2021

Office of The Registrar General of India (ORGI)

No. 10/22/2019-Census (Media),

Dated:21.09.2021

RFP for procurement of Enterprise License of analytical and Listening Tool on Two Year subscription

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RFP on procurement of Enterprise License of analytical and Listening Tool on subscription basis

Mode of Bid Submission	Online though eProcurement/ e-Tendering system at https://eprocure.gov.in/eprocure/app
Procuring Authority	DRG (Media), Office of the Registrar General of India West Block 1, Sector-1, RK Puram, New Delhi, Delhi -110066
Date of uploading of RFP	21.09.2021
Pre Bid Meeting-- Time; Date; & Venue	Date: 04.10.2021 Time:3.00 PM Venue: Conference Room, Office of the Registrar General of India, West Block 1, RK Puram, New Delhi 110066
Last Date & Time of Submission of Bid	12.10.2021 (2.00PM)
Manner of bid submission	Online at eProc website (https://eprocure.gov.in/eprocure/app)
Date & Time of Opening of Technical Bid	Date:13.10.2021 Time: 3.00 PM Venue: Office of the Registrar General of India, NDCC Building-II, Jai Singh Road, New Delhi 110001

Name of the Bidding Company/ Firm:			
Contact Person (Authorized Bid Signatory):			
Correspondence Address:			
Mobile No.		**Telephone & Fax Nos.:**	
Website & E-Mail:			

Office of The Registrar General of India (ORGI)
West Block 1, Sector-1, RK Puram, New Delhi, Delhi -110066

Web: http://censusindia.gov.in/, Email: sandhya.singh@nic.in

ABBREVIATIONS & DEFINITIONS

Authorized 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.
Bid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation.
Bidder	Any firm / agency/ company participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement.
Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement.
Contract Period	The Contract Period shall commence from the date of issue of Work order. The contract period will be initially for two years. The contract period may be extended up to 1 year beyond the two year of contract with mutual consent of both the parties and the work requirement.
Day	A calendar day as per GoI.
ORGI	Office of the Registrar General of India, Government of India
MHA, GoI	Ministry of Home Affairs, Govt. of India
RFP	Request for Proposal (A document published by the procuring entity inviting Bid relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid)
INR	Indian Rupee
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent

RFP	Notice Inviting Bid
Notification	A notification published in the Official Gazette
PAN	Permanent Account Number
TEC	Technical Evaluation Committee
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and "procure" or "procured" shall be construed accordingly
Tendering 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. ORGI in this RFP document.
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
Public Procurement Portal	CPP portal ; https://eprocure.gov.in/eprocure/app
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number
WO/ PO	Work Order/ Purchase Order

1. INVITATION FOR BID (IFB) & NOTICE INVITING BID (RFP)

Name & Address of the Procuring Entity	• Deputy Registrar General (Media) • Address: West Block1, Sector-1, RK Puram, New Delhi, Delhi -110066
Contact details	• Designation: DRG (Media) • Address: West Block1, Sector-1, RK Puram, New Delhi, Delhi -110066 Email: sandhya.singh@nic.in
Subject of the RFP	Procurement of analytical and Listening Tool on two Year subscription basis
Bid Procedure	Two-stage: Two Part (envelop) open competitive eBid procedure at https://eprocure.gov.in/eprocure/app
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS) i.e. Lowest-1 (L1) method
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	• Websites: censusindia.gov.in,
Bid Security and Mode of Payment	• Declaration as per Annexure-9
Bid Validity	90 days from the bid submission deadline

Note:

1. 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. Bidders must register on https://eprocure.gov.in/eprocure/app (bidders already registered https://eprocure.gov.in/eprocure/app before Time must register again).
2. ORGI 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.
3. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
4. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
5. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.

2. PROJECT PROFILE &BACKGROUND INFORMATION

2.1. Project Profile & Background Information

2.1.1. Social Media helps in instant and direct communication of government with the people in highly effective manner. Social technologies help in making networking and engagement with the public simple and powerful. It also helps in making faster research, providing mechanisms for understanding sentiments, quick communications at the times of crisis and measurement of public sentiment to help in forming the public policy.

