

Request for Proposal (RFP)

**SUPPLY, COMMISSIONING AND MAINTENANCE OF BIOMETRIC
DEVICES FOR UID ENROLLMENT AT DIFFERENT LOCATIONS
THROUGHOUT THE STATE OF HARYANA**

Issued by

The Haryana State UID Registrar

Issued On 10/12/2014

Disclaimer

The information contained in this Request for Proposal (“RFP”) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of Department of Revenue & Disaster Management, Govt. of Haryana cum State UID Registrar, Haryana (“**State UID Registrar, Haryana**”), is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by State UID Registrar, Haryana to any parties other than the applicants who are qualified to submit the bids (“**Bidders**”). The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not, and does not purport to contain all the information that a Bidder may require. State UID Registrar, Haryana reserves the right of discretion to change, modify, add to or alters any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Any information contained in this document will be superseded by any later written information on the same subject made available to all recipients by State UID Registrar, Haryana.

State UID Registrar, Haryana reserves the right to reject any or all the expression of interest / proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of State UID Registrar, Haryana shall be final, conclusive and binding on all the parties.

Table of Contents

TABLE OF CONTENTS	3
SECTION 1: TENDER NOTICE	6
SECTION 2: ABBREVIATIONS AND DEFINITIONS	8
SECTION 3: INTRODUCTION	10
SECTION 4: ELIGIBILITY CRITERIA	11
SECTION 5: INSTRUCTIONS TO BIDDERS	14
5.1. DUE DILIGENCE	14
5.2. PROCESSING FEE FOR RFP / BID DOCUMENT	14
5.3. EARNEST MONEY DEPOSIT	14
5.4. PERFORMANCE BANK GUARANTEE	15
5.5. LANGUAGE OF BID	15
5.6. BID CURRENCIES	15
5.7. CONSORTIUM	16
5.8. QUERIES/CLARIFICATION ON THE RFP	16
5.9. AMENDMENT OF BID / RFP DOCUMENT	16
5.10. SEALING AND MARKING OF BIDS	17
5.11. COMMERCIAL BID	18
5.12. CORRECTION OF ERRORS	18
5.13. FORMAT AND SIGNING OF BID	18
5.14. REJECTION OF BID	19
5.15. DISQUALIFICATION	19
5.16. CONFLICT OF INTEREST	19
5.17. CONFIDENTIALITY	19
5.18. EXTENSION OF LAST DATE FOR SUBMISSION	20
5.19. LATE BIDS	20
5.20. MODIFICATION AND WITHDRAWAL OF BIDS	20
5.21. DUTIES, TAXES AND STATUTORY LEVIES	20
5.22. DEDUCTIONS	21
5.23. RIGHT TO ACCEPT/ REJECT THE BID	21
SECTION 6: BID EVALUATION PROCESS	22
6.1. OPENING OF BIDS	22
6.2. EVALUATION OF QUALIFICATION BIDS	22
6.3. EVALUATION OF COMMERCIAL BIDS	22
6.4. WAIVERS	23
SECTION 7: AWARD OF CONTRACT	24

7.1. NOTIFICATION TO BIDDER	24
7.2. DISCHARGE OF BID SECURITY	24
7.3. SIGNING OF CONTRACT	24
7.4. VALIDITY OF CONTRACT	24
7.5. EXPENSES FOR THE CONTRACT	25
7.6. FAILURE TO ABIDE BY THE TERMS OF CONTRACT	25
SECTION 8: SCOPE OF WORK	26
8.1. SUPPLY, INSTALLATION AND COMMISSIONING OF BIOMETRIC DEVICES	26
8.1.1. DELIVERY	26
8.1.2. POST DELIVERY INSPECTION AND ACCEPTANCE SIGN-OFF	26
8.2. TRANSPORTATION	27
8.3. PACKING	27
8.4. INVOICING	27
8.5. WARRANTY	27
8.6. REPORTING OF ISSUES	28
SECTION 9: SERVICE LEVEL AGREEMENT	29
9.1. DEFINITIONS	29
9.2. WARRANTY OBLIGATIONS	29
SECTION 10: PAYMENT SCHEDULE	31
10.1. PAYMENT TERMS	31
10.2. ADDITIONAL COSTS	32
10.3. INVOICING AND SETTLEMENT	32
10.4. PRICES AND TAX	33
10.5. TAX	34
SECTION 11: MINIMUM TECHNICAL SPECIFICATION OF PRODUCTS	35
11.1. IRIS SCANNER	35
11.2. FINGERPRINT SCANNER	36
SECTION 12: FORMAT TO RESPOND TO RFP	37
12.1. QUALIFICATION BID	37
12.2. COMMERCIAL BID	39
SECTION 13: ANNEXURES	41
13.1. BIDDING DOCUMENT ACKNOWLEDGEMENT FORM	41
13.2. SELF-DECLARATION ON NOT BEING BLACKLISTED	42
13.3. STATUTORY UNDERTAKING	43
13.4. COMPLIANCE	44
13.5. CERTIFICATE OF DEALERSHIP/AUTHORIZATION LETTER	48
13.6. AUTHORIZED UNDERTAKING FROM THE BIDDER	50
13.7. REQUEST FOR CLARIFICATION	51
13.8. FORMAT FOR PERFORMANCE BANK GUARANTEE	52
13.9. LIST OF LOCATIONS FOR SETTING-UP PECs IN THE STATE	56

13.10. POST-DELIVERY INSPECTION REPORT AND ACCEPTANCE SIGN-OFF	64
13.11. DRAFT CONTRACT	66
GENERAL CONDITIONS OF CONTRACT	68
SPECIAL CONDITIONS OF CONTRACT	91
APPENDIX A	94
APPENDIX B	96
APPENDIX C	98
APPENDIX D	106

Section 1: Tender Notice

Request for Proposal for Supply, Commissioning and Maintenance of Biometric Devices for UID Enrollment at different locations throughout the State of Haryana		
1.	Tender Inviting Authority Designation and Address	Haryana State Electronics Development Corporation Limited on behalf of State UID Registrar, Haryana SCO – 109 - 110, Sector – 17 B, Chandigarh
2.	a) Name of the Work	Supply, Commissioning and Maintenance of Biometric Devices for UID Enrollment at different locations throughout the State of Haryana
	b) Tender reference	Hartron/RFP/ESG/UID/2014/01 Dt. 10/12/2014
	c) Place of Execution	Throughout the State of Haryana as per Section – 13.9
3.	a) Tender document availability	Tender document available at http://www.hartron.org & http://www.uidai.gov.in/ website
	b) Processing Fee for Tender	INR 11,236/- (Rupees Eleven Thousand Two Hundred Thirty Six only) in the form of a Demand Draft in favor of HARTRON payable at Chandigarh, from a Scheduled Bank
4.	Publication of RFP	10/12/2014
5.	Last date for receiving queries/clarifications through emails	16/12/2014
6.	Email address for communication for any queries/clarifications	md@hartron.org
7.	Response to vendor queries/Release of corrigendum (if required)	19/12/2014

8.	Earnest Money Deposit (EMD)	INR 3,00,000/- (Rupees Three Lakhs only) in the form of a Demand Draft in favor of HARTRON payable at Chandigarh, from a Scheduled Bank
9.	Last date for submission, Time and Place of submission of Tender	29/12/2014 at 12 noon at Hartron, SCO – 109 - 110, Sector – 17 B, Chandigarh
10.	Date, Time and Place of Opening of Qualification Bids	29/12/2014 at 12:30 pm at Hartron, SCO – 109 - 110, Sector – 17 B, Chandigarh
11.	Date, Time and Place of Opening of Commercial Bids	To be intimated later on
<p>1. Eligibility Criteria: Please refer to the Section 4 of the RFP.</p> <p>2. Two Bid System i.e. Stage-1 Qualification Bid; Stage-2 Commercial Bid. Refer Section 5 of the RFP for details.</p> <p>3. Tenders received after due date and time will be summarily rejected.</p> <p>4. Any Bid not conforming to the format will be summarily rejected.</p>		

Section 2: Abbreviations and Definitions

1.	EMD	Earnest Money Deposit
2.	INR	Indian Rupee
3.	RFP	Request for Proposal
4.	OEM	Original Equipment Manufacturer
5.	SLA	Service Level Agreement
6.	TCV	Total Contract Value

1.	Bidder	An individual/company that quotes a particular price, while competing with others, for providing services with respect to specific requirements in this RFP.
2.	Successful Bidder	The Bidder who is fully responsible towards Purchaser for providing Services as per the requirements and terms and conditions specified in the Contract. The term Bidder shall be deemed to include the Bidder's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
3.	Week	Designated timeframe consisting of five days excluding any Public Holiday (as declared by Government of Haryana), Saturday and Sunday.
4.	Day	Any day which is not a Saturday or Sunday or a public holiday (as declared by Government of Haryana).
5.	Acceptance	This means acceptance of the deployed Biometric Devices post its delivery and commissioning at the identified field locations after performance of post-delivery inspection and testing and all necessary clearances by the State UID Registrar, Haryana or any of its designated officials / agencies.

6.	Total Contract Value	Value finally agreed between the Department and the successful Bidder for the delivery of goods and services mentioned in the RFP; which will be the maximum value payable to the successful Bidder on this Contract; taxes and duties being paid to the Bidder on actual basis).
7.	Biometric Device	Signifies both the Iris and Flatbed Slap Fingerprint Scanner.

Section 3: Introduction

Government of India has set up Unique Identification Authority of India (UIDAI) with the mandate to issue Unique Identification Numbers (UID) to all residents of India (UID Project). In order to implement the UID project in the State of Haryana, the Government of India has entered into a MoU with UIDAI.

The Government of Haryana has set up State Level UID Implementation Committee to oversee the implementation of the UID project in the state. Registrars are Department or Agencies of the State Government, who, in normal course of implementation of some of their programs or activities interact with the Residents and are authorized by the State Governments to enroll residents into the UID system. Government of Haryana has notified Department of Revenue & Disaster Management as its State Registrar and Department of Electronics & Information Technology as its Nodal Department.

At the moment around 78.7% of the total State's population has been issued/enrolled for Aadhaar and efforts are being made to raise the figure to complete 100% in near future. Present structure involves shifting of enrollment camps regularly as a result of which, many a times, residents are not aware of the location of currently active camp. State UID Registrar, Haryana aims to develop its own resources to setup permanent enrollment centers at various locations i.e. District Headquarters, Sub-Divisions/Tehsil Headquarters & Sub-Tehsil level or e-Disha centres in Haryana.

Hartron on behalf of State UID Registrar, Haryana intends to procure **Biometric Devices** which will be commissioned at various locations across the state for Aadhaar enrollments of residents under the UIDAI Project.

Section 4: Eligibility Criteria

This Invitation to Bid is open to all entities **meeting or exceeding all of the following minimum Qualification criteria. Any Bidder not meeting even one of the qualification criteria as mentioned below shall be summarily rejected.**

The Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in the RFP Document. The Bidder must also possess the administrative capability, technical know-how and the financial wherewithal that would be required to successfully undertake the Project for the entire period of the Contract. The Bids must be complete in all respects and should cover the entire Scope of Work as stipulated in the RFP.

S. No.	Clause	Documents Required
1.	Processing fee for Tender Document should have been submitted.	Demand Draft of INR 11,236/- (Rupees Eleven Thousand Two Hundred Thirty Six Only) from a Scheduled Bank in the name of Hartron payable at Chandigarh.
2.	EMD should have been submitted.	Demand Draft of INR 3,00,000/- (Rupees Three Lakhs Only) from a Scheduled Bank in the name of Hartron payable at Chandigarh.
3.	<ul style="list-style-type: none">The Bidder should be registered under the Companies Act, 1956,Bidder should have registered offices in India and should be in existence in India for at least the last 5 years, as on date of submission of bid.The Bidder should have been operational for a period of at least 5	Copy of Certificate of Incorporation self-certified by the Authorized Signatory of the company.

S. No.	Clause	Documents Required
4.	The Signatory signing the Bid on behalf of the Bidder should be duly authorized by the Board of Directors of the Bidding Company to sign the Bid on their behalf.	A Certificate from the Company Secretary of the Bidder certifying that the Bid signatory is authorized by the Board of Directors of the Company to do so, with acceptance of board resolution, resolution number and date.
5.	The Bidder must have a minimum turnover of at least Rupees 10 Crores in each of the last three audited financial years (FY 11-12, FY 12-13, FY 13-14).	<ul style="list-style-type: none"> • Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years FY 11-12, FY 12-13 and FY 13-14. • Certificate duly signed by Statutory Auditor of the Bidder for total turnover in each of the 3 given years.
6.	The Bidder should have positive net worth (measured as paid-up capital plus free reserves) and should be a profit making company for each of the last three audited financial years (FY 11-12, FY 12-13, FY 13-14)	<ul style="list-style-type: none"> • Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years FY 11-12, FY 12-13 and FY 13-14. • Certificate duly signed by Statutory Auditor of the Bidder confirming the net-worth and profit after Tax for each of the specified years.
7.	The Bidder should be in the business of supplying, installing, and maintaining of Biometric Devices in India for last five years as on date of submission of bid.	Copies of work orders and contracts specifying the same.
8.	Should not have been black listed by any Government or quasi-Government entity in India (Centre / State / Local Bodies, UIDAI, NIC, STQC etc.) for breach of any applicable law or violation of regulatory prescriptions or breach of agreement as on date of submission of Bid.	A self-certified letter as per the Format 13.2
9.	Bidder should be Biometric Device manufacturer/authorized dealer of the manufacturer.	Certificate of dealership/authorization letter as per the Format 13.5

S. No.	Clause	Documents Required
10.	The Bidder must have successfully executed one order of supplying, commissioning and maintaining Biometric Devices of minimum value of INR 2 crore (Rupees Two Crore) in India in last 5 years as on the date of submission of Bid.	A certified letter from the concerned Client confirming the total amount, date of engagement and successful completion of order.
11.	In case Bidder is not an OEM then an authorized undertaking will be required from the OEM stating that OEM will discharge all responsibilities under warranty for the period indicated in the contract, in case the Bidder fails to do the same for any reason.	Authorized undertaking from the OEM as per the Format 13.6
12.	The Bidder should have all necessary licenses, permissions, consents, NOCs, approvals as required under law for carrying out its business. The Bidder should have currently valid Sales tax/Service Tax Registration Certificate and PAN No.	Copies of Sales Tax, Service Tax Certificate & PAN No.
13.	The Biometric Devices proposed should meet the minimum specifications of indicated in the RFP.	A self-certified document indicating compliance to minimum specifications as per the Format 13.4

Any Bid failing to meet the above stated Qualification criteria shall be summarily rejected and will not be considered for Financial Evaluation.

Section 5: Instructions to Bidders

5.1. Due Diligence

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a bid not responsive to this RFP in every respect will be at the Bidder's risk and may result in rejection of the bid.

5.2. Processing Fee for RFP / Bid document

- 1) All bidders are required to pay INR 11,236/- (Rupees Eleven Thousands Two Hundred Thirty Six Only) towards the processing fee for bid document in the form of Demand Draft drawn on a Scheduled Bank in favor of **Hartron** payable at Chandigarh.
- 2) Bid document fee is non-refundable.
- 3) Bid document fee must accompany the Qualification bid.
- 4) **Bid Document Processing Fee must be submitted in a separate envelope and not combined with any other bid document.**

5.3. Earnest Money Deposit

- 1) An EMD of INR 3,00,000/- (Rupees Three Lakhs only), only in the form of DD drawn on a Scheduled Bank in favor of **Hartron** payable at Chandigarh, must be submitted along with the Bid.
- 2) Bid not accompanied by EMD shall be rejected as non-responsive.
- 3) No interest shall be payable for the sum deposited as earnest money deposit.
- 4) No Performance Bank Guarantee will be accepted in lieu of the earnest money deposit.
- 5) The EMD of the unsuccessful bidders would be returned back within 90 days of signing of the contract with the selected bidder.
- 6) **The EMD must be submitted in a separate envelope and not combined with any other bid**

document.

7) The EMD may be forfeited:

- If the Bid is withdrawn after submission of the bid but before award of the contract to the successful Bidder during the validity period or any extension agreed by the Bidder thereof.
- If after submission, the Bid is varied or modified in a manner not acceptable to Hartron.
- If the Bidder tries to influence the evaluation process.
- If the Bidder with the lowest financial quote (L1) withdraws his Bid during negotiations (Failure to arrive at consensus by both the parties shall not be construed as withdrawal of the bid by the bidder).

5.4. Performance Bank Guarantee

The selected Bidder shall be required to furnish a Performance Bank Guarantee from a Scheduled Bank in India in favor of Department of Revenue & Disaster Management cum State UID Registrar, Haryana equivalent to 10% of the total contract value rounded off to the nearest thousand Indian Rupees. It should be in the form of an unconditional, irrevocable and continuing Bank Guarantee as per the Format 13.8 and would remain valid until 42 months after the signing of contract. The Performance Bank Guarantee must be submitted within 15 (fifteen) days of receiving the Letter of Intent from Hartron/State UID Registrar, Haryana.

Performance Bank Guarantee would be returned only after due date post the Contract term and only after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the contract. On submission of this performance guarantee and after signing of the contract, demand draft submitted towards EMD would be returned in original.

5.5. Language of Bid

The bid prepared by Bidders, as well as all correspondence and documents relating to the bid exchanged by the Bidders and Hartron/Department shall be in English.

5.6. Bid Currencies

Prices shall be quoted in Indian Rupee (INR). All payments / deposits / fees in respect of this

tender also shall be in Indian Rupee only.

5.7. Consortium

The Bids submitted by consortium of companies/firms will be rejected.

5.8. Queries/Clarification on the RFP

Prospective Bidders requiring any clarification related to this RFP may contact Hartron **through emails only** at **md@hartron.org** no later than 16/12/2014, in the Format 13.7. No queries on this RFP will be entertained through any other communication channel such as postal/registered letters/verbal communications in person or on phone.

Hartron may, if it deems necessary, hold a pre-bid meeting to interact with prospective bidders. In that case, intimation on the same will be published on Hartron website (www.hartron.org). **All the prospective Bidders who have intimated the Hartron will be sent communication through email.**

Hartron will endeavor to provide a complete, accurate, and timely response to all queries/clarifications to all the Bidders. Responses by Hartron will be emailed to all the Bidders from whom queries have been received or who are in touch with Hartron through above mentioned email ID.

5.9. Amendment of Bid / RFP Document

- 1) At any time before date of submission of Bid, Hartron may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidders, modify the RFP document by issuing amendment(s) or issue additional data to clarify an interpretation of the provisions of this RFP. Such supplements/corrigendum to the RFP issued by Hartron will be emailed to all the prospective Bidders who request the RFP from the Hartron through the above specified email ID. However it is the responsibility of the prospective Bidders to continuously check for corrigendum /amendments/ notices to this RFP on the Hartron website (www.hartron.org) / their respective email IDs till the completion of the bid process.
- 2) Any such supplement / corrigendum / amendment shall be deemed to be incorporated by this reference into this RFP.
- 3) All such addendums / amendments / notices released in the form of corrigendum shall be

binding on all Bidders.

- 4) State UID Registrar, Haryana/Hartron will not be responsible for any misinterpretation of the provisions of this RFP on account of the Bidders of their failure to update the Bid documents based on the addendums/ amendments/ corrigendum published via emails.

5.10. Sealing and Marking of Bids

The bids shall be submitted in four separate envelopes:

- Envelope 1: Bid Processing Fee
- Envelope 2: EMD
- Envelope 3: Qualification Bid
- Envelope 4: Commercial Bid

The Bids (Envelope 3: Qualification Bid & Envelope 4: Commercial Bid) shall be placed in separate sealed envelopes. Qualification Bid envelope should be super scribed as "**Qualification Bid**" and Commercial Bid envelope should be super scribed as "**Commercial Bid-Do Not Open Before The Qualification Bid**". All the 4 envelopes should then be put in a single sealed outer envelope super scribed as "**Bid for Supply of Supply, Commissioning and Maintenance of Biometric Devices. DO NOT OPEN BEFORE 29/12/2014**". The sealed Bid envelope should be personally submitted in the office of Hartron in between 10.00 a.m. and 5.00 p.m. on any working day except any public holiday, Saturdays and Sundays on or before the last date for submission. Receipt for the same will be provided to the personal submitting the Bid.

Bid envelopes shall also indicate the name and address along with phone number of the Bidder to enable the bid to be returned unopened in case it is declared "Late". No indications pertaining to eligibility price or financial or commercial terms are to be made on the envelopes.

Bids shall be addressed to **MD Hartron**. If the outer envelopes are not sealed and marked as specified above, Hartron will assume no responsibility for the bid's misplacement or premature opening.

5.11. Commercial Bid

- 1) The Bidder is expected to price the item and services as required by the RFP including Biometric Devices, onsite warranty, costs of packaging, transportation etc.
- 2) Bidders should necessarily give the financial details as per the Format 12.2.
- 3) All the financial details should be given in the prescribed format only and in accordance to the details / terms and conditions as mentioned in the RFP.
- 4) In case the selected Bidder misses to include the cost of any hardware / software / service which is necessary to meet the requirements of the RFP, he shall be solely responsible for the lapse and would be required to provide such hardware/ software/ services without any additional cost to State UID Registrar, Haryana.
- 5) The Bidders shall quote price in clear terms **inclusive of all the taxes, delivery charges, duties, cess etc.**
- 6) Hartron/Department may seek clarifications from the Bidder on the Technical Proposal. Any of the clarifications by the Bidder on the Technical Proposal should not have any commercial implications.
- 7) Commercial Proposal shall not contain any technical information.
- 8) The Bidder must provide the Commercial Bid in hardcopy (**figures, in numerical and words, are to be filled by hand and duly signed by the Bidder**) only and it should not comprise of any direct/ indirect conditions.

5.12. Correction of Errors

- 1) Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the Commercial Bids are received by Hartron.
- 2) In cases of discrepancy between the prices quoted in words and in figures, the value indicated in words shall be considered.
- 3) The amount stated in the Commercial Bid, adjusted in accordance with the above procedure shall be considered as binding on the Bidder for evaluation.

5.13. Format and Signing of Bid

- 1) The original bid shall be type written and shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. The person/s signing the bid shall initial all

pages of the bid.

- 2) Any interlineations, erasures or overwriting shall be valid only if the person/s signing the bid has authenticated the same with signature.

5.14. Rejection of Bid

- 1) The bid has to be submitted in original in the form of printed document (except for the commercial bid figures which are to be specified by hand and duly signed) with a covering letter on the letter-head of the Bidder. **Bids submitted by telex, fax or email shall not be entertained.**
- 2) Any condition put forth by the Bidders not conforming to the bid requirements, shall NOT be entertained and such bid shall be rejected.

5.15. Disqualification

Hartron/Department may at its sole discretion and at any time during the evaluation of application, disqualify any Bidder, if the Bidder:

- 1) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- 2) Submitted an application that is not accompanied by required documentation or is non-responsive.
- 3) Failed to provide clarifications related thereto, when sought.
- 4) Submitted more than one bid.
- 5) Was declared ineligible/ blacklisted by any Govt. or quasi-Govt. entity in India.

5.16. Conflict of Interest

Neither the successful Bidder nor any Personnel related to it shall engage, either directly or indirectly, during the period of contract, in any business or professional activities which would conflict with the activities assigned to them under or pursuant to this tender.

5.17. Confidentiality

The Bidder and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the State UID Registrar, Haryana or operations without the prior written

consent of the State UID Registrar, Haryana.

5.18. Extension of Last date for Submission

Hartron at its own discretion can extend the period for submission of bids by amending the Bid Documents / RFP. In this case all rights and obligations of Hartron and Bidders shall stand extended. **However no request for extension of time from the Bidders shall be binding upon Hartron.** The decision of Hartron in this behalf will be final, conclusive and binding on the Bidder

5.19. Late Bids

Any bid received by Hartron after the deadline for submission of bids prescribed in the RFP will be summarily rejected and returned unopened to the Bidder. No further correspondence on this subject will be entertained.

5.20. Modification and Withdrawal of Bids

No bid can be modified subsequent to the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by the Bidder. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

5.21. Duties, Taxes and Statutory levies

- 1) The Bidder shall bear all personnel taxes levied or imposed on account of payment received under this Contract.
- 2) The Bidder shall bear all corporate taxes, levied or imposed on the Bidder on account of payments received by it from Hartron/Department for the work done under this Contract.
- 3) Bidder shall bear all taxes and duties etc. levied or imposed on the Bidder under the Contract including but not limited to Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, VAT, Works Contracts Tax and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof up to the date for submission of final price bid, i.e., on account of payments received by him for the work done under the Contract. It shall be the responsibility of the Bidder to submit to the concerned tax authorities the returns

and all other connected documents required for this purpose. The Bidder shall also provide Hartron such information, as it may be required in regard to the Bidder's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The amount of tax withheld by Hartron/Department shall at all times be in accordance with Indian Tax Law and will furnish to the Bidder original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.

- 4) If there is any reduction in taxes / duties due to any reason whatsoever, after Award of Contract, the same shall be passed on to Hartron/Department.
- 5) The Bidder shall be solely responsible for the payment /fulfillment of its tax liabilities and obligations under the Income Tax Act and other such laws in force and Hartron/Department shall not bear responsibility for the same.

5.22. Deductions

All payments to the Bidder shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which Hartron may have paid or incurred, for which under the provisions of the Contract, the Bidder is liable; the same shall be deducted from any dues to the Bidder. Hartron shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

5.23. Right to Accept/ Reject the Bid

Hartron reserves the right to accept or reject any Bid and to annul the RFP process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

Section 6: Bid Evaluation Process

6.1. Opening of Bids

The Tender Evaluation Committee [TEC] will open all the Bids, in the presence of Bidders' representatives who choose to attend the Bid opening at the office of Hartron. Address for correspondence, date & time are specified in Section 1 of the RFP. Bidder's representatives who are present shall sign a register evidencing their attendance. In event of date of Bid opening being declared a holiday for Hartron/Department, Bids shall be opened at the same time and location on the next working day.

6.2. Evaluation of Qualification Bids

- 1) The Qualification Bids of only those Bidders, whose EMD is in order shall be opened. Bids not accompanied with the requisite EMD or whose EMD is not in order shall be summarily rejected.
- 2) Bidders are required to fulfill all the Qualification conditions mentioned in Qualification Criteria of the RFP. TEC will examine the Bids for their completeness and conformity to requirements of the RFP. Decision of TEC in this regard will be final and binding on all the bidders.
- 3) The Commercial Bids of disqualified Bidders will be returned unopened.

6.3. Evaluation of Commercial Bids

- 1) Hartron will select the successful Bidder (L1) through the Bidding Process on the basis of lowest total contract value (TCV). Negotiations will be conducted as per State policy.
- 2) In case L1 is unable to or refuses to sign the Contract, L2/L3/L4 Bidders and so on will be invited in the order of priority on condition if anyone is willing to match the rates quoted by L1 bidder.
- 3) All the Prices, terms, warranties, and benefits provided in this contract should be comparable to or better than the terms presently being offered by Bidder to any other entity purchasing the same quantity under similar terms. If during the term of this contract vendor shall enter into contracts with any other entity providing greater benefits or more favorable terms than those provided by this contract, Vendor shall be obligated to provide

the same to the Hartron for subsequent purchases.

6.4. Waivers

Hartron/Department may waive any minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided. Such waiver does not prejudice or affect the relative ranking of any Bidder.

Section 7: Award of Contract

7.1. Notification to Bidder

Prior to the expiry of the Bid validity period, Hartron on behalf of State UID Registrar, Haryana will notify the successful Bidder in writing or email that its proposal has been accepted. The notification of award, termed as Letter of Intent or LOI in sections to follow, will lead to signing of the Contract. Upon the successful Bidder's furnishing of performance bank guarantee, Hartron/State UID Registrar, Haryana will promptly notify each unsuccessful Bidder and return their EMD.

7.2. Discharge of Bid Security

Prior to signing of the Contract, Hartron/State UID Registrar, Haryana shall promptly request the selected Bidder to submit the Performance Guarantee (10% of the total contract value) within 15 days of award of LOI, failing which a penalty of 1% (of the total contract value) per week will be imposed on the selected Bidder. In case L1 fails to furnish the Performance Bank Guarantee within 15 days period-

- EMD of L1 will be forfeited.
- L1 will be blacklisted from participating in any Government of Haryana tendering process in future for **2 years**.
- L2/L3/L4 Bidders and so on will be invited in the order of priority on condition if anyone is willing to match the rates quoted by L1 bidder.

7.3. Signing of Contract

State UID Registrar, Haryana shall enter into a Contract, incorporating all Agreements, as specified in the draft contract provided along with the RFP as per Format 13.11, with the successful Bidder. The contract will be signed on the day the Performance Guarantee is submitted by the selected Bidder.

7.4. Validity of Contract

The Contract/Agreement will be valid for a period of 42 months from the date of acceptance sign-off of all Biometric Devices at all the locations specified by the State UID Registrar,

Haryana. The contract may be extended for a further period at the same terms and conditions subject to mutual consent.

7.5. Expenses for the Contract

The incidental expenses of execution of Agreement/Contract shall be borne by the successful Bidder.

7.6. Failure to abide by the terms of contract

Failure of the successful Bidder to agree with the Terms & Conditions of the Contract shall constitute sufficient reason for the annulment of the award, in which event Hartron/Department may forfeit the EMD/ Performance Bank Guarantee.

Section 8: Scope of Work

8.1. Supply, installation and Commissioning of Biometric Devices

Bidder shall be responsible for supply, installation, commissioning and maintenance of delivered products as per the minimum specifications and indicated quantities mentioned in the RFP. The supplied Biometric Devices should carry a 36-months comprehensive onsite warranty from the date of acceptance sign-off on its hardware and associated software.

8.1.1. Delivery

Below specified quantities of Biometric Devices are to be delivered at the specified locations mentioned in Section 13.9 throughout the state of Haryana.

Sr. No.	Item Description	Quantity
1	Iris Scanners	300
2	Fingerprint Scanners	300

- *Quantity may be increased or decreased.*
- *TCV will be calculated based on the above 300 quantities for the purpose of award of contract.*
- *Payments will be made for the quantity actually procured.*

8.1.2. Post Delivery Inspection and Acceptance Sign-Off

The selected Bidder shall depute its technically qualified representative for commissioning/installing the delivered quantity of Biometric Devices in presence of the nodal officer at all locations indicated in this RFP. The nodal officer will inspect the Biometric Devices deployed and commissioned and fill up the post-delivery inspection report as per the Format 13.10. **The successful Bidder needs to replace the rejected Biometric Devices with in a time frame of four (4) days from the date of return of the equipment(s). Failure to do so will compel the State UID Registrar, Haryana to impose penalty as defined in the SLA section of the RFP.**

Rejected equipment(s) shall be handed over to the authorized representative of the selected Bidder on the spot. The numbers of such rejected equipment(s) shall be

specified in the post-delivery inspection report. The commissioning date will be observed from the day all replacement equipment(s), if any, are delivered to appropriate location and approved post-delivery inspection report for the same, acquired. **After the receipt of acceptance sign-off of all the products from all the locations, Hartron/Department would issue a letter to the selected Bidder notifying the same. Following which the selected Bidder shall submit invoice to State UID Registrar, Haryana. 36 months of warranty period for all products would start from the date of installation.**

8.2. Transportation

The entire cost of transportation from the Manufacturing Plant or Port of Landing to the designated destination as specified by State UID Registrar, Haryana shall be borne by the selected Bidder.

8.3. Packing

The selected Bidder shall provide such packing as is required to prevent damage or deterioration of the goods during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitations, rough handling during transit and exposure to extreme temperatures and precipitation during transit and open storage. The selected Bidder shall be responsible for any defect in packing.

8.4. Invoicing

After the receipt of acceptance sign-off of all the products from all the locations, Hartron/Department would issue a letter to the selected Bidder notifying the same. Following this, the selected Bidder shall submit **invoice in the name of State UID Registrar, Haryana**. The invoice shall be enclosed with the list of serial numbers of the products supplied for a particular location.

8.5. Warranty

- 1) The Selected Bidder is required to provide a comprehensive warranty for the products for a period of 36 months commencing from the date of acceptance sign-off.
- 2) The warranty shall cover all the components and sub-components of the supplied Biometric Devices including patches and upgrades (free of cost) of the device driver.

- 3) In addition to warranty as mentioned in above clause, the Bidder shall, during the above said period replace parts, if any, and remove any manufacturing defect, if found, so as to make the device fully operative. Replacement of parts or the entire product is to be done free of cost.

8.6. Reporting of Issues

The successful Bidder needs to provide the contact number of the OEM Helpdesk support, email ID and contact number of the successful Bidder's representative and addresses & contact numbers for OEM service centers. Any issue encountered with the Biometric Devices will be reported to the respective OEM Helpdesk by concerned operators and the complaint/case number generated for the incident will be emailed to successful Bidder's representative. It is the responsibility of successful Bidder to track the incident and ensure resolution within the prescribed SLA timelines specified in Section 9. Once incident has been resolved, confirmation email needs to be sent back to the person who reported the issue originally with a copy to State UID Registrar, Haryana.

In case there is a change in the process for reporting issues, it will be appropriately communicated to successful Bidder. The OEM Helpdesk should be operational during the normal business hours i.e. 10 am to 6 pm during all working days of the week. The OEM Helpdesk operators would have to perform various activities including:

- 1) Understanding the query/issue in the reported request. It could be related to the hardware including, but not limited to, issues linked with any component of Biometric Devices and operating system compatibility.
- 2) Providing information/clarification on the spot in case of an informational query or providing necessary troubleshooting assistance in case of a logged issue.
- 3) Forwarding the case to concerned field engineer if the issue cannot be instantly resolved on the call and is related to any hardware which might need to be replaced.
- 4) In case of technical issues for which a resolution is not possible instantly, the operator will submit the request into the system for escalation and further action by the successful bidder's team.

Section 9: Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service, which shall be provided by the Selected Bidder to State UID Registrar, Haryana for the duration of this Contract. The selected Bidder and Harton/Department shall regularly review the performance of the services being provided by the Selected Bidder and the effectiveness of this SLA.

9.1. Definitions

For purposes of this Service Level Agreement, the definitions and terms as specified in the Contract along with the following terms shall have the meanings set forth below-

- 1) **“Incident”** refers to any event specifying the defect in the Biometric Device or in any of its components/accessory.
- 2) **“Resolution Time”** shall mean the time taken [after the incident has been reported at the helpdesk] in resolving [diagnosing, troubleshooting/replacing part(s) and fixing] or time taken to repair a defective Biometric Device at the service center.

9.2. Warranty Obligations

Sr. No.	Issue	Criticality	Resolution Time	Penalty
1.	The successful Bidder needs to deliver 100% of the ordered quantity of Biometric Devices within 4 weeks from issuance of LOI.	High	Within 4 weeks from issuance of LOI	No penalty is imposed.
			Within 5 weeks from issuance of LOI	5% of the value of undelivered quantity.
			Within 6 weeks from issuance of LOI	Additional 5% of the value of undelivered quantity.
			More than 6 weeks from the issuance of LOI	Additional 5% per week for every subsequent week subject to a max of total 8 weeks. If not, Performance Bank Guarantee of the successful Bidder will be forfeited.

2.	The successful Bidder needs to replace the supplied Biometric Device(s) or any other peripheral which did not pass the post-delivery inspection conducted by Nodal officer.	High	Within 4 working days from the time Biometric Device(s) are rejected during post-delivery inspection.	No penalty is imposed.
			Within 7 working days from the time Biometric Device(s) are rejected during post-delivery inspection.	10% of the total value of the rejected Biometric Device(s)
			More than 7 working days from the time Biometric Device(s) are rejected during post-delivery inspection.	10% of the total value of the rejected Biometric Device(s) subject to a maximum of total 12 days. If not, equal amount of device will be deducted from Performance Bank Guarantee.
3.	Any hardware or software issue related to the Biometric Device(s).	High	Within 2 working days from the reporting of issue	No penalty is imposed.
			Within 3 working days from the reporting of issue	2 % of the value of the Biometric Device(s).
			Within 4 working days from the reporting of issue	3% of the value of the Biometric Device(s).
			More than 4 working days from the reporting of issue	5% of the value of the Biometric Device(s), subject to a maximum of total 7 days. After 7 days Bidder shall replace the Biometric Device(s) with a new one. If not, equal amount of device will be deducted from Performance Bank Guarantee.

Section 10: Payment Schedule

Payments shall be made to the successful Bidder as per the following Schedule:

S. No	Payment Schedule	Fee Payable	Documents
1.	On delivery, installation and commissioning of the Biometric Devices at the locations specified by the State Government.	85% of the Order value of the quantity delivered	Payable against the following: 1) Original Invoice 2) Delivery acknowledgment at Permanent Enrolment Center Level 3) Post Delivery Inspection Certificate as per the Format 13.10
2.	On completion of Warranty of 1 year from the date of acceptance sign off.	5% of the Order value	Payable against successful completion of warranty for the period of 1 year from the date of acceptance sign off.
3.	On completion of Warranty of 2 years from the date of acceptance sign off.	5% of the Order value	Payable against successful completion of warranty for the period of 2 years from the date of acceptance sign off.
4.	On completion of Warranty of 3 years from the date of acceptance sign off.	5% of the Order value	Payable against successful completion of warranty for the period of 3 years from the date of acceptance sign off.

10.1. Payment Terms

- 1) The successful Bidder will be compensated after adjustments against the penalties levied with respect to the SLAs defined in the Contract.
- 2) The entire cost for supply, installation and commissioning of the Biometric Devices along with the 36 month comprehensive warranty for the Contract Period will be borne by the successful Bidder and factored in his Commercial Proposal submitted in response to the RFP.
- 3) The Total Contract Value quoted in the Commercial Bid should cover all costs anticipated by the successful Bidder, on the basis of requirements listed in the RFP. This would include, but not be limited to:
 - Supply, installation and commissioning of all the Biometric Devices at respective

locations.

- AMC costs for 3 years after the date of acceptance sign-off.
 - Any other anticipated costs for providing the Services for achievement of SLAs.
- 4) The successful Bidder will be solely responsible to bear the cost of any items that are not quoted or are under quoted in this Proposal, but are required to meet the SLAs or any other requirements as stated in the RFP. No additional payment for these components would be made to the successful Bidder.
 - 5) The successful Bidder would be paid as per the milestones given in the Payment Schedule.
 - 6) For payments, the successful Bidder will be required to raise invoice along with the required documents. Hartron/Department will make payment, after the verification of invoice amount, related documents and adjusting for penalties, to the successful Bidder within 30 days of submission of the correct and valid invoice.
 - 7) Except as otherwise provided for herein or as agreed between the parties in writing, Hartron/Department shall not be required to make any payments in respect of the Services other than those covered in the RFP and/or Contact.

10.2. Additional Costs

- 1) All payments shall be made after adjustments against SLA based penalties, if any.
- 2) No invoice for extra work/charge order will be submitted by the successful Bidder unless the said extra work/change order has been authorized/approved by Hartron/Department in writing.
- 3) Hartron/Department shall make payments after withholding tax deductible at source as appropriate.

10.3. Invoicing and Settlement

- 1) The successful Bidder will submit its invoices in accordance with the following principles:
 - Generally and unless otherwise agreed in writing between the parties or expressly set out in this Contract, the successful Bidder shall raise an invoice for successful delivery of Services as per the milestones defined in the Payment Schedule.
 - The invoice shall be submitted along with the necessary approval/

signoff/acceptance/certification provided by the concerned authorities for the respective deliverables linked with the payment milestone, failing which Hartron/Department reserves the right to reject the invoices.

- Along with the invoice, the successful Bidder is required to submit the deliverables linked with the payment milestone in softcopy and hardcopy formats, as applicable failing which Hartron/Department reserves the right to reject the invoices.
- 2) Invoices shall be accurate and all adjustments (if any) to payments to be made to the successful Bidder shall be applied to the next payment invoice of the successful Bidder.
 - 3) Hartron/Department shall be entitled to delay or withhold payment of any invoice or part of it delivered by the successful Bidder where-
 - Hartron/Department disputes such invoice or part of it provided that such dispute is bona fide.
 - Hartron/Department disputes any previous invoice or part of it that it had not previously disputed as per the dispute resolution process specified in the RFP, provided that such dispute is bona fide.
 - The withheld amount in both the above cases shall be limited to that which is in dispute. The disputed amount in both the above cases shall be referred to the procedure as set out in dispute resolution process.
 - Any software/operating system/application supplied with the hardware is found pirated/incompatible.
 - The supplied hardware/software is found to be non-compliant to the agreed specifications/standards as mentioned in the contract.
 - Any deviation observed in the quality/quantity of the procured hardware/software in comparison to the agreed terms specified in the contract.

Any exercise by Hartron/Department under this clause shall not entitle the successful Bidder to delay or withhold provision of the services.

10.4. Prices and Tax

- 1) The prices should be mentioned as agreed in the Contract with the successful bidder without any qualifications whatsoever and should include all taxes, duties, fees, levies and other charges as may be applicable in relation to the activities proposed to be carried out. It is mandatory that such charges wherever applicable/ payable should be

indicated separately.

- 2) The successful Bidder shall bear all personal/income taxes levied or imposed on account of payment received under this Contract. The successful Bidder shall bear all income/corporate taxes, levied or imposed on the successful Bidder on account of payments received by it from Hartron/Department for the work undertaken under this Contract.

10.5. Tax

- 1) Hartron/Department shall be responsible for withholding taxes from the amounts due and payable to the successful Bidder wherever applicable. The successful Bidder shall pay for all other taxes, duties or levies in connection with this RFP including, but not limited to, property, sales, use, excise duty, value-added, goods and services, consumption and other applicable taxes, duties or levies.
- 2) Hartron/Department shall provide the successful Bidder with the original tax certificate of any withholding taxes paid by the Hartron/Department on payments under the Contract. The successful Bidder agrees to reimburse and hold Hartron/Department harmless from any deficiency (including penalties and interest) relating to taxes that are its responsibility under this paragraph. For purposes of this RFP, taxes, duties or levies shall include taxes, duties or levies incurred on transactions between and among Hartron/Department and successful Bidder
- 3) In the event of any increase or decrease of the rate of taxes, duties or levies etc. due to any statutory notification/s during the term of the Contract, the consequential effect shall be to the account of the Department. In the event of any increase or decrease of any other levies, currency exchange rates etc. due to any statutory notification(s) during the term of the Contract, the consequential effect shall be to the account of the selected Bidder.
- 4) The parties shall cooperate to enable each party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible. In connection therewith, the parties shall provide each other with any relevant information regarding use of out-of-state materials, equipment or services and any exemption certificates or information reasonably requested by the other party.

Section 11: Minimum Technical Specification of Products

Please note that the specifications given below are the minimum specifications. Bidders are free to propose any specification over and above the minimum indicated.

11.1. Iris Scanner

Item	Proposed Configuration
Device Model	Hand-held (Operator operates and holds the camera and the subject is stationary)
Iris Diameter (In pixel)	> 210
Spatial Resolution Pixel Resolution	> 60% @ 4.0 Lp/mm > 16 Pixels/mm
# of simultaneous captured eyes	2 (Considered simultaneous if second eye is captured within 2 seconds of first eye done without moving the device.)
Viewfinder	Internal
Capture distance	> 50 mm
Capture volume (width/height/depth)	> 20x15x12mm
Exposure time	< 33 ms
Imaging wavelength	700-900 nm
Spectral Spread	Power in any 100nm band > 35% of total power
Scan type	Progressive
Image margins	Left & right: 0.50x iris diameter, Top & bottom: 0.25x iris diameter
Pixel depth	> 8 bits/pixel
Image evaluation frame rate	> 5 frames/sec, continuous image capture
Capture mode	Auto capture with built-in quality check (incorporates NIST quality considerations)
Sensor signal to noise ratio	> 36 DB
Connectivity	USB 2.0, USB-IF certified (Total of 1 USB port available for connectivity and power)
OS Supported	Microsoft Windows 7 Professional 32 bit
Power	Through USB (common interface through single port)
Weight	< 1 kg
Dimension	< 220x200x100mm
Operating temperature	0-49C

Item	Proposed Configuration
Humidity	10 – 90% non-condensing
Durability/Shock	IP54
Safety Standard	Exempt Group per IEC 62471:2006-07
Standards	FCC Class A, RoHS
Certification	UIDAI-STQC Biometric Device Certification
Software API	Compliant with UIDAI Device Capture API specification V1.0 RC 3

11.2. Fingerprint Scanner

Item	Proposed Configuration
Capture mode	Plain live scan capture
Scanner Model	Slap Capture/ Flat bed
Image Acquisition Requirements	Setting level 31 or higher (Section 9.1 of Biometric Design Standards for UID Applications V1.0)
Image evaluation frame rate	> 3 frames/sec, continuous image capture
Capture mode	Auto capture with built-in quality check (incorporates NIST quality considerations)
Capture area	> 76mm x 80mm
Connectivity	USB 2, USB-IF certified (Total of 1 USB port available for connectivity and power)
Power	Through USB (common interface through single port)
Dimension (W X H X D)	< 160mm x 160mm x 160mm
Weight	Maximum 2.5 Kg.
Operating temperature	0 – 50 C
Humidity	10 – 90% non-condensing
Durability/Shock	IP 54
OS Supported	Microsoft Windows 7 Professional 32 bit
Standards	UL certified (if applicable). Meets ISO 19794-4:2005 Section 7 and Annex A certification requirements (IAFIS Appendix F certified).
Certification	UIDAI-STQC Biometric Device Certification
Software API	Compliant with UIDAI Device Capture API specification V1.0 RC 3

Section 12: Format to Respond to RFP

12.1. Qualification Bid

(To be submitted on the Letter head of the bidder)

To,
MD Hartron,
SCO – 109 - 110,
Sector – 17 B,
Chandigarh

Dear Sir,

Sub: Bid for supply, commissioning and maintenance of Biometric Devices at different locations throughout the state of Haryana

- 1) Having examined the RFP document, I/We [name of the bidder (s)], the undersigned, herewith submit our response to your RFP Notification dated 10/12/2014 for selection of vendor for supply, installation and commissioning of Biometric Devices, in full conformity with the said RFP document.
- 2) I/We have read the provisions of the RFP document and confirm that these are acceptable to us. Hence, we are hereby submitting our Bid.
- 3) I/We agree to abide by this RFP, consisting of this letter, financial bid and all attachments, for a period of 90 days from the closing date fixed for submission of bid as stipulated in the RFP document.
- 4) I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption, in force in India.
- 5) I/We understand that Hartron/Department is not bound to accept/annul any bid received in response to this RFP.
- 6) In case I/We are engaged by Hartron/Department as service provider, I/We shall provide all assistance/cooperation required by Hartron/ Department appointed auditing agencies officials for performing their auditing and inspection functions. I/We understand that our non-cooperation for the same shall be grounds for termination of service.
- 7) In case I/We are engaged as a vendor, we agree to abide by all the terms & conditions of the Contract and Guidelines issued by Hartron/Department from time to time.
- 8) I/ We are enclosing herewith the documents as per the specified requirements.
 - Tender Fee vide Demand Draft No. _____ Dated _____ Drawn On _____

- EMD vide Demand Draft No. _____ Dated _____ Drawn On _____
- All other required documents (details given in summary table below) as per the stated Qualification Criteria

9) I/We have submitted a separate financial bid which includes all costs as per the Scope of Work mentioned in the RFP.

Our correspondence details with regard to this RFP are:

No.	Information	Details
1.	Name of the Contact Person(s)	
2.	Address of the Contact Person(s)	
3.	Telephone number of the Contact Person(s)	
4.	Mobile number of the Contact Person(s)	
5.	Fax number of the Contact Person(s)	
6.	Email ID of the Contact Person(s)	

Yