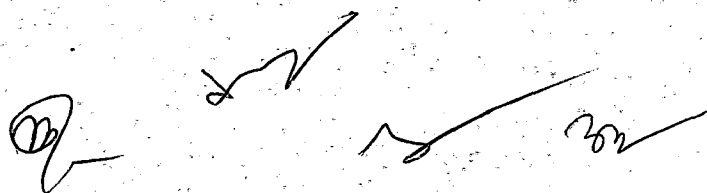
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SECTION - I

1. Abbreviations and definitions

Abbreviation	Definitions
Authorised Signatory	The Bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
AVSI	Audio Visual Systems Integration
Bidder	he bidder shall mean the following: A registered sole proprietorship firm/ a company / <i>lead Partner and non-lead Partner (in case of Joint Venture) should be an entity registered in India under the Company Act, 1956 or the Companies Act, 2013/ firm registered under the Limited Liability Partnership Act, 2008 (or) a firm registered in India under the Indian Partnership Act, 1932</i> The term "Bidder" used under this RFP would apply to both a single entity as well as a Joint Venture of any of the above. of the above.
BoD	Board of Directors
BS	Bid Security
BG	Bank Guarantee
Bidding Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. For the avoidance of any doubt, it is hereby clarified that Director, Department of Health and Family Welfare is the Procuring Entity for the purpose of this Bid Document.
Concession Agreement	Concession Agreement means the draft Concession Agreement attached with this Bid document, including its recitals, schedules and Annexures and any amendments thereto made in accordance with the provisions of the said Agreement.
Contract	"The Contract" means a legally enforceable agreement entered into between Mission Director, NHM, Department of Health & Family welfare and the selected bidder(s) with mutual obligations.
Contract/ Project	The Contract/ Project Period shall commence from the date of

Abbreviation	Definitions
Period	Letter of Award and ending on the last date of the 3 month with 1 year maintenance anniversary of Academic Year starting in the year of the signing of the Agreement
Day	"Day" means a calendar day as per GoR
Department	Department of Medical Health and Family Welfare or its substitute as decided by the Government of Rajasthan from time to time.
GoI/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	"Goods" means a tangible physical product that can be contrasted with a service which is intangible i.e. all the products which the bidder is required to supply to Procuring entity under the Contract.
INR	Indian National Rupee
ISI	Indian Standards Institution
ISO	International Organization for Standardisation
IT	Information Technology
ITB	Instruction to Bidders
LoA	Letter of Award
LoI	Letter of Intent
NIB	Notice Inviting Bid
NNC	National Nodal Centre
O&M	Operation and Maintenance
PAN	Permanent Account Number
PC	Procurement Committee
PQ	Pre-Qualification
Project Site	"The Project Site", wherever applicable, means the designated place or places.
PS	Performance Security.
RTPP Act/RTPP Rule	RTPP Act means Rajasthan Transparency in Public Procurement Act, 2012 RTPP Rules means Rajasthan Transparency in Public Procurement Rules, 2013
RFPP	Request for Proposal ('RFP/Bidding Document'), an early stage in procurement process, issuing an invitation for bidders, through a bidding process, to submit a proposal on a specific commodity or service.
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Concession Agreement. A service is the intangible equivalent of an economic good.

Abbreviation	Definitions
SNC	State Nodal Centre
Service Provider	Successful Bidder/ Vendor/ Supplier
State Government	Government of Rajasthan.
Working Day	A working day is any day except Rajasthan Government Holidays.

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Government of Rajasthan
Medical, Health and Family Welfare Department
(N.H.M.) Swasthya Bhawan, Tilak Marg, Jaipur

Notice Inviting E-Bid (NIB No. 01 Date.....)

UNIQUE BID NUMBER (UBN)

Open Bid (E-Bid) are invited for the procurement of Virtual Class room at State nodal center at Kota & Udaipur solution up to 19/02/2019 till to 12.00 pm approximate cost of project is 13 lacs.

Detail terms & condition may be seen in the Bidding Document on <http://sppp.rajasthan.gov>, www.dipronline.org, <http://eproc.rajasthan.gov.in> or www.rajswasthya.nic.in. Proposals shall be submitted online in electronic format on website <http://eproc.rajasthan.gov.in>. Tender fees, RISL processing fees and Bid Security shall be deposited within time as given in bid document physically at the office of Rajasthan State Health Society Jaipur.

Mission Director

National Health Mission

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Government of Rajasthan
Medical, Health and Family Welfare Department
(N.H.M.) Swasthya Bhawan, Tilak Marg, Jaipur

Notice inviting Bid (NIB-1)

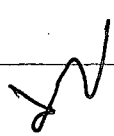
3. Request for Proposal

The Department of Health & Family welfare under the umbrella of National Health Mission invites Single Stage Two Envelopes unconditional competitive e-bids from the eligible bidders for **"VIRTUAL CLASSROOM SOLUTION"**. The system is to be used at State Nodal Center situated in Kota & Udaipur. The Department is looking for System Integrator (SI)/tenderers on turnkey based solution for setting up of Virtual Class Rooms. The proposal shall only be submitted through online tendering system of www.eproc.rajasthan.gov.in ("**eproc website**"). The schedule of dates is as follows:

Nature of the Project	VIRTUAL CLASSROOM SOLUTION
Cost of RFP Document (non-refundable)	Rs.5,000/- (Rupees Five Thousand only)
E-Processing Fee (non-refundable)	Rs.1000/- (Rupees One Thousand only)
Estimated Cost of Project	Total Estimated Project Cost of Rs.13.00 Lakhs only.
Bid Security Amount	Total Bid Security Amount is Rs. 26000 only, (2% of annual project cost for one year).
Publishing Date and Time	08/02/2019 at 3.00 PM
Document Download Start Date & Time	08/02/2019 at 3.00 PM
Date, Time and Venue of Pre-bid Meeting	15/02/2019 at 2.00 PM Office of Mission Director, NHM, Jaipur (Rajasthan)
Last date & Time	— at — PM
RFP Submission Start Date & Time	08/02/2019 at 3.00 PM
RFP Document Download End Date	19/02/2019 at 12.00 PM

Dr. Tarun Chaudhary
Project Director (NHM)

RFP	 at PM
Submission of Demand Draft/Banker's Cheque/Bank Guarantee of RFP Document Tender fee, Cost and Processing Fees have shall submitted and Bid Security in the formal Draft/Bankers Cheque/Bank Guarantee ¹ physically	From 08/02/2019 PM on 3.00 upto 19/02/2019 PM on 2.00
Technical Bid opening Date, Time and Venue	19/02/2019 at 3.30 PM Office of Mission Director, NHM, Jaipur (Rajasthan)
Date and Time of Opening of Financial Bids	Will be intimated later to the Technically Qualified Bidders and also put up on the website : http://eproc.rajasthan.gov.in
Website for downloading Tender Document, Corrigendum(s), Addendum(s) etc.	http://eproc.rajasthan.gov.in sppp.raj.nic.in www.dipronline.org www.rajswasthya.nic.in
Bid Validity	90 days from the date of technical bid opening


Dr. Tarun Chaudhary
Project Director (JH)


Mission Director,
NHM, Jaipur

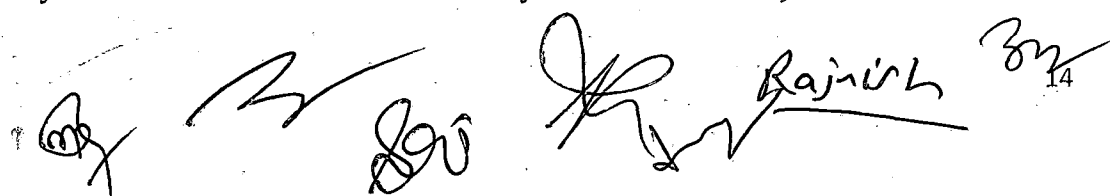
¹Demand Draft/Bankers Cheque of RFP Bid Document Cost and Bid Security should be of Scheduled/Nationalized Bank in favour of Rajasthan State Health Society payable at Jaipur. For the processing fees, the Demand Draft/Banker Cheque should be of Scheduled Bank drawn in favour of Mission Director, Department of Health & Family welfare. In case any bidder fails to submit the original Demand Draft/Bankers Cheque of RFP Bid Document Cost & Processing Fees and Draft/Banker Cheque/BG for Bid Security upto ~~19/02/2019~~ PM on ~~2.00 PM~~ the Technical Bid of the bidder shall not be opened. All the documents are to be submitted at e-proc website.

Note : The Procuring Entity reserves the right to accept or reject any bid, and to cancel the bidding process and reject all the bids without assigning any reason, at any time prior to Contract award, without thereby incurring any liability to the bidders.

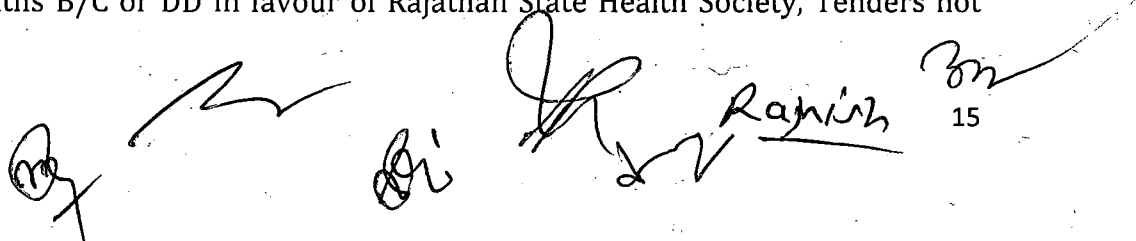
4. Terms and Condition of Bid

Department of Health and Family Welfare, NHM, Jaipur invites Single Stage Two Envelopes unconditional electronic bid (e-bids) proposals from Bidders, who meet the minimum eligibility criteria as specified in this RFP document for "**VIRTUAL CLASSROOM SOLUTION**" as detailed in the RFP document. The proposal shall only be submitted through online tendering system of www.eproc.rajasthan.gov.in ('eproc website'), sppp.raj.nic.in, www.dipronline.org and www.rajswasthya.nic.in.

1. The complete bidding/proposal document has been published on the website <http://eproc.rajasthan.gov.in> for the purpose of downloading.
2. Bidders who wish to participate in this bidding process must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before must register again).
3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidder can procure the same from any CCA ('Controller of Certifying Authorities') approved certifying agency, i.e. TCS, safe-crypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate ('DSC') need not procure a new DSC.
4. A single-stage two envelopes selection procedure shall be adopted.
5. Bidder (or its authorized signatory) shall submit their offer online in electronic format both for technical and financial proposal. However, Demand Draft ('DD') for Tender Fee, Processing Fee and Bid Security should be submitted physically at the office of Procuring entity as prescribed in NIB and scanned copies of same should also be uploaded along with the technical bid envelope(s).
6. Department will not be responsible for delay in online submission due to any reason. For this, Bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.
7. Bidders are also advised to refer "Bidder Manual Kit" available at e-proc website for further details about the e-tendering process.
8. Please note that a pre-bid meeting of prospective Bidders, who have purchased the bidding document, is scheduled as per the details specified in NIB above. The objective of this meeting is to address the queries of the prospective Bidders related to the Project/Bidding Document.
9. No contractual obligation whatsoever shall arise from the RFP/bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder(s).
10. Department disclaims any factual/or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information

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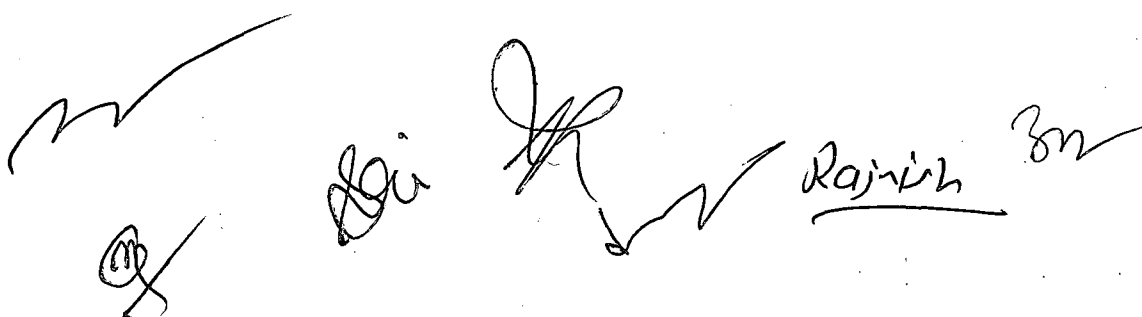
11. The NHM may in its absolute discretion, but without being under any obligation to so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the NHM is bound to select a Bidder or to appoint the selected Bidder, as the case may be, for the Project and the Department reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
12. System Integrators/tenderers are advised to study all technical and commercial aspects, instructions, forms, terms and specifications carefully in the tender document. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender document in every respect will be at the tenderer's risk and may result in the rejection of the bid.
13. Sealed offers prepared in accordance with the procedure enumerated in Clause 1 of Section II should be submitted to The Mission Director, NHM Rajasthan, not later than the date and time laid down, at his address given in the schedule.
14. All bids must be accompanied by a bid security of Rs. 26,000/- in the form of Bank Draft / Bankers Cheque drawn from a scheduled bank in favour of the Rajasthan State Health Society, payable at Jaipur.
15. This tender document is not transferable.
16. The categories of items and quantity indicated in the Tender Document are tentative, NHM reserves the right to increase or decrease the quantity or delete some or all of the items depending on the needs of the State nodal center without assigning any reasons.
17. The tenderer should indicate specifically the Basic Price, GST extra its applicable and levies chargeable quantitatively against each item. No additional information will be entertained after due date.
18. The bids should indicate clearly that the rates are F.O.R. destination, Kota & Udaipur.
19. A photocopy of the receipt of Earnest Money. The draft must be in a separate sealed envelope indicating the amount, tender Notice Number and due date and enclosed with the bid.
20. Bid submitted gap the Bidder shall remain valid during the period specified in Bidding Documents.
21. The tenderer should clearly indicate the availability of service and maintenance facilities at Kota & Udaipur for the items quoted.
22. The above mentioned details particularly the GST, any other charges, if not quoted properly, the bid can be cancelled.
23. **The tenderers are required to quote for each item separately in terms of basic price and all other charges.** Prices be quoted in Indian Currency only.
24. The Tender should be submitted along with refundable Earnest Money of Rs.26,000/- in the shape of Term Deposit/Call Deposit Receipt valid for a period of 6 months B/C or DD in favour of Rajasthan State Health Society, Tenders not

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accompanied by Earnest Money or incomplete in any respect will be rejected outright.

25. The Tender must be submitted along with the copies of :
 - a. Last 3 Financial Year Income Tax Return/turn over/past experience
26. The tenders will be opened on the date and time indicated in the presence of tenderers, if any present on the occasion. If the date of opening is declared to be a holiday the tenders will be opened on the next working day.
27. **No advance payment or payment against Performa invoice will be made. Payment will be made after receipt, inspection, installation/testing of equipment/computers/scanners.**
28. All damaged or unapproved goods shall be returned at the Tenderer risk and cost and the incidental expenditure there-upon shall be recovered from the concerned party.
29. Printed conditions of the firm sent along with the quotation, if any, shall not be binding on us.
30. Packing list must be put in all packages.
31. On acceptance of tender, the date of delivery should be strictly adhered to otherwise; NHM reserves the right not to accept the delivery in full or in part. In case the order is not executed within the stipulated period, NHM will be at liberty to make purchases through other sources, and to forfeit the earnest money of the Tenderer.
32. No claim on account of payment of Octroi etc. within the limits of the Municipal Corporation, Kota & Udaipur shall be accepted.
33. Conditional bid shall be rejected.


Mission Director
NHM, Jaipur, Rajasthan





Government of Rajasthan
Medical, Health and Family Welfare Department
(N.H.M.) Swasthya Bhawan, Tilak Marg, Jaipur

SECTION II

Important instruction as per RTPP Rules 13

GENERAL TERMS AND CONDITIONS & INSTRUCTIONS OF BID & CONTRACT

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

1. Scope of work

Creation of virtual class rooms at SNC Kota & Udaipur: The Government of Rajasthan ('GoR') is deeply committed to improving education quality for all in the State of Rajasthan. The Government wants to deploy high definition video-conferencing system based virtual class room set up with various other related Audio-Visual Systems Integration ("AVSI") equipments at State Nodal Centres ("SNCs"). This they want to develop communication between each SNCs & Other state SNCs & National Nodal Centres ("NNCs") for better decimation of knowledge. The scope of work shall include:

- The vendor will perform a detailed requirement analysis along with SNCs' faculty to understand the requirements. As per the present understanding, detailed bill of material for 40 seaters class rooms is required.
- The Bidder will submit requirement of the IP ("Internet Protocol") Connectivity and power supply.
- The Bidder will carry out implementation at the SNCs.

The Bidder with expertise on the field of Audio/video integration and proposed VC with AVSI solution the state-of-art solution be setup.

Three different modes are expected out at :-

- LOCAL TEACHING:** This mode will be used for delivering lectures to local students who are physically present in the class room along with the teacher like any other regular class room.
- DISTANCE LEARNING:** Proposed virtual class room in this mode will be used for remote class room sessions when no teacher is physically available in the class. The students will get the virtual lecture from distant teacher will all features of local class.

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- c) **DISTANCE & LOCAL LEARNING:** This mode of virtual class room, teacher would teach the local students and of remote simultaneously. Remote students will be part of this physical class with complete interactivity.

2. Pre qualification criteria

- a) The Bidder should have total turnover of 25 lakhs for the last three years.
b) The bidder must produce at least one order copy worth 20 lakhs or two orders copies of Rs 10 lakhs each regarding setting up of Virtual classroom.
c) Authorization from Manufactures or dealers should be duly submitted.
d) The bidder should have their office/service centre in Jaipur/Kota/Udaipur.

S. No	Basic Requirement	Specific Requirement	Documents Required
1.	Legal Entity	The Bidder has to be a legal entity. The Bidder should be a company registered/incorporated in India under the provision of Companies Act, 1956/2013.	1. In case of a company: - (i) Certified copy of the Certificate of Incorporation issued by the Registrar of Companies ('RoC'); (ii) the Memorandum & Articles of Association of the company; 2. Certificate/license issued by the Regional Director/ RoC under section 25/8 of the Companies Act, 1956/ 2013.
2.	Turnover from Related Operations	In order to calculate the turnover of related operations for qualifying for one Cluster the bidder should have minimum gross average annual turnover of Twenty Five Lakh (Rs.25.00 Lakh) during the last three (3) Financial Years (FY) taken together (2015-16 to 2017-18).	Audited Balance Sheets, Profit and Loss Account of last two years alongwith Chartered Accountant's (CA) Certificate with his Registration Number and Seal.
4.	Bidder's Self Declaration (Mandatory Undertaking)	1. The bidder should: - a) Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a	A self-declaration on Bidders letter head as per (Annexure-XVI)

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S. No	Basic Requirement	Specific Requirement	Documents Required
		judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons. b) Not have their Directors and officers been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement process within a period of two (2) years preceding the commencement of procurement process, or not have been otherwise disqualified pursuant to debarment proceedings. c) Not have a Conflict of Interest in the procurement in question as specified in this RFP. d) Comply with the code of integrity as specified in this RFP. 2. An entity is not eligible to participate in this project while any sanction is issued to the entity by Education Department, GoR. Similarly, at the time of bidding, the Legal Entities black-listed/debarred from participating in any procurement process undertaken by: - a) Any Procuring Entity, if debarred by the Central or any State Government. b) Procuring Entity if debarred by	

S. No	Basic Requirement	Specific Requirement	Documents Required
		such procuring entity. A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Mission Director, Department of Health & Family welfare shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, <i>inter alia</i>, the time, cost and efforts of Mission Director, Department of Health & Family welfare, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to Mission Director, Department of Health & Family welfare under the RFP and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if: (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate	

S. No	Basic Requirement	Specific Requirement	Documents Required
		thereof (or any constituent thereof) have common members of the managing committee/ controlling shareholders or other ownership / management control. (ii) a constituent of such Bidder is also a constituent of another Bidder; or (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or (iv) such Bidder has the same POA Holder for purposes of this Bid as any other Bidder; or (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or (vi) such Bidder or any Associate thereof has	

S. No	Basic Requirement	Specific Requirement	Documents Required
		participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project. For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the common members of the managing committee/ controlling shareholders or other ownership / management control	
5.	POA	The Power of Attorney executed by the Bidder (as may be applicable) in favour of person(s) authorized to sign the Bid Document and / or any other documents as per the terms and conditions of the RFP, substantially in the form and format as set out in Annexure -IX hereto.	To be stamped and notarized as per the requirements of applicable laws.

3. Deliverables

The virtual classrooms would serve as a platform for synchronizing SNCs of the State with NNCs as well as SNCs of other states and would foster healthy dialogue and exchange of ideas with these premier institutions of the country, in the field of Pre Service Nursing education. The virtual classroom could enable to act as cost effective medium of communication between SNCs/NNCs across the country.

Key Features :

- Multi featured device with networking, computing, image projection and power management
- Integrated network with WiFi access
- Low power consumption
- Extensible connectivity over Cisco Education Cloud
- High quality audio/Video streaming on SAAS based platform
- Ruggedized product for temperature, dust & theft tolerance.

Technical Specification

Specification	Description
Product Compatibility	Fully compatible with standard 3 rd or above Generation Intel based computing architecture or above, Microsoft Windows & IEEE-802.11, IEEE-802.3
Software Compatibility	Microsoft Windows 7 or above Professional Edition SP1, Network Compatibility Support for advanced configuration and power interface (ACPI), Plug & Play Cisco connect software for multiple connection
Components	Fully Integrated unit including • Routing • Computing with Platform Control Hub (PCH) integrated Serial Peripheral Interface (SPI) flash device • LCD/ LED based projection system • HD amplified audio via ALC898 Audio codec • Two stereo front speaker 20 watt RMS each • Integrated HD Graphics video support • HD camera • Power Management • Multi streaming High definition with Audio Sensitivity :-

	58+_2dB
Applications	• Cisco collaboration platform • Open Office • VLC media player • Fire fox browser or other compatible browser • Adobe reader • Adobe Flash player • MS security essentials • MS power point viewers
Interface	2 USB 3.0 ports 2 USB 2.0 ports 2 USB 2.0 High current charging Ports 1 High Definition Multimedia Interface (HDMI) v1.4a 1 DVI-I Connector 1 Display port connector 1 Mic in 1 Line in / Line out speaker 1 S/PID out (Optical) 4 RJ -45 LAN Port with integrated LEDs 1 RJ -45 Uplink port 32 simultaneous wireless connections
Computing Specification	
CPU	Intel I3 1.2 GHz Processor Dual -Channel DDR3 with 2 connectors 1600 MHz memory support
Memory and Flash	4 GB DDR3 64 Mb Flash EEPROM (Electrically Erasable Programmable read only memory)) 240 pin DIMM (Dual In-line Memory Module) connectors

Drive	60 GB Solid State Drive (SSD) or above

Network Interfaces	
Ethernet/ Wireless	4 Lane /Ethernet (RJ-45) 10/100/1000 Mbps for LAN 1 RJ- 45 Uplink Wireless LAN 802.11 b/g/h wireless access point 32 wireless capability support
Network /Routing	Switch Port speed : 10/100/1000 Mbps RF:2.4/5 Ghz Encryption 128 bit 4 Antennas (2 per band) WEP (Wired Equivalent Privacy),WPA (Wired Protected Access) ,WPA2,Radius security

Power Management	
Power	AC Input Voltage 220-240 V Line Frequency 60-60 Hz Consumption 296 Watts
Heat Dissipation	Fan cooling for the image projection system Uses cooling devices based on natural convection technology and metal base to dissipate heat for the system

Image Projection	
Display	Screen :8*6 ft Pixels : 786,432 Pixels(H1024* V768) Resolution : 1024 * 768 colour pixels (XGA) Extended Graphics Array, 720 p Contrast Ratio : 1000:1

	Brightness : 2600 Lumens LC Panel : 63 type(Inch),1.6 cm polysilicon active -matrix TFT Manual Zoom X 1.2
Camera	720 p HD video calling (Upto 1280 X 720pixles) Fluid Crystal TM Technology H.264 Video compression* Carl Zeiss lens 20 step auto focus Automatic low light correction Hi speed USB 2.1 / 3.0 certified
Video	Multi point Video 30 frame per sec Codec H.254

Audio	
Speaker	Two stereo front speaker Built in amplification 20 watt RMS each
Microphone	Sensitivity : -58 + or - 3 dB Directivity : Omni- Directional Frequency response : 100- 1600 Hz S/N : 60 dB or More.

Physical & Environmental specifications	
Physical Dimensions	L*W*H = 465 X354X 140mm 10.2 Kgs
Operating Environment	Operating temperature 5-30 C
Operating Humidity	10 to 80 % relative humidity , Non condensing
Storage Temperature	-20 to 60 C
Storage Humidity	5 to 90 % Non-condensing

System stability and Monitoring	
Reliability	Mean Time Between Failures (MTBF)>11000
Physical reset Button	Power on / Off switch

Safety and Compliance	
Compliance	CE,UL,FCC

Consideration for Environment	Eco Mode, Power saving Mode
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****Brands mentioned are only preferred brands. Any equivalent reputed brands will be accepted.**

High quality Audio and Video: Systems should be able to give a good quality video/. They provide high frame rate of 30 Frames per Second at bandwidth as low as 192 Kbps. This is very important, as you will get good clarity and motion on even low bandwidths. This is especially a must in a Multi-conference call, where the total available bandwidth gets divided between the individual sites. What the users get is the feeling of having a real life meeting owing to the high clarity Video and audio. No longer will they feel strained due to poor audio and video during a video meet and will want to meet more on video rather than traveling to meet.

Also the support for **H.264 compression standard** ensures that you will get very high quality video even on lower bandwidth. Thus you can save on the ISDN Line costs also.

High Quality Audio: The systems offer the latest audio compression—G722.1 that gives good audio quality on low bandwidths. The system should also give CD quality audio using the MPEG 4 based ITU standard for CD quality—**AAC-LD**. The **Advanced Audio Coding -Low Delay** gives the user the feeling of being in the same room as the other site by compressing full 20 KHz audio. The stereo audio output along with the AAC-LD audio compression gives the user the opportunity to get a real life sound when doing multimedia presentations e.g. a DVD/VCR presentation.

Inbuilt IMUX and BONDING: Systems must have an **inbuilt** Inverse-Multiplexer which allows you to connect multiple ISDN BRI lines to the VC system directly. The superior hardware and software automatically does the BONDING of multiple ISDN lines to give you an aggregate bandwidth. This means more **reliability** and flexibility in making video calls since the system itself does the bandwidth aggregation and does not clutter your Conference room with unnecessary pieces of hardware and extra points of failure.

DVI Connectors to Connect Display Devices and PC Input: The Digital Video Interface connectors ensure greater picture clarity and better flexibility in connecting display devices. Most of today's display such as Plasma screens, Video

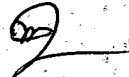
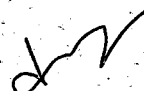
walls, Projectors etc. uses DVI connectors. The advantage of good resolution and digital format of the DVI connectors makes it the correct choice for connecting the display driver and the display unit. The DVI connectors also offer **VESA** power management and **EDID** (Extended Display Identification Data) that ensures that correct video format is used and power management such as DPMS (Digital Power Management Standard) ensures that the life of the display is also increased.

Down Speeding: ISDN lines, which act, as communication links for Videoconferencing are susceptible to fluctuations, with supplied system these fluctuations would not disconnect your video meet. The Down speeding feature the video call will down speed to the available bandwidth even if any of the B-channels drop - including even the first B channel. This will ensure that you can conduct uninterrupted video meetings.

IP. Capability: Considering the savings on cost and the flexibility that IP offers it is forecasted that in the near future IP would be the dominant carrier for Voice, Video and Data, with support for features like RSVP, NAT, QOS and implementations like IPLRTF. The system provides by the SI should offer high quality meeting solutions on IP. In fact the system should work closely with IP experts like Cisco to develop functionalities, which would give robust performance even on non-guaranteed networks like IP.

ENDPOINT AGNOSTIC MCU and Management Server: The MCU and centralized management software is endpoint agnostic

SUPPORT SERVICES: After GO-LIVE (Commissioning), facility management services (i.e. Technical Support Engineer) at both SNUs are required for at least 3 months. Thereafter, remote support to troubleshoot the problems and if not resolved remotely the visit to SNC is required during the project period.

SECTION - III

INSTRUCTIONS TO BIDDERS

Important instruction as per RTPP Rules 2013 in the beginning of Section III

1. Procedure for submission of Bids

1.1 It is proposed to have a Two Cover System for this tender

- a) Technical Bid (in duplicate) in one cover.
- b) Commercial bid (in duplicate) in one cover.

1.2 Each copy of Technical Bid of the Tender should be covered in a separate sealed cover super scribing the wordings "Technical Bid". Each copy should be marked as "Original Copy" and "First Copy". Both should be put in a single sealed cover super scribing the wordings "Technical Bid".

1.3 Each copy of Commercial Bid of the Tender should be covered in a separate sealed cover super scribing the wordings "Commercial Bid". Each copy should be marked as "Original Copy" and "First Copy". Both should be put in a single sealed cover super scribing the wordings "Commercial Bid". Commercial Bid should only indicate prices (Preferably item-wise).

1.4 All the two documents viz. Technical Bid Cover and Commercial Bid Cover prepared as above are to be kept in a single sealed cover super scribed with

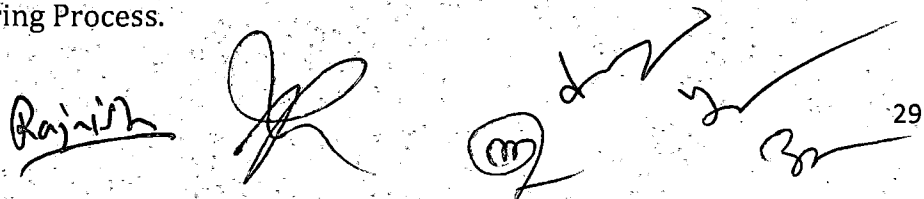
"Virtual Class Room"

1.5 The cover thus prepared should also indicate clearly the name and address of the tenderer to enable the Bid to be returned unopened in case it is declared "late".

1.6 A photocopy of the received of Earnest Money, if paid in cash, must be enclosed along with the Tender. In case the Earnest Money is paid by Demand Draft, the draft must be in a separate sealed envelope indicating the amount, tender Notice Number and due date and enclosed with the bid.

2. Cost of Tender

The tenderer shall bear all costs associated with the preparation and submission of its Bid, including the cost of presentation for the purpose of clarification of the bid, if so desired by the client and the client will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering Process.

The bottom of the page features several handwritten signatures and initials. From left to right, there is a signature that appears to be 'Rajnish', followed by a stylized 'R' or 'J' signature, then a circled 'M' with a checkmark, and finally a signature that looks like 'Bm'. The page number '29' is written in the bottom right corner.

3. Clarification of Tender Document

A prospective tenderer requiring any clarification of the Tender Document may notify the client in writing at the Client's mailing address indicated in Section I. The Client will respond in writing to any request for clarification of the Tender Document, received not later than 07 working days prior to the last date for the receipt of bids prescribed by the Client. In case of any further clarification on any of the points in the tender, if required, a meeting can be held.

The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage.

Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Entity exclusively through the issue of an addendum (part of Bid document) and not through the minutes of the pre-bid meeting.

At any time prior to the deadline for submission of the Bids, the Procuring Entity, suo-moto, may also amend the Bidding Document if required by issuing an addenda which will form integral part of the Bidding Document. The Bidders are advised to visit the aforementioned website on regular basis for checking necessary updates.

Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

The Procuring Entity reserves the right not to respond to any/ all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it.

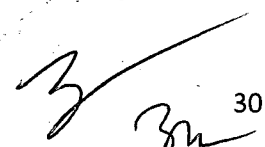
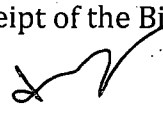
The representatives of the Bidder (maximum two participants/ representative from each bidder) who attend the pre - bid meeting are required to carry with them power of attorney / authorization letter / resolution of the board of directors, duly authorizing such representatives to attend the pre - bid meeting and raise the queries of the Bidder.

4. Amendment of Tender Document

4.1 At any time prior to the last date for receipt of bids, the client may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender Document by an amendment.

4.2 The amendment will be notified on the website of the <http://eproc.rajasthan.gov.in>

4.3 In order to afford prospective Tenderers reasonable time in which to take the amendment into account in preparing their bids, the Client may, at its discretion, extend the last date for the receipt of the Bids.


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5. Language of Bids

The bids prepared by the Tenderer and all correspondence and documents relating to the bids exchanged by the Tenderer and the Client, shall be written in English language, provided that any printed literature furnished by the Tenderer may be written in another language so long as accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

6. Documents comprising the Bids

6.1 A Single stage-Two Envelopes system shall be followed for the bid:

i) Technical Bid

(ii) Financial Bid

6.2 Technical Bid shall include the following documents:

S.No.	Document Type	Document Format
I.	Covering Letter - Technical Bid	Scanned copy of Bidder's letter head duly signed by authorized signatory
Fee Details		
I	RFP bid document cost	Scanned copy of Fee Receipt / DD/Banker's Cheque.
II	Processing Fee	Scanned copy of DD/ Banker's Cheque.
III	Bid Security	Scanned copy of DD/ Banker's Cheque/ Bank Guarantee ('BG').
Pre Qualification Document		
I	Technical Bid Submission Form (along with all supporting documents and information with respect to the eligibility criteria and evaluation of the proposal)	as per Annexure-XV Scanned copies and Photocopies duly attested by Gazetted Officer of Central/State Government(s) or Notary Public and also signed by the person signing the RFP to be uploaded.
II	Bidder's Authorisation Certificate along with copy of	as per Annexure-IX

	PoA/ Board resolution stating that Authorised Signatory can sign the bid/ Contract on behalf of the Bidder organization	
III	RFP Document	All papers duly signed and stamped along with originally filled RFP to be uploaded with page number on each page.
IV	An affidavit to the effect that the bidder has not been blacklisted in the past by any of the State Governments/ Procuring entity across the country or Government of India and that it will not form any coalition with the other bidder.	Affidavit on a stamp paper of relevant value
Technical Documents		
I	Well organized proposal (in a sequential manner having index in starting mentioning contents with page number)	duly page numbered and each page signed and stamped by the authorized signatory of the bidder.

Please note the Financial Bid undertaking needs to be submitted along with the Technical Bid. *Financial bid needs to be submitted only on e-procurement website as per the Bill of Quantities ('BoQ') template.*

6.3 Financial Bid shall include the following documents:

1	Financial Bid	<i>As per Annexure-XIII (As per BoQ (.XLS) format available on e-Procurement portal)</i>
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6.4 The Bidder should ensure that all the required documents, as mentioned in this RFP document, are submitted along with the bid and in the prescribed format only. Non-submission of the required documents or submission of

6.4 The Bidder should ensure that all the required documents, as mentioned in this RFP document, are submitted along with the bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/contents may lead to the rejections of the bid proposal submitted by the Bidder.

6.5 Hence, Bidders are advised to prepare and submit the bid accordingly and ensure that all the required documents are in place. Also, clarifications shall be sought only for the bid/ documents submitted and no new documents shall be accepted.

7 Cost of Preparation and Submission of RFP Document

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

8 Financial Bid

8.1 The financial bid must be specified in the BoQ file available at e-proc and without changing its form and type.

8.2 Amount quoted in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever. The amount quoted shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities. Revision in taxes/duties shall be on account of the Bidder. In case any new tax is levied by the Government the same shall be paid by the department to the Bidder from the imposition of such tax.

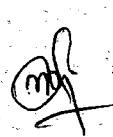
8.3 The amount shall be quoted by the Bidder entirely in Indian National Rupees (INR). All payments shall be made in Indian National Rupees (INR) only.

8.4 The amount shall be written both in figures and words, as applicable.

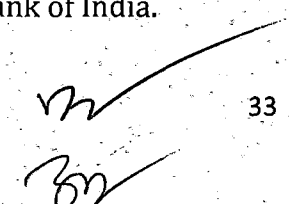
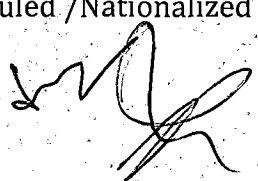
9 Bid Security

9.1 Unless otherwise specified in this Bid Document, the Bidders shall furnish as part of its Bid, Bid Security in original form and in the amount and currency as specified in this RFP Document.

9.2 The Bid Security shall be given in the form of Bank Demand Draft/ Banker's Cheque/ Bank Guarantee of a Scheduled /Nationalized Bank of India.



Ramish



9.3 Any Bid not accompanied by Bid Security, shall be liable to be rejected.

9.4 Bid Security of a Bidder lying with the Procuring Entity in respect to other Bids awaiting decision shall not be adjusted towards Bid Security for this Bid. The Bid Security originally deposited may, however, be taken into consideration in case Bids are re-invited.

9.5 The issuer of the Bid Security and the confirmer, if any, of the Bid Security, as well as the form and terms of the Bid Security, must be acceptable to the Procuring Entity.

9.6 The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of successful Bid and signing of Contract and submitting Performance Security by successful Bidder.

9.7 The Bid Security taken from a Bidder shall be forfeited in the following cases, namely:

9.7.1 when the Bidder withdraws or modifies his Bid after opening of Bids; or

9.7.2 when the Bidder does not execute the Concession Agreement in accordance with terms & conditions laid down in this RFP Bidding document within the specified time after issue of Letter of Award ('LoA'); or

9.7.3 when the Bidder fails to commence operations within the time specified in the Concession Agreement; or

9.7.4 when the Bidder does not deposit the Performance Security in the specified time period after the Letter of Award is issued;

9.7.5 if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders as specified in the RTPP Act, Chapter VI of the Rajasthan Transparency in Public Procurement Rules, 2013 ('RTPP Rules'); or

9.7.6 If the Bidder does not accept the correction of its quoted amount, as per this RFP document.

9.8 In case of the successful Bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded, provided that the successful Bidder has furnished the full amount of Performance Security. No interest will be paid by the Procuring Entity on the amount of Bid Security.

10 Deadline for the submission of Bids

Bids shall be submitted electronically on the website <http://eproc.rajasthan.gov.in> upto the time and date specified in the NIB or an

extension issued thereof.

11 Format and Signing of Bid

- 11.1 The Bid Forms/Templates/Annexures etc., wherever applicable, shall be typed or written in indelible ink and shall be signed digitally by person duly authorized to sign. The Bid Forms/Templates/Annexures etc., wherever applicable, should be uploaded on the eproc website in respective file format. As token of acceptance of all the terms and conditions of the Bidding Document, This authorization shall consist of a written Letter of Authorization from the authorized person, accompanied with a Board Resolution, in case of a company/POA.
- 11.2 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed by the person signing the Bid.
- 11.3 The bid should be duly signed (digitally) by authorised signatory.
- 11.4 Bidders must submit their bids online at e-proc portal. Bids received by any other means shall not be accepted.
- 11.5 If bids are not submitted as per the details mentioned in this Bidding Document and e-proc website, the Procuring Entity shall reject the bid.

12 Withdrawal, Substitution and Modification of Bids:

- 12.1 A Bidder may withdraw, substitute or modify its Bid Proposal after it has been submitted, only on the **eproc.rajasthan.gov.in** website. The corresponding withdrawal, substitution or modification of the Bid must be as per the provisions available on e-proc web site only.
- 12.2 No Bid shall be withdrawn, substituted or modified in the interval between the deadline for submission of the Bid and the expiration of the period of Bid validity.
- 12.3 Instructions/ procedure are mentioned at e-proc website under the section "Bidder's Manual Kit".

13 Additional information for Submission of Bids

- 13.1 That the incomplete RFP in any respect or those that are not consistent with the requirements as specified in this Request for Proposal Document or those that do not contain the Covering Letter or any other documents as per the specified formats may be considered non-responsive and liable for rejection.

- 13.2 Strict adherence to formats, wherever specified, is required.
- 13.3 All communication and information should be provided in writing.
- 13.4 No change in/or supplementary information shall be accepted once the RFP is submitted. However, Procuring Entity reserves the right to seek additional information and/or clarification from the Bidders, if found necessary, during the course of evaluation of the RFP. Non submission, incomplete submission or delayed submission of such additional information or clarifications sought by Procuring Entity may be a ground for rejecting the RFP.
- 13.5 The RFP shall be evaluated as per the criteria specified in this RFP and the broad framework of the evaluation parameters as stated in the RFP.
- 13.6 The Bidder should designate one person ("Contact Person" and "Authorized Representative and Signatory") authorized to represent the Bidder in its dealings with. This designated person should hold the Power of Attorney and be authorized to perform all tasks including but not limited to providing information, responding to enquiries, etc. The Covering Letter submitted by the Bidder shall be signed by the Authorized Signatory and shall bear the stamp of the firm.
- 13.7 Mere submission of information does not entitle the Bidder to meet an eligibility criterion. Committee constituted under the Chairmanship of MD, NHM reserves the right to vet and verify any or all information submitted by the Bidder.
- 13.8 If any claim made or information provided by the Bidder in the RFP or any information provided by the Bidder in response to any subsequent query by, is found to be incorrect or is a material misrepresentation of facts, then the RFP will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of Committee constituted under the Chairmanship of MD, NHM, if satisfied.
- 13.9 The Bidder shall be responsible for all the costs associated with the preparation of the Request for Proposal and any subsequent costs incurred as a part of the Bidding Process shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

14 Bid Opening:

- 14.1 The designated Procurement Committee will perform the bid opening, which is a critical event in the bidding process.
- 14.2 The Procuring Entity shall conduct the bid opening at the address, date and time specified in the Bidding Document.
- 14.3 All the bids received up to the specified time and date shall be opened by the members of the designated Procurement Committee at the specified place, date and time in the presence of Bidders or their authorized representatives who may choose to be present. Alternatively, the Bidders may also view the bid opening status/ process online at e-Proc website.
- 14.4 All the documents comprising of Technical Bid/ Envelop shall be opened & downloaded from the e-proc website (only for the Bidder's who have submitted the prescribed fee(s)).
- 14.5 All the Technical Bids/ Envelopes shall be opened one at a time, and the following heads will be read out and recorded: the name of the BIDDER; the presence of the Processing Fee, Tender Fee, Bid Security and any other details as the Procuring Entity may consider appropriate. No Bid shall be rejected at the time of opening of Technical Bids except the late Bids, Alternative Bids (if not permitted) and Bids not accompanied with the proof of payment or instrument of the required price of Bidding Document, Processing Fee or user charges (in case of e-procurement) and Bid Security.
- 14.6 The Procuring Entity shall prepare a record of the bid opening that shall include, at a minimum: the name of the Bidder and the presence or absence of Processing Fee, Cost of Bid Document, and Bid Security. The Bidders' representatives who are present shall be required to sign the attendance sheet.
- 14.7 The Financial Bid will remain unopened and will be opened later on the date and time intimated to the Bidders who qualify in the evaluation of Technical Bids. The date, time, and location of the opening of Financial Bids will be advised by the Procuring Entity only on the e-proc website. Bidders are advised to check the e-proc website regularly.
- 14.8 The designated Procurement Committee/ Bid Opening Committee shall prepare a list of the Bidders or their representatives attending the

opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bids Opening Committee with date and time of opening of the Bids.

- 14.9 The designated Procurement Committee/ Bid Opening Committee shall prepare a record of opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer (if they were permitted), any conditions put by Bidder and the presence or absence of the price of Bidding Documents, Processing Fee or User Charges and Bid Security. The Bidders or their representatives, who are present, shall sign the record of opening. The omission of a signature of Bidder's representative on the record of opening shall not invalidate the contents and effect of the record of opening. The members of the designated Procurement Committee/ Bids Opening Committee shall also sign the record of opening with date.

15 Disqualification:

Procuring Entity may at its sole discretion and at any time during the processing of bids, disqualify any Bidder/ Bid from the bid process if the Bidder:

- 15.1 Has not submitted the Bid in accordance with the Bidding Document.
- 15.2 Has submitted Bid without submitting the prescribed Cost of Bid Document, Processing Fee, Bid Security or the Bidder's authorization certificate/ Power of Attorney.
- 15.3 Has imposed other conditions in his Bid.
- 15.4 During validity of the Bid or its extended period, if any, increases his quoted Bid Amount.
- 15.5 Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- 15.6 Has failed to provide clarifications related thereto, when sought.
- 15.7 Has submitted more than one Bid. This will cause disqualification of all bids submitted by such Bidders including forfeiture of the Bid Security.
- 15.8 Is found to canvass, influence or attempt to influence in any manner for

the qualification or selection process, including without limitation, by offering bribes or other illegal gratification.

16 Acceptance of the successful bid and award of contract:

- 16.1 The Procuring Entity after considering the recommendations of the designated Procurement Committee/ Bid Evaluation Committee and the conditions of Bid, if any, financial implications etc., shall accept or reject the successful Bid.
- 16.2 As soon as the Bid is accepted by the Procuring Entity, its written intimation in the form of a Letter of Intent ('LoI') will be sent to the concerned Bidder by registered post or email and asked to execute a Concession Agreement in the format given in the Bidding Documents on a non-judicial stamp of requisite value and deposit the amount of Performance Security or a Performance Security Declaration, if applicable, within 15 days from the date of on which LoI is dispatched to the Bidder.
- 16.3 Before award of the Contract, the Procuring Entity shall ensure that the amount quoted in the Financial Bid of the successful Bidder is reasonable and consistent with the required quality.
- 16.4 A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- 16.5 The Procuring Entity shall award the Contract to the Bidder whose offer has been determined to be the lowest in accordance with the evaluation criteria, and if the Bidder has been determined to be qualified to perform the Contract satisfactorily.
- 16.6 Prior to the expiration of the period of validity of Bid, the Procuring Entity shall inform the successful Bidder in writing, by registered post or email, that its Bid has been accepted.
- 16.7 The acceptance of an offer is complete as soon as the LoI is posted and/ or sent by email to the address of the successful Bidder as given in its Bid.

17 Confidentiality:

- 17.1 Information relating to the examination, evaluation, comparison, and

post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

17.2 Any attempt by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act / Rules.

17.3 Notwithstanding above clause, from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Bidding process, it should do so in writing.

17.4 In addition to the restrictions specified the Procuring Entity, while procuring a subject matter of such nature which requires the procuring Entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

17.5 Breach of Code of Integrity by the Bidder: Without prejudice to the provisions of RTPP Act/Rules, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of RTPP Act/Rules.

18 Procuring Entity's Right to accept any Bid, and to reject any or all of the Bids:

The Procuring Entity reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids at any time prior to Contract award, without assigning any reasons therefore and without thereby incurring any liability to the Bidders.

19 Signing of Concession Agreement:

19.1 In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be asked to execute an Agreement in the format given in the Bidding Document on a non-judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, as applicable, within a period of fifteen days from the date on which the LOA is dispatched to the Bidder. Until a formal contract is executed, LOA shall constitute a binding Contract.

19.2 If the Bidder, whose Bid has been accepted, fails to sign a written Concession Agreement or fails to furnish the required Performance Security or Performance Security Declaration, as the case may be, within the specified time period, the Procuring Entity shall take action against the successful Bidder as per the provisions of the Rules. The Procuring Entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance on the rates of lowest Bidder to the next lowest responsive Bidder.

19.3 The Bid Security, if any, of the Bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful Bidder is signed and his Performance Security is obtained.

20 Performance Security (PS):

20.1 The successful Bidders shall have to deposit Performance Security in original form amounting to Rs 65000/- (5% of the Bid amount).

20.2 The amount of Performance Security shall be deposited with fifteen (15) days of issuance of Letter of Acceptance/ award of Contract. Amount of Bid Security can be adjusted into the Performance Security. Performance Security shall be five percent (5%) of the total project cost per Unit.

20.3 The currency of Performance Security shall be Indian National Rupees (INR).

20.4 Performance Security shall be furnished in one of the following forms:

20.4.1 Bank Draft/Banker's Cheque/Bank Guarantee of a Scheduled/Nationalized Bank in India drawn in favor of Rajasthan State Health Society. It shall be verified from the issuing bank with the banks undertaking of making the payment to the Procuring Entity without the consent of the Bidder.

The validity of the Bank Guarantee shall be for six (6) months beyond the stipulated time of completion of the entire Concession Agreement. The validity of the Bank Guarantee would be extended for the required period on request by the Procuring Entity.

20.4.2 Fixed Deposit Receipt (FDR) of a Scheduled/Nationalized Bank drawn in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure

before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand of the Procuring Entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

20.5 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract within the specified time period shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may award the Contract to then next lowest evaluated Bidder at the rate so the lowest bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

20.6 Forfeiture of Performance Security: The amount of Performance Security in full or part may be forfeited in the following cases.

20.6.1 when the Bidder does not execute the Contract in accordance with Clause 'Signing of Concession Agreement' within the specified time period; after issue of LoA; or

20.6.2 when the Bidder fails to commence the Services as per LoA/ Concession Agreement within the time specified; or

20.6.3 when Bidder fails to commence or complete the services satisfactorily within the time specified; or

20.6.4 when any terms and conditions of the Concession Agreement is breached; or

20.6.5 if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the RTPP Act/Rules.

20.7 Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.

21 Reservation of Rights:

To take care of unexpected circumstances, Procuring Entity reserves the rights for the following:

21.1 Extend the closing date for submission of the Bid proposals.

21.2 Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to prospective Bidders and on the respective websites as mentioned in NIB.

whether before or after the receipt of Bid proposals.

- 21.5 Seek the advice of external consultants to assist Procuring Entity in the evaluation or review of proposals.
- 21.6 Make enquiries of any person, company or organization to ascertain information regarding the Bidder and its proposal.
- 21.7 Reproduce for the purposes of the procedure the whole or any portion of the proposal despite any Copyright or other Intellectual Property Right that may subsist in the proposal.

22 Code of Integrity:

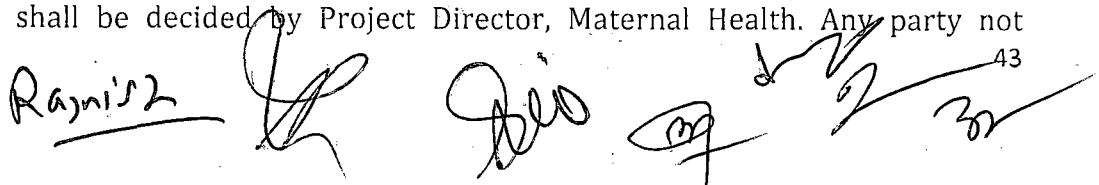
- 22.1 Any person participating in the procurement process shall-
 - 22.1.1 not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
 - 22.1.2 not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - 22.1.3 not indulge in any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - 22.1.4 not misuse any information shared between the Procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
 - 22.1.5 not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - 22.1.6 not obstruct any investigation or audit of a procurement process;
 - 22.1.7 disclose conflict of interest, if any; and
 - 22.1.8 Disclose any previous transgressions with any Entity in India or any other country during the last three (3) years or any debarment by any other Procuring Entity.

23 A. Grievance handling during procurement process

Grievance handling during procurement process- Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the RFP Bid Document in **Annexure-XVI**

B. Grievance handling during implementation process

Any interpretation/related to the implementation of terms of RFP dispute shall be decided by Project Director, Maternal Health. Any party not

 43

satisfied with the decision of PD, MH may approach within 30 days, Director-RCH. Decision of Director RCH shall be final.

- 24 **Liquidated damages :** In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores with the tender has failed to supply :-

- (a) delay up to one fourth period of the prescribed delivery period 2½%
- (b) delay exceeding one fourth but not exceeding half of the prescribed period 5%
- (c) delay exceeding half but not exceeding three fourth of 7½%
- (d) The prescribed period. Delay exceeding three fourth of the prescribed period 10%

- (1) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- (2) The maximum amount of liquidated damages shall be 10%
- (3) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (4) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the tenderer.

- 25 **FALL CLAUSE :-** Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days time to intimate their acceptance to the revised price, Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.

SECTION - IV

GENERAL TERMS AND CONDITIONS

1. The company should adhere with all seriousness to the time schedule provided by NHM.
2. The products asked for should be of very high standard and of reputed company with authorized service provider in Kota & Udaipur. Mutual trust and nature of services provided should motivate the service provider to give more than what is asked for in the agreement.
3. All the rates will be F.O.R, Kota & Udaipur.
4. The Company shall be liable to indemnify the NHM in all respects and meet and pay off the litigation expenses and all the liabilities including damages, sums etc. arising out of and as a consequence of the negligence, deficiencies, mistakes, lapses, delays etc. in the execution of the various jobs and the services provided.
5. The company should ensure quick back up response in case of equipment failure which should be replaced if needed within 24 hours of the distress call.
6. There is no provision for making advance payment to the Company as per NHM Rajasthan rules. However, the running bills for the jobs completed can be submitted by the company and will be cleared for payment within reasonable period.
7. Send a copy of the profile of the company along with the costumers' satisfaction report.
8. Attach detail of the product with model number. Each product will have at least one year warranty even if not asked for within Rajasthan.
9. All the products must reach the SNCs within 15 days of the date of the purchase of order.
10. The NHM Rajasthan has right to levy penalty for delay in service/supply.
11. The Bidders will submit 5% guarantee money of the complete solution.
12. 3 Year on-site maintenance of equipment/solution provided by Bidders.
13. The Bidders will provide training for the equipment and the software supplied and involved the PU official while implementation of the solution.
14. The Bidder will provide resident engineer for minimum 6 months to sought out teething problems and technical support and training.



Bidding Data Sheet

Instructions to Bidders Clause Reference

A. General	
	The Procuring Entity is Department of Medical, Health & Family Welfare, Government of Rajasthan, under the umbrella of National Health Mission' The name and identification number of the Contract is: "Virtual Classroom Solution" [file No.]..... Consultancy dated Estimated Project Cost:- Rs. ____/- (Rs. _____ only)
	The Intended Completion Date is - The period of Contract shall be for ____ () years.
	The Borrower is Govt. of Rajasthan
	Turnover of related operations/ Services of a similar nature for the bidder should have minimum gross average annual turnover of Rupees Twenty five Lakh (Rs.25.00 Lakh) during the last three (3) Financial Years (FY) taken together (2015-16 to 2017-18).
	The experience in Services of a similar nature required to be demonstrated by the Bidder during the last three (3) years should include a minimum that he has executed the following: • Demonstrated Experience in similar classroom educational software. • The bidder has successfully completed at least one contract with the amount of [•] crores of the related operations/ Services of a similar nature during any one of the last last three (3) years. • The bidder should have experience especially in logistics & equipment management.
	• Qualified and trained staff having experience especially in equipment maintenance and management.

	The essential equipment to be made available for the Contract by the successful Bidder shall be: Tools for repair, testing, simulators, calibrators, machinery for "Virtual Classroom Solution" and mobile maintenance van, office stationeries etc.
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B. Preparation of Bids	
	Language of the bid: English
	The additional materials required to be completed and submitted are - • Past performance statement of the Bidder • Clients certificate in support of the satisfactory past performance of the Bidder.
	The period of Bid validity shall be 90 days from the date of technical bid opening.
	Bid shall include a Bid Security in original form and in the form of Bank Demand Draft/ Banker's Cheque/ Bank Guarantee of a Scheduled /Nationalized Bank of India.
	The amount of Bid Security shall be in Indian National Rupees (INR)
C. Submission of Bid	
	The deadline for submission of bids shall be- From PM on upto PM on
D. Bid Opening and Evaluation	
	Both Technical Bid and Financial Bid shall be opened on ____ at ____ PM Room No. floor, Directorate of Medical & Health Services Rajasthan Jaipur
E. Award of Contract	
	Performance Security shall submitted within fifteen (15) days after receipt of the Letter of Acceptance. The amount of Performance Security shall be five percent (5%) of the annual project cost/total project cost. The currency of Performance Security shall be Indian National Rupees (INR).

Annexure-I

Minimum Eligibility Response Template

Sr. No.	Description	Complied With Statements	Proof attached
1	The bidder should be a company registered under Companies Act.		Self-attested photo copy of Registration Certificate
2	The bidder should be in existence at least for 5 years as of 1st September 2017 in business of core Computer hardware/software sales and services.		Self-attested photo copy of Certificate for commencement of business.
3	The bidder should have a turnover of Rs. 25 Lakh or more from computer hardware/software sale and services business during each of last three completed financial years. i.e. FY 2015-16 to 2017-18		Self-attested copies of the audited balance sheet and profit & loss statement for the last 3 completed financial years with adequate section duly marked and tagged
	Turnover declaration in INR		2015-16 2016-17 2017-18
4	The bidder should be earning a Net Profit or having Positive Net worth in each of the last three completed financial years. i.e. financial years. i.e. FY 2015-16 2016-17, 2017-18		Self attested copies of the audited balance sheet and profit & loss statement for the last 3 financial years with adequate section duly marked and tagged

Net profit/positive net worth declaration in INR

5. The bidder has never have been blacklisted/
barred/ disqualified by any regulator/ statutory
body
or any PSU or any Company

Self-Certification/declaration -

Annexure - V

6. The Bidder should facilitate support at the
Rajasthan

should provide
Bidder details of

support facilities available in
Rajasthan

- 7 The bidder should have direct authorization from
the OEM for selling and supporting the hardware
and software offered under this project.

As Per Annexure-III
Proof should be submitted.

- 8 The Bidder should have supplied installed
and
commissioned Virtual Classroom Solution
(S/w, H/w,
Peripherals) of the kind as mentioned in this RFP
and has

Documentary Proof as
installation/acceptance
certification

provided after sales service satisfactorily and
is in

operation for at least 2 years on the date of this
RFP.

- 9 The bidder must have currently valid Sales
Tax/VAT/GST/Service Tax registration
Certificate and

Photo copy of relevant
document

PAN

Authorised Signatory

Name :

Designation :

Place :

Date :

2 W 3

Annexure-II

Bidder's Letter for EMD

To

Subject: Virtual Classroom Solution (Ref No.)



We have enclosed an EMD in the form of a Demand Draft No./Pay Order

in favours of

payable at issued by the branch _____ of the Bank, for the sum of

Rs. _____ (Rupees _____ Only) as specified in terms and

conditions of this tender. EMD Valid up-to _____

Thanking you,

Yours

Yours faithfully,

Authorised Signatory

Name :

Designation :

Place :

Date :

Organization Seal

Ramish

Annexure-III

Manufacturer's Authorization Form

To

Dear Sir,

Subject: Virtual Classroom Solution (Ref No.)

We who are established and reputable
manufacturers of having factories at

Do hereby authorize
M/s.

(Name and Address of
Supplier/Channel

Partner/System Integrator) to bid, negotiate and conclude the contract with
.....against RFP no.for the above goods
manufactured by us.

We hereby extend our full warranty as per requirement, scope of work, General Terms
& Conditions of RFP for the goods offered for supply against this invitation for bid by
the above firm.

We hereby further confirm that the solution quoted by our partner/agency include 3
(Three) years warranty. We also confirm that all the Part Codes (product and warranty)
quoted by our partner are OK and the solution quoted by our partner will work as per
requirements specified by

Yours faithfully

(Name) For and on behalf of M/s.....

Signature of Witness

Signature of

Manufacturer

Dated:

Place:

Sd./-Seal

Rarnish
Su
[Signature]
[Signature]

Annexure-IV

Declaration regarding Clean Track by Bidder

To

Sir,

Subject: Virtual Classroom Solution (Ref No.)

I have carefully gone through the Terms and Conditions contained in the above referred RFP.

I hereby declare that my company is not currently debarred/black listed by any Government/ Semi Government organizations/Institutions in India or abroad. I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,

Authorised Signatory

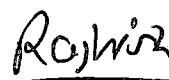
Name :

Designation :

Place :

Date :

Organisation Seal



Annexure-V

**Declaration for Acceptance of RFP Terms and
Conditions**

To,

Sir,

Subject: Virtual Classroom Solution (Ref No.)

I have carefully gone through the Terms & Conditions contained in the RFP document for Selection of bidder for **Virtual Classroom Solution**.

I declare that all the provisions/terms & conditions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

Authorised Signatory

Name :

Designation :

Place :

Date :

Organisation Seal



Ramish



Annexure-VI Declaration for Acceptance of Scope of Work

To,

Sir,

Subject: Virtual Classroom Solution (Ref No.)

I have carefully gone through the Scope of Work contained in the RFP document for Selection of bidder for **Virtual Classroom Solution**.

I declare that all the provisions/Scope of the work of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and I am, therefore, competent to make this declaration.

Yours faithfully,

Authorised Signatory

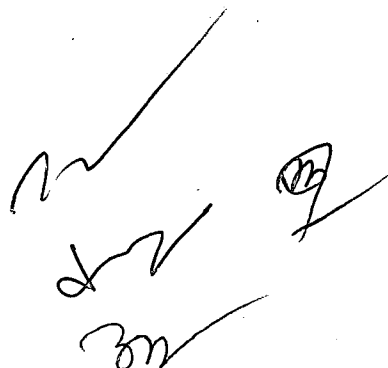
Name :

Designation :

Place :

Date :

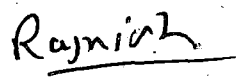
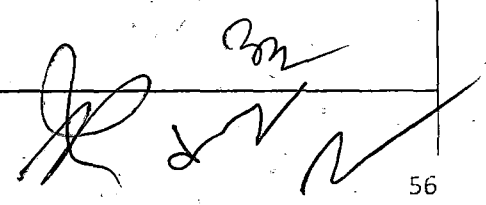
Organisation Seal



Annexure -VII

Bidder's Information

Sr. No	Description	Details
1	Name	
2	Address	
3	Telephone No. (with STD Code)	
4	Website	
5	Name and designation of the authorized person	
6	Contact Details of the authorized person (Phone/Email)	
7	Constitution (Public Ltd/ Pvt. Ltd)	
8	Details of Incorporation / Registration of the Company. Relevant Certificate to be submitted	
9	Line of business	
10	Whether manufacturer or authorized dealer	
11	Year of commencement of Business	
12	Valid Sales Tax Registration No.	
13	Valid Service Tax Registration No.	

14	Permanent Account Number (PAN)			
15	Name, Designation and contact details of the person to whom all references shall be made regarding this tender			
16	Brief Description of after sales service facilities available with the bidder			
Financial Details :- not of group, as per audited Balance Sheets in Rupees (in Cr).				
17	Year	2015-16	2016-17	2017-18
18	Net worth			
19	Turnover			
20	Profit After Tax			

Authorised Signatory

Name :

Designation :

Place :

Date :

Organisation Seal

[Handwritten signature]

[Handwritten signature]

To,

Sir,

Subject: Virtual Classroom Solution (Ref No.)

With reference to the RFP for Virtual Classroom Solution (Ref No.) being quoted to you vide our quotation No.: _____ dated _____, we hereby undertake that the components / parts / assembly / software used in the Computer/Peripherals under the above like Camera, Display Screen etc., shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorised license certificate (e.g. product keys on certification of authenticity in case of Microsoft Windows operating system) and also that it shall be sourced from the authorised source (e.g. authorised Microsoft channel in case of Microsoft operating system).

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default / we are unable to comply with above at the time of delivery or during installation for the IT hardware / software already billed, we agree to take back the Hardware/ Peripherals / Desktops without demur, if already supplied and return the money if any paid to us by you in this regard.

I/ Wealso take full responsibility of both as per the content even if there is any defect by our authorised service centre / reseller / SI etc.

Authorised Signatory

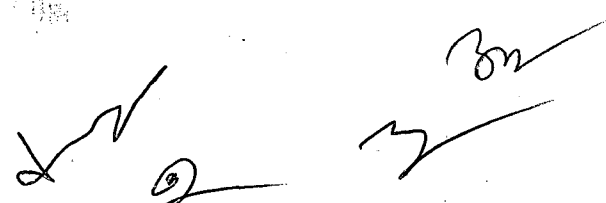
Name :

Designation :

Place :

Date :

Organisation Seal

Handwritten signatures and stamps at the bottom of the page. There are three distinct signatures: one on the left, one in the center, and one on the right. There are also some circular stamps or marks near the signatures.

Annexure-IX

Format Power of Attorney

(On Stamp paper of relevant value)

Know all men by the present, we _____ (name of the company and address of the registered office) do hereby appoint and authorize Mr

_____ (full name and residential address) who is presently employed with us holding the position of _____ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for "_____" in response to the RFP No. _____ by _____, including signing and submission of all the documents and providing information/responses to in all the matter in connection with our bid.

We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this ____ day of ____ 201_.

For

_____. (Signature)

(Name Designation and Address)

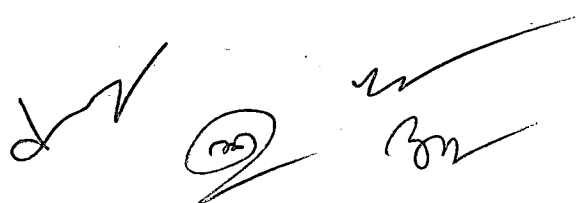
Accepted

Signature)

(Name Designation)

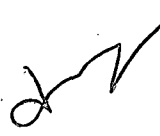
Date:

Business Address



Annexure-X Functional & Technical Compliance Template

Sr. No	Description	Compliance (Yes/ No)	Remark
1	The VC software/solution should be downloadable/ installable on PC/Laptop/Smart device etc from the internet/ central server and also available on a CD/USB.		
2	The VC software/ solution should be based on learning through two way interactive session audio+video facility.		
3	The VC solution should not require proprietary hardware at /client end, it should support standard webcam, echo cancelling mic/speaker.		
4	The VC software/ solution should be able to transmit/receive/display the content/Video on full screen both in Standard Definition (SD) and High Definition (HD) (HD quality 720p/1080P 30fps/60fps)		







5	The VC software/ solution should be able to display/share/ exchnage the presentation, excel, desktop,doc,pdf in real time for every connected participant(based on privilege) simultaneously with audio/video on PC/Laptop/Smart device etc.		
6	Each session must be recordable in real time (based on privilege), the recording must include audio/video and data/content.		
7	The VC software/ solution should provide Private Chat and Public Chat feature.(based on privilege)		
8	The VC software/ solution should have Inbuilt Whiteboard		
9	The VC software/ solution should be compatible with external White boards/input devices.		
10	VC software/ solution should provide for interactive Self test link.		
11	Vendor should have its own tier III Data Centre for hosting VC infrastructure. In case hosting is done at third-party site, primary Vendor should have valid SLA		Copy of Certificate to be attached indicating location

	for more than three years from the date of RFP. DC/DR should be in India.		of DC and DR.
12	The mobile application should available/downloadable free of charge from internet/appstore		
13	The VC software/ solution should provide admin login of the web interface used for managing the VC session, rights allocation etc.		

14	The VC software/ solution should provide real- time monitoring feature in admin login		
15	The VC software/ solution should have feature to mute camera, speaker and mic of the participant. (by administrator/trainer)		
16	The VC software/ solution should have reporting feature for generated various MIS as per the industry standard(e.g. Total participants, Active participants, In- active participants, completed/ non completed session etc.)		
17	The VC software/ solution offered should be secured connection established between participant and host should be end-to-end encrypted with minimum		

	128 SSL.		
18	The vendor should provide the proof of accreditation to Quality Management Systems like ISO 9001:2008.		Copy of Certificate to be attached
19	The vendor should possess ISO-27001 Certification.(for Information Security Management System)		Copy of Certificate to be attached

Note :

1. Failure to meet any of the above mandatory requirements will disqualify the bidder and result in elimination from further process.
2. Bidder should provide supporting document for each of the complied line item.

[Handwritten signatures]

Annexure-XI

Functional & Technical Compliance Template

Sr. No	Description	Value*	Remark
1	latency between transmitter and receiver (signal transport excluded, in milliseconds)		Self-certification to be provided
2	Minimum bandwidth needed for VC to work for Audio + Video + data in kbps. (a single session at participant's end)		Self-certification to be provided
3	Maximum No. of concurrent users supported in a single session (one to many)		Self-certification to be provided
4	Maximum No. of concurrent users supported in a single session (many to many/group conference)		Self-certification to be provided
5	Number of Operating System supported (for Desk/Laptop) by the VC software/ solution.		Self-certification to be provided
6	Number of Operating System supported (for Smart device/Mobile/Tablet) by the VC software/ solution.		Self-certification to be provided

Annexure-XII

NON DISCLOSURE AGREEMENT

(To be taken on Rupees 100 Non Judicial Stamp Paper)

This Agreement made on this ----- day of -----, 201 ("Effective Date") between--
-----, a company registered under the Companies Act 1913, having its
office at -----hereinafter referred to as the "Institute" or "Indemnity Holder"
(which expression shall unless it be repugnant to the context or meaning thereof shall
mean and include its successors and assigns) of the one part. AND

XXXXXXX LIMITED a company registered in India and having its registered office
(Hereinafter referred to as "XXXXXXX", which expression shall mean and include unless
repugnant to the context, its successors and permitted assigns).

The term "Disclosing Party" refers to the party disclosing the confidential information to
the other party to this Agreement and the term "Receiving Party" means the party to
this Agreement which is receiving the confidential information from the Disclosing
Party.

The NHM and XXXXXXX shall hereinafter be jointly referred to as the "Parties" and
individually as a "Party".

NOW THEREFORE

In consideration of the mutual protection of information herein by the parties hereto
and such additional promises and understandings as are hereinafter set forth, the
parties agree as follows:

Article 1: Purpose

The purpose of this Agreement is to maintain in confidentiality of the various
Confidential Information, which is provided or exchanged between XXXXXXX to perform
the respective promises in furtherance of this Agreement (hereinafter called "Purpose")
set forth in below:



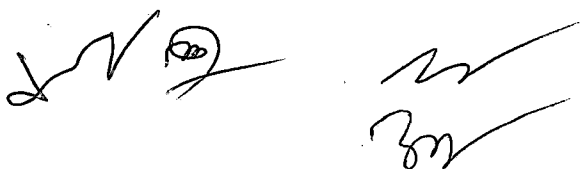
Article 2: DEFINITION

For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs.

Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

Article 3: NO LICENSES

This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by one party on the other party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.



Article 4: DISCLOSURE

Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.

The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.

The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

The parties agree that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the

Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

Article 7: NON-WAIVER

No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

Article 8: JURISDICTION

If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 by a sole arbitrator appointed by the Director-RCH. Arbitration shall be held in Jaipur, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the parties.

Article 9: GOVERNING LAW

This Agreement shall be governed exclusively by the laws of India and jurisdiction shall be vested exclusively in the courts at Jaipur in India.

Article 10: NON-ASSIGNMENT

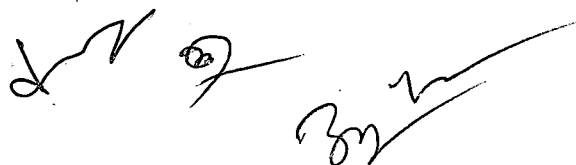
This Agreement shall not be amended, modified, assigned or transferred by either party without the prior written consent of the other party.

Article 11: TERM

This Agreement shall remain valid from the----- until the termination or expiry of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination / expiry of the Agreement for a period of three years after the termination / expiry of this Agreement.

Article 12: INTELLECTUAL PROPERTY RIGHTS

Neither Party will use or permit the use of the other Party's names, logos, trademarks or other identifying data, or otherwise discuss or make reference to such other Party or infringe Patent, Copyrights, in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without such other Party's prior written consent.



Article 13: GENERAL

Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this

Agreement on any third party.

This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.

Any breach of any provision of this Agreement by a party hereto shall not affect the other party's nondisclosure and non-use obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their duly authorized representatives as of the Effective Date written above.

<Bidder/company>

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



ANNEXURE - XIII

Financial Proposal (BoQ)

E-PROCUREMENT

VIRTUAL CLASSROOM SETUP AT STATE NODAL CENTER AT KOTA & UDAIPUR

Below given cost will include Supply, Installation, Commissioning, Management and Maintenance (Setup) of Virtual Class Room at State Nodal Center at Kota & Udaipur for the project period.

Sr. No.	Description of items	**Cost in (Indian Rupees)
1.	VIRTUAL CLASSROOM SETUP AT STATE NODAL CENTER AT KOTA & UDAIPUR	Rs. ----- (Rupees ----- only)

Note: ** The rates quoted shall be inclusive of GST and all other charges etc.

Place:

Date:

Signature of the authorized signatory

Name, Designation and official seal

ANNEXURE - XIV

TECHNICAL BID SUBMISSION FORM/EXPERIENCE CERTIFICATE/AFFILIATION CERTIFICATE

{To be filled by the Bidder}

i. Addressed to:

a.	Name of the procuring Entity	Mission Director, National Health Mission "Rajasthan State Health Society" Medical, Health & Family Welfare Department, Swasthya Bawan, Tilak Marg, Jaipur, Rajasthan
b.	Address	As mentioned in Ref....
c.	Telephone	As mentioned in Ref....
d.	Telephone/Fax	As mentioned in Ref....
e.	e-Mail	As mentioned in _____ (clearly mention the NIB no. in the subject of the mail)

ii. Reference No.: Dated ____

iii. Other related details: - (in case of Joint Venture, the details of each Partner of the Joint venture have to be separately provided to RSHS)

1.	Name of Tenderer /Bidder	
2.	Name & Designation of Authorized Signatory	
3.	Registered Office Address	
	Telephone Nos. / Mobile	
	Fax:	
	Email:	
	Website:	
4.	Rajasthan Centre Address (if Any)	
	Phone No.:	
	Contact Person:	
5.	Jaipur Centre Address (if Any)	
	Phone No.:	

	Contact Person:	
6.	Year of Establishment	
7.	Nature of Legal Entity	
8.	Previous Experience	
9.	Any other details in support of your offer	

- iv. Annual Turnover during last three years (as stated in the eligibility criteria, attach proof at page no _____):(in case of Joint Venture, the details of each Partner of the Joint Venture have to be separately provided to RSHS)

Financial year	Total Turnover (Rs. In crores)	Audited Accounts submitted? (yes/ no)
2015-16		
2016-17		
2017-18		
Minimum Gross Average Turnover		

- v. Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last three (3) years. Also list details of work under way or committed, including expected completion date.:-

(Note: Submit Original Documents(s) to the Procurement Committee at the time of evaluation of technical bids) (in case of Joint Venture, the details of each Partner of the Joint Venture have to be separately provided to RSHS)

S. No.	Project Name	Name of employer and contact person	Type of Services provided and year of completion	Value of Contract
1				

[Handwritten signatures and marks]

1				
2				
3				

- vi. Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

S.No	Position	Name	Years of Experience	Years of Experience in proposed position.
1				
2				
3				
4				

- vii. Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Procuring Entity.

- viii. Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

S.N.	Other Party(ies)	Case of Dispute	Details of litigation/ award/ judgement	Amount Involved/Disputed
1				
2				

3				
4				
5				

- ix. Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements
- x. The Cost of Tender amounting to Rs. 5000/- (Rupees Five Thousand Only) has been deposited vide cash receipt / DD/ Banker's cheque no. _____ dated _____ in favour of the Rajasthan State Health Society, payable at Jaipur.
- xi. The processing fees amounting to Rs. 1,000/- (Rupees One Thousand) has been deposited vide DD/ Banker's cheque no. _____ dated _____ in favour of Managing Director, RISL, Jaipur payable at Jaipur.
- xii. I/We have applied for this tender and following documents are attached towards the proof of Bid Security in favour of Rajasthan State Health Society, payable at Jaipur. I/we also fulfil the eligibility criteria with respect to multiple Units as mentioned in this tender document:

SNo	BID Security (in Rs.)	DD/ Banker's Cheque/ Bank Guarantee	No. with date
1.			

- xiii. The rate for the [Unit maintenance] as prescribed has been mentioned separately in the Financial Bid.
- xiv. The amounts quoted are applicable up to 90 days from the date of opening of Technical Bid of tender document. This validity can be extended with mutual agreement.
- xv. The Permanent Account Number (PAN) issued by Income Tax Department _____ has been submitted.
- xvi. I / We agree to abide by all the terms and conditions mentioned in this form issued by the Procuring Entity and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in

token of acceptance of the terms mentioned therein along with stamp of the firm).

- xvii. I/ We acknowledge that the Procuring Entity will be relying on the information provided in the Bid and the documents accompanying the Bid for our selection, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are original or true copies of their respective originals.
- xviii. I/ We shall make available to the Procuring Entity any additional information it may find necessary or require to supplement or authenticate the Bid.
- xix. I/ We acknowledge the right of the Procuring Entity to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- xx. I/ We certify that in the last three years, we/ any of the Joint Venture Partners have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- xxi. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the RFP, including any addendum issued by the Procuring Entity; and
 - (b) I/ We do not have any conflict of interest in accordance with the terms and conditions of the RFP document.
- xxii. I/ We understand that you may cancel the bidding process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the project, without incurring any liability to the Bidders, in accordance with the terms and conditions of the RFP document.
- xxiii. I/ We declare that we/ any Partners of the Joint Venture are not a Member of a/ any other Joint Venture submitting a Bid for the project under the terms and conditions of the RFP.
- xxiv. I/ We undertake that in case due to any change in facts or circumstances during the bidding process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Procuring Entity of the same immediately.
- xxv. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Procuring Entity in connection with the selection of the Bidder, or in connection with the bidding process itself, in respect of the project and the terms and implementation thereof.

- xxvi. In the event of my/ our being declared as the selected Bidder, I/we agree to enter into an Contract in accordance with the draft that has been provided to me/us prior to the Bid Submission Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- xxvii. I/ We have studied all the bidding documents carefully and also surveyed the site. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Procuring Entity or in respect of any matter arising out of or relating to the bidding process including the award of contract.
- xxviii. I/ We agree and understand that the Bid is subject to the provisions of the bidding documents. In no case, I/we shall have any claim or right of whatsoever nature if the project is not awarded to me/us or our Bid is not opened or rejected.
- xxix. The price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Contract, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the total estimated project cost and implementation of the project.
- xxx. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

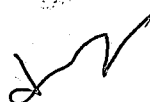
In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document:

Date:

Name & Seal of the firm: _____

Authorized Signatory: _____

Note: The Bidder is required to provide supporting documents including the certificate of registration as per applicable laws in accordance with the terms and conditions of the RFP.



ANNEXURE -XV
BIDDER SELF DECLARATION
{To be filled by the Bidder}

To,

{Procuring Entity}, _____

In response to the Ref. No. _____ dated _____ for

{Project Title}, as an Owner/Lead Partner of Joint Venture Partner /Director/Authorised Signatory of _____, I/ We hereby declare that presently our Firm/Company/Joint Venture at the time of bidding:-

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT;
- d) does not have any previous transgressions with any entity in India or any other country during the last three (3) years;
- e) does not have any debarment by any other procuring entity;
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a Conflict of Interest as mentioned in the bidding document which materially affects the fair competition;
- i) will comply with the Code of Integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of all applicable laws, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

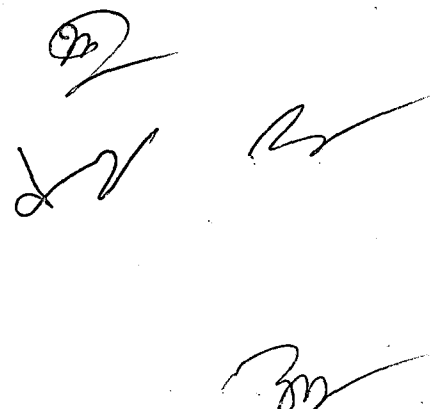
Name of the Bidder / Lead Partner of Joint Venture:

Authorised Signatory:

Seal of the Organization:

Date: _____

Place: _____



ANNEXURE- XVI

GRIEVANCE HANDLING DURING PROCUREMENT PROCESS

Grievance handling during procurement process- Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified below:

Memorandum of Appeal and Procedure of Appeal

FORM No. 1 [See Rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012 ('RTPP Act')

Appeal Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the RTPP Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

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

6. Grounds of appeal:

.....
.....
..... (Supported by an affidavit)

Prayer:

Place

Date

Appellant's Signature

Procedure of Appeals

The designation and address of the First Appellate Authority is: Secretary & Mission Director, National Health Mission, Rajasthan

The designation and address of the Second Appellate Authority is: Additional Chief Secretary, Directorate of Medical Health & Family Welfare, Govt. of Rajasthan

1) Filing an appeal-

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the RTPP Act or the RTPP Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in Clause 36 of ITB within a period of ten (10) days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:"

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- 2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty (30) days from the date of the appeal.
- 3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective Bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority in this behalf within fifteen (15) days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- 4) **Appeal not to lie in certain cases-** No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
 - a) determination of need of procurement;
 - b) provisions limiting participation of Bidders in the Bid process;
 - c) the decision of whether or not to enter into negotiations;

- d) cancellation of a procurement process;
- e) applicability of the provisions of confidentiality.

5) Form of Appeal-

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

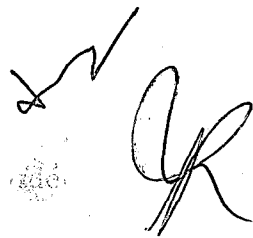
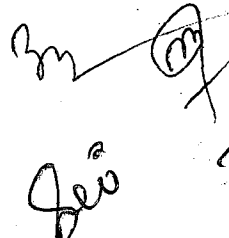
6) Fee for filing appeal-

- a) Fee for first appeal shall be Rupees Two Thousand Five Hundred only (INR 2500/-) and for second appeal shall be Rupees Ten Thousand only (INR 10,000/-), which shall be non-refundable.
- b) The fee shall be paid in the form of Bank Demand Draft or Banker's Cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned payable at Jaipur.

7) Procedure for disposal of appeal-

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

For and on behalf of

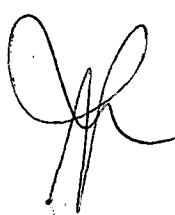
   

Signature (with seal)

(Authorised Representative/Signatory)

Name of the Person.....

Designation.....

 *Sri*
Ramir