2.1.2. ORGI, MHA intends to enter into a contract wherein certain activities are fixed and shall be done on a continuous basis; while some activities may be done by the bidder on demand i.e. when ORGI asks the bidder to perform those activities mentioned in Scope of Work. Bidder shall provide suggestions on Scope of Work, Deliverables based on his understanding of scope & activities mentioned.

2.1.3. The guiding principles of **E5 Excellence** for Social Media to be followed are as follows:

- Engagement (and Listening): Ministry of Home Affairs, Office of the Registrar General of India intends to use social media to pay attention to what people are saying in their areas. Relevant mentions on social media platforms shall help the government respond better to emergencies or other issues that might require government action and also for the fact that engagement through social media promotes civic engagement, ensuring that ability to interact digitally with government would encourage residents to be more engaged with government.
- Education: Social media shall give the Government a tool to share information in real time, to educate people about public safety and to promote events and achievements. Social media shall provide people a way to educate the government as well: enabling to talk directly to officials about a wide spectrum of topics & concerns, from situational awareness to opinions.
- Efficiency: Use of social media to spread messages and information to public with wider reach and in a cost-effective way.
- Earnestness: In a culture in which people expect to communicate and conduct all transactions digitally, at any time or place, and through any electronic device, social media could be used to reach the virtually continuous demands of residents. Social media enables quick visibility of & resolution to the needs of the residents by government.
- Experience: Social media would also help the public to digitally experience the Government activities, events, programs, etc.

3. ELIGIBILITY CRITERIA

1) A bidder participating in the procurement process shall possess the following minimum eligibility criteria.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	A company registered under Companies Act, 1956 **OR** A partnership firm registered under Limited Partnership Act, 1932.	○ Copy of valid Registration Certificates. OR Copy of Certificates of incorporation
2.	Financial Turnover With PRL Statement	Average Annual Turnover of the bidder during the financial years, i.e., from FY 2017-18 to FY 2019-20 (as per the last published audited balance sheets), should be at least Rs. 1 Crore.	CA Certificate with CA's Registration Number/ Seal
3.	Experience (over the period of last three financial years including current year)	Must have handled similar projects* with government (central/state) or PSUs worth at least of 40 lacs. Or Two projects worth 30 lacs each Or Three projects of 20 lacs each	
4.	Financial Net Worth	The net worth of the bidder as on 31st March 2020 should be Positive.	CA Certificate with CA's Registration Number/ Seal
5.	Tax registration and clearance	The bidder should have a registered number of i. GSTN ii. Income Tax / PAN.	Copies of relevant certificates of registration

6.	Mandatory Undertaking	Bidder should: - a) not be 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 must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their 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 years preceding the commencement of the 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 the bidding document. d) Comply with the code of integrity as specified in the bidding document.	A Self Certified letter as per Annexure-2: Self-Declaration

Note: * Here similar projects mean, supply, installation and commissioning of Social Media Analytical and listening tools

4. SCOPE OF WORK, DELIVERABLES & TIMELINES

ORGI intends to take subscription-based supply and support of Enterprise License of analytical and Listening Tool as per Annexure-6 BoQ i.e. Bill of Material and thereafter provide Training & support to the ORGI as per Scope of Work for Two Year from date of issuance of work order.

4.1. Scope of Work

- Supply and Support: Selected bidder shall supply Licensee with subscription of Two Year for

analytical and Listening Tool along with comprehensive support for 2 year including but not limited to updates, patches, and upgrades as and when released.

- Selected bidder shall supply (as per BoQ) & provide training for analytical and Listening Tool
- The bidder shall configure the licenses as per ORGI requirement and obtain installation certificate of delivered licenses.
- The agency shall provide maximum up-to 10 social channels for the use of Social Media Management and content automation
- The agency shall provide 2 Authorized logins for Enterprise Social listening along with 10 visual users to view queries shared with them for mentions, tags or alerts
- Unlimited PR insights reports including any of the following data points - Media Exposure, reach by similar web, top publications, top influencers, automated sentiment analysis and net tonality score as and when required by the ORGI.

The analytical and Listening Tool should provide following functionalities:

Social Management -

- Plan and Execute Campaigns
- Asset Management
- Content & Campaign Analytics
- Social Customer Service
- Automated Alerts & Trend Spotting
- Benchmarking & Reporting

Social Listening -

- Always-On Listening
- Search Visual and Text
- Market, Topic, Audience, & Trend Research
- Competitive Benchmarking
- Influencer Identification
- Brand Health & Sentiment Tracking
- Content Creation
- Should have firehose of Twitter
- Access to public Instagram and Facebook collections;
- Monitor YouTube is a real time API call back.

- Inclusive of Set Up, Implementation and Ongoing Support.
- Sentiment Analysis: Natural Language Processing (NLP) analysis of article sentiment in selected languages.
- Support: Technical and Consultative support during normal local business hours, for the duration of the subscription.
- Email: Daily e-mail reports and ad-hoc dashboard reports showing search results for Authorized Users.

The tool should provide the following Unique Features for their enterprise solution

From Social listening perspective:

- Twitter Gender Split Analysis
- Tweet-Life Analysis (Deep Analysis of a Specific Tweet's virality)
- From Twitter: Unlimited Retrospective Monitoring, with Full and Unlimited Data
- Unlimited Dashboards
- Unlimited Saved Searches
- For Twitter: Custom filers for City/State-specific monitoring
- Monitoring of Social Channels like Reddit & Tumblr

From Response Management Perspective:

- Unlimited Response Management Users
- Configurable Workflow and Task Allocation
- Assign Content by Keywords
- Priorities and Suggest Responses
- Custom Approval Chains, before Content is published/Responded to
- Detailed & Comprehensive Owned Page Reporting

Newsletter:

- Ability to Design and send branded e-Newsletters from within the tool, containing search results and/or own content.

Media PR Reporting solution:

- Ad hoc & Monthly PR Insight Reports, which must include the following data points as required: Media Exposure, Reach, Top Publications, Top Journalists, Sentiment Analysis and Net Tonality Score (NTS)
- Benchmarking and comparative analysis.
- The reports in PDF format.

Indian Print Monitoring:

- Print monitoring across a list of national & regional Indian newspapers

- Scanned copies to be delivered on emails daily, with Alerts on the Mobile App
- Define keywords used to search among print content (broadly all Census India 2021/ NPR related.)

4.2. Deliverables, Timelines and Payment Schedule

S. No. (1)	Project Activity/ Scope of Work (2)	Milestone (3)	Deliverables (Reports/ Docs. / Infra.) (4)	Timelines T_0- Date of Issuing Work order (5)	Payment Schedule (6)
1.	As per Scope of work (4.1)	• Supply of Licenses on subscription basis for two year for analytical and Listening Tool • Training to end users on the tool	Delivery /Installation report verified	$T_1=T_0+7$ Days	60% payment as per agreed cost of Serial No. 1 of Financial Bid
2.	As per Scope of work (4.1)	Two Year Support Services for analytical and Listening Tool	Analytical Reports	T_1+6 Months T_1+12 Months T_1+18 Months Balance on completion of project (Project is for two years)	10 % equated payment as per agreed cost of Serial No. 1 of Financial Bid

5. INSTRUCTION TO BIDDERS (ITB)

1) Tender Documents

The complete bidding document shall also be placed on the e-Procurement portal.

2) Changes in the Bidding Document

a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.

b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.

c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to consider the clarification or modification, as the case may be, while submitting their Bids.

d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:

Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

3) Period of Validity of Bids

a) Bids submitted by the bidders shall remain valid during the period specified in the RFP/ bidding document i.e. 90 days. A Bid valid for a shorter period shall be rejected by the procuring entity as non- responsive Bid.

b) Prior to the expiry of the period of validity of Bids (90 days), the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

4) Format and Signing of Bids

a) Bidders must submit their bids online at e-Procurement portal i.e. https://eprocure.gov.in/eprocure.

b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.

c) A Single Stage-Two part/ cover system shall be followed for the Bid: -

   a. Technical Bid, bid security, technical documents and Financial Bid

d) The technical bid shall consist of the following documents*: -

S. No.	Documents Type	Document Format
	Fee Details	
1.	Bid Security	As per **Annexure-9** (Scanned copy)
	Eligibility Documents	
2.	Bidder's Authorization Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per **Annexure-1** and copy of PoA/ Board resolution stating that Auth. Signatory (DSC holder) can sign the bid/ contract on behalf of the firm. (AUTH.PDF)
3.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF)
	Technical Documents	
4.	Self-Declaration	**As per Annexure-2**
5.	Certification of Conformity/No Deviation	**As per Annexure-3**
6.	Manufacturer's Authorization Form (Maf)	**As per Annexure-4**
7.	Undertaking On Authenticity	**As per Annexure-5**

e) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Financial Bid– Format	As per BoQ (.XLS) format available on e-Procurement portal

f) The bidder should ensure that all the required documents, as mentioned in this bidding 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 submitted by the bidder.

5) Cost & Language of Bidding

a) 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.

b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

6) Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

7) Bid Security

The bidders have to submit the signed bid security declaration in lieu of EMD, on bidder's letter head as per format given at annexure-9.

8) Deadline for the submission of Bids

a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the RFP.

b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original RFP and shall also be placed on Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

9) Withdrawal, Substitution, and Modification of Bids

a) If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement website.

b) Bids withdrawn shall not be opened and processed further.

10) Opening of Bids

a) The Bids shall be opened by the bid opening committee on the date and time mentioned in the RFP in the presence of the bidders or their authorized representatives who choose to be present.

b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.

c) The 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, if any, brought by the representatives shall be attached to the list.

d) The committee shall conduct a preliminary scrutiny of the opened Bids to assess the prima-facie responsiveness and ensure that the: -

- bid is accompanied by bidding document fee, bid security;
- bid is valid for the period, specified in the bidding document;
- other conditions, as specified in the bidding documents are fulfilled;
- any other information which the committee may consider appropriate.

e) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required bid security.

f) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

11) Selection Method:

a) The selection method is Least Cost Based Selection (LCBS or L1). L-1 shall be calculated on total price of the financial bid.

12) Clarification of Bids

a) To assist in the examination, evaluation, comparison and qualification of the Bids, the evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e- Procurement portal.

b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.

c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.

d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

13) Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

a. The evaluation committee shall determine the responsiveness of a bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.

b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -

- "deviation" is a departure from the requirements specified in the bidding document;
- "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

c. A material deviation, reservation, or omission is one that,

- if accepted, shall: -
    - affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
    - limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
- if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.

d. The evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.

e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

b) Non-material Non-conformities in Bids

a. The evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
b. The evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, VAT/ CST clearance certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
c. The evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

14) Evaluation of Financial Bids

Subject to the provisions of "Acceptance of Successful Bid and Award of Contract" below, the procuring entity shall take following actions for evaluation of financial Bids: -

a) The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.
b) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
c) conditional Bids are liable to be rejected;

15) Correction of Arithmetic Errors in Financial Bids

The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
b) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause a) above.

16) Price/ purchase preference in evaluation

Price and/ or purchase preference notified by the Government of India shall be considered in the evaluation of Bids and award of contract.

17) Exclusion of Bids/ Disqualification

a) A procuring entity shall exclude/ disqualify a Bid, if: -

- the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
- the information submitted, concerning the qualifications of the bidder, was materially inaccurate
- or incomplete; and
- the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
- the Bid materially departs from the requirements specified in the bidding document or it contains false information;
- the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
- a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.

b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.

c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -

- communicated to the concerned bidder in writing;
- published on the Public Procurement Portal, if applicable.

18) Acceptance of the successful Bid and award of contract

a) The procuring entity after considering the recommendations of the evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid.

b) Decision on Bids shall be taken within original or extended validity period of Bids.

c) The contract will be awarded only after the procuring entity is satisfied that the price of successful Bid is reasonable and consistent with the required quality.

d) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.

e) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.

f) As soon as a Bid is accepted by the competent authority, its written intimation (LoI) shall be sent to the concerned bidder by registered post or email and asked to deposit the amount of performance security within a period specified in the bidding documents and execute an agreement in the format given in the bidding documents on a non-judicial stamp paper of requisite value.

g) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LoI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LoI shall constitute a binding contract.

h) The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

Information of award of contract shall be published on the respective website(s) as specified in RFP.

19) Procuring entity's right to accept or reject any or all Bids

The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

20) Performance Security

a) Prior to execution of agreement, Performance security equal to **3%** of finalized bid shall be solicited from all successful bidders.

b) Performance security shall be furnished within 15 days in any one of the following form: -

- Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;

c) Performance security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations (2 years) of the bidder, including warranty obligations and maintenance and defect liability period.

d) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases: -

- When any terms and condition of the contract is breached.
- When the bidder fails to make complete supply satisfactorily.
- if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

e)Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.

f) No interest shall be payable on the PSD.

21) Execution of agreement

a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.

b) The successful bidder shall sign the procurement contract within 7 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.

c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall act against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest bidder to the next lowest, in accordance with the criteria and procedures set out in the bidding document.

d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in India only.

22) Cancellation of procurement process

a. If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.

b. A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -

- at any time prior to the acceptance of the successful Bid; or
- after the successful Bid is accepted in accordance with (d) and (e) below.

c. The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.

d. The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.

e. If the bidder who's Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.

f. If a bidder is convicted of any offence under the Act, the procuring entity may: -

- cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;

23)Code of Integrity for Bidders

a. No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the Central Government.

b. The code of integrity includes provisions for: -

- Prohibiting
  - any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
  - any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
  - any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
  - improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
  - any financial or business transactions between the bidder and any officer or employee of the procuring entity;
  - 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;
  - any obstruction of any investigation or audit of a procurement process;
- disclosure of conflict of interest;
- disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.

c. Without prejudice to the provisions below, 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 measures including: -

- exclusion of the bidder from the procurement process;
- forfeiture or encashment of any other security or bond relating to the procurement;
- recovery of payments made by the procuring entity along with interest thereon at bank rate;
- cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

24) Interference with Procurement Process

A bidder, who: -

a) withdraws from the procurement process after opening of financial bids;

b) withdraws from the procurement process after being declared the successful bidder;

c) fails to enter into procurement contract after being declared the successful bidder;

d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract,

be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

25) Debarment from Bidding

a. A bidder shall be debarred by the Central Government if he has been convicted of an offence

- Under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
- Under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

b. A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.

c. If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.

d. Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.

e. The Central Government or a procuring entity, as the case may be, shall, before debarring a bidder under this section, be given a reasonable opportunity of being heard.

26) Monitoring of Contract

a) An officer may be nominated by procuring entity to monitor the progress of the contract during its currency.

b) During the delivery and maintenance period the officer shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.

c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.

d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing

to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract.

f) The selected bidder shall not assign or sub-let his or her contract or any substantial part thereof to any other agency.

6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

Bidders should read these conditions carefully and comply strictly while sending their bids.

Definitions

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.

c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

d) "Day" means a calendar day.

e) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.

f) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.

g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.

h) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.

i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.

j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.

k) "Supplier/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is

named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.

l) "The Site," where applicable, means the designated project place(s) named in the bidding document.

Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

1) Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

2) Interpretation

a) If the context so requires it, singular means plural and vice versa.

b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected bidder and supersedes all communications, and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3) Language

a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract,

this translation shall govern.

b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

4) Joint Venture, Consortium or Association

Not allowed.

5) Eligible Goods and Related Services

a) For purposes of this Clause, the term "goods" includes software licenses and services includes services such as supply, installation, integration, testing, commissioning, training, and maintenance.

b) Bidder must quote products in accordance with above clause "Eligible goods and related services".

6) Notices

a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch and receipt.

b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

7) Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Government of India, unless otherwise specified in the contract.

8) Scope of Supply

a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.

b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.

9) Delivery & Installation

a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.

b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.

c) The Supplier/ Selected Bidder shall arrange to supply, install and commission the ordered materials/

system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the PO/ WO.

d) Shifting the place of Installation: The user will be free to shift the place of installation within the same city /town/ district/ division.

10) Supplier's/ Selected Bidder's Responsibilities

a) The Supplier/ Selected Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.

11) Purchaser's Responsibilities

a) Whenever the supply of goods and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.

b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

12) Contract Price

a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

b) Prices charged by the Supplier/ Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

13) Recoveries from Supplier/ Selected Bidder

a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.

b) The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with ORGI.

c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

14) Taxes & Duties

a) The TDS etc., if applicable, shall be deducted at source/ paid by ORGI as per prevailing rates.

b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.

c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for

all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

15) Confidential Information

a) The Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the purchaser hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the purchaser hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

b) The Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

c) The provisions of this clause shall survive even after completion or termination, for whatever reason, of the Contract.

16) Specifications and Standards

a) All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conform to the specifications shall be final and binding on the supplier/ selected bidder.

b) Technical Specifications and Drawings

- The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
- The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance

with the general conditions of the contract.

d) The supplier/ selected bidder must certify that all the goods are new, unused, and of the agreed make and models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

e) The supplier/ selected bidder should further warrant that the Goods shall be free from defects arising from any act or omission of the supplier/ selected bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.

17) Extension in Delivery Period and Liquidated Damages (LD)

a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".

b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.

c) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/ selected bidder.

   i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.

   ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.

   iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:

      - When delay has occurred due to delay in supply of drawings, designs, plans etc. if the ORGI was required to supply them to the supplier of goods or service provider as per

terms of the contract.

- When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the ORGI as per terms of the contract.

iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.

v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.

vi. If ORGI needs the good and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.

d) In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or service which the supplier/ selected bidder has supply/ install/ complete late, at the rate of 1% per week or part there of beyond the specified period. The maximum amount of liquidated damages shall be 10% of the contract value.

e) If the bidder fails to supply the goods as per the contract and delay the supply for more than two weeks, ORGI reserves the right to review the contract, i.e. cancellation and/or imposition of penalty specified under 17. d)

18) Authenticity of Equipment

a) The selected bidder shall certify (as per Annexure-5) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.

b) If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or

otherwise.

19) Warranty & Support

a) The bidder must supply all items with comprehensive OEM warranty & support valid for two years post installation.

b) The purchaser shall give a written notice to the selected bidder stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the selected bidder to inspect such defects. Upon receipt of such notice, the selected bidder shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM, at no cost to the Purchaser. Any goods repaired or replaced by the selected bidder shall be delivered at the respective location without any additional costs to the purchaser.

c) If having been notified, the selected bidder fails to remedy the defect not more than 24 hours, the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document.

d) During the warranty period, the bidder shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods.

e) The warranty on supplied software, should be covered for the currency of the entire contract.

20) Patent Indemnity

a) The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -

- the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and
- the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.

b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense conduct such proceedings or claim.

21) Limitation of Liability

Except in cases of gross negligence or willful misconduct: -

a) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount equal to the value of Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

22) Force Majeure

a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the ORGI in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by ORGI, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.

d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.

e) In case a Force Majeure situation occurs with the user department or ORGI, the user department or ORGI may take the case with the supplier/ selected bidder on similar lines.

23) Termination

a) Termination for Default

i. The ORGI may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -

- If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by ORGI; or
- If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or

- If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- If the supplier/ selected bidder commits breach of any condition of the contract.

ii. If ORGI terminates the contract in whole or in part, amount of PSD may be forfeited.

b) Termination for Insolvency

ORGI may at any time terminate the Contract by giving a written notice of at least 30 days to the supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to ORGI.

24) Settlement of Disputes

a) **General**: If any dispute arises between the supplier/ selected bidder and ORGI during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/ selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder.

b) **Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between ORGI and the Contractor, which has not been settled amicably, any party can refer the dispute for Arbitration under the Arbitration and Conciliation Act, 1996. The competent authority to appoint the arbitrator shall be RG & CCI.

i. The Arbitration proceedings shall be held in New Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

ii. The decision of the arbitrator(s) shall be final and binding upon both parties. The expenses of the arbitrator(s) as determined by the arbitrator(s) shall be shared equally by ORGI and the Contractor. However, the expenses incurred by each party in connection with the preparation & the presentation of their cases shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

c) **Legal Jurisdiction:** All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction in New Delhi, by no other court, after decision of the standing committee for settlement of disputes.

7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1) Payment Terms and Schedule

a) Payment schedule - Payments to the successful/selected bidder shall be made after successful completion of the target milestones (including specified project deliverables), as specified in payment schedule 4.2 of this RFP document

b) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.

c) Due payments shall be made promptly by the purchaser, after submission of an invoice or request for payment by the supplier/ selected bidder.

d) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.

e) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.

f) Payment in case of those goods/services which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

g) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.

h) Taxes, as applicable, will be deducted/ paid, as per the prevalent rules and regulations.

Sandhya Singh

(Sandhya Singh)
Deputy Registrar General
Office of the Registrar General, India
M/o Home Affairs
West Block-1, R.K. Puram
New Delhi-110066

Place: New Delhi

ANNEXURE-1: BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}

To,

{Procuring entity},

_____,

_____,

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with RFP reference No. _____ dated_____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: - Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

ANNEXURE-2: SELF-DECLARATION {to be filled by the bidder}

To,

{Procuring entity},

_____,

In response to the RFP Ref. No._____dated_____for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. of_____, I/ We hereby declare that presently our Company/ firm_____, 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 Central Government or any 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 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 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 the applicable Act and Rules thereto prescribed by GoI, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -
Authorized Signatory: -
Seal of the Organization: -
Date:

Place:

ANNEXURE-3: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by the bidder}

To,

{Procuring Entity},

_____,

CERTIFICATE

This is to certify that, the specifications of Software which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,

Name of the Bidder: -
Authorized Signatory: -
Seal of the Organization: -
Date:_____
Place: _____

ANNEXURE-4: MANUFACTURER'S AUTHORIZATION FORM (MAF) {to be filled by the BIDDERs}

To,

{Procuring Entity},

_____,

Subject: Issue of the Manufacturer's Authorization Form (MAF)

Reference: RFP/ RFP Ref. No. _____ dated _____

Sir,

We {name and address of the OEM} who are established and reputed original equipment manufacturers (OEM) having factories at {addresses of manufacturing location} do hereby authorize {M/s _____BIDDER_____} who is our {Distributor/ Channel Partner/ Retailer/ Others

<please specify>} to bid, negotiate and conclude the contract with you against the aforementioned reference for the following Hardware/ Software manufactured by us: -

{BIDDER will mention the details of all the proposed product(s) with their make/ model.}

We undertake to provide OEM Warranty for the offered Hardware/ Software, as mentioned above, for two Years i.e. during the subscription period

Yours faithfully,

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

(Authorized Signatory)

Name, Designation & Contact No.:

Address: _____

Seal:

ANNEXURE-5: UNDERTAKING ON AUTHENTICITY OF COMPUTER EQUIPMENTS

To,

{Procuring Entity},

_____,

Reference: RFP No.:_____Dated:_____

This has reference to the items being supplied/quoted to you vide bid ref. no._____dated _____.

We hereby undertake that all the software supplied and that no refurbished software is being used or shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized source for use in India.

In case, we are found not complying with above, we agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our Bid Security/ SD/ PSD for this bid or debar/ black list us or take suitable action against us.

Authorized Signatory

Name:

Designation:

ANNEXURE-6: FINANCIAL BID FORMAT

{to be submitted by the bidder only in **BoQ** format (.XLS) available at e-Procurement portal}

No.	Item Description	Quantity	Price in figures (INR)	GST %	Total Amount in figures (INR) inclusive of all taxes
	1	**2**	**3**	**4**	**5**
1.	• Supply of Licenses on subscription basis for two year for analytical and Listening Tool * • Training to end users on the tool • Two Year Support Services for analytical and Listening Tool	**1**			

* (As per scope of work at para 4.1)

ANNEXURE-7: BANK GUARANTEE FORMAT {to be submitted by the bidder's bank}

BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

(To be stamped in accordance with Stamp at and on a Stamp Paper purchased from India only and to be issued by a Nationalized/ Scheduled bank having its branch in India)

To,

The PAO (Census),

New Delhi.

In consideration of the Office of the Registrar General of India (hereinafter called "ORGI") having agreed to exempt M/s .....(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No.....dated made between the ORGI

through …… and .....(Contractor) for the work (hereinafter called "the

said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. ..... (rupees

.....only), we .....(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of ..... Contractor(s) do hereby undertake to pay to the ORGI an amount

not exceeding Rs.....(Rupees..... only) on demand.

1. We..... (Indicate the name of Bank), do hereby undertake to pay Rs.....

(Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the ORGI. Any such demand made on the bank by the ORGI shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the ORGI and We (Indicate the name of Bank), bound

ourselves with all directions given by ORGI regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees. ..... only).

2. We.....(indicate the name of Bank), undertake to pay to the ORGI any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.

3. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of ORGI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the ORGI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

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

5. The liability of us.....(indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

6. We ..... (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the ORGI in writing.

7. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the ORGI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees. .....only).

8. It shall not be necessary for the ORGI to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the ORGI may have obtained or obtain from the contractor.

9. We ..... (indicate the name of Bank) verify that we have a branch….. We undertake that this Bank Guarantee shall be payable at any of its branch at……. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.

10. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the

memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Dated.....day of..... For and on behalf of the <Bank> (indicate the Bank)

Signature

(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the

ORGI For and on behalf of the ORGI

Signature

(Name & Designation)

ANNEXURE-8: DRAFT AGREEMENT FORMAT

{to be mutually signed by selected bidder and procuring entity}

This Contract is made and entered into on this_____day of_____, 2021 by and between Office of the Registrar General of India (ORGI), having its head office at West Block 1, Sector-1, RK Puram, New Delhi, Delhi -110066 (herein after referred to as Purchaser/ ORGI) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And M/s_____, a company registered under the Indian Companies Act, 1956 with its registered office at _____(herein after referred as the "Successful Bidder/ Supplier") which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas, purchaser is desirous of appointing an agency for <project title>as per the Scope of Work and Terms and Conditions as set forth in the RFP document dated___of <RFP No___> at the cost of Rs ……..and PBG……..of Rs …….

And whereas M/s_____represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing the required services against said RFP and RFP document issued in this regard, in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Purchaser from time to time.

And whereas purchaser has accepted the bid of supplier and has placed the Work Order vide Letter No. _____dated_____, on which supplier has given their acceptance vide their Letter No._ _____dated_____.

And whereas the supplier has deposited a sum of Rs._____/- (Rupees_____) in the form of _____ ref no._____dated_____of_____Bank Guarantee and valid up to_____as security deposit for the due performance of the contract.

Now it is hereby agreed to by and between both the parties as under: - the RFP Ref. No._dated__and RFP document dated _ issued by ORGI along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.

In consideration of the payment to be made by ORGI to supplier at the rates set forth in the work order no. _____dated_____will duly supply the said articles set forth in "ANEXXURE – 6 BoQ" thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.

The ORGI do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the ORGI will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.

The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be affected from the date of work order i.e._____and completed by supplier within the period as specified in the RFP document.

Note:

Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.

The maximum amount of agreed liquidated damages shall be 10%.

If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of supplier.

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof, the parties have caused this contract to be executed by their Authorized Signatories on this_____day of_____, 2021.

Signed By:	Signed By:
( ) Designation: Company:	()

In the presence of:	*In the presence of:*
( ) Designati on: Company:	() Designation:
( ) Designati on: Company	() Designation:

Annexure-9 Format of bid security declaration from bidders in lieu of EMD (On Bidders Letter head)

I/we, the authorized signatory of M/s ……, participating in the subject tender No. ……. for the item / job of …….., do hereby declare :

(i) That I / We have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.

(ii) That in the event we withdraw / modify our bid during the period of validity or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/We will be suspended from being eligible for bidding/award of all future contract(s) of Mangalore Refinery and Petrochemicals Limited for a period of one year from the date of committing such breach.

Signature and Seal of Authorized Signatory of bidder

Name of Authorized Signatory ……

Company Name…….

Validate Print Help

Item Rate BoQ

Tender Inviting Authority: Deputy Registrar General(Media)

Name of Work: Procurement of Enterprise License of analytical and Listening Tool on subscription basis

Contract No: 10/22/2019-Census(Media)

Name of the Bidder/ Bidding Firm / Company :	

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Price in figure To be entered by the Bidder in Rs. P	GST %	TOTAL AMOUNT (without tax) in Rs. P	TOTAL AMOUNT (inclusive of all taxes) in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	7	15	8	9	10
1	**Procurement of Enterprise License of analytical and Listening Tool on subscription basis**								
1.01	Supply of Licenses on subscription basis for two year for analytical and Listening Tool with Training to end users on the tool with two Year Support Services for analytical and Listening Tool	item1	1	Nos			0.00	0.00	INR Zero Only
Total in Figures							0.00	0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only							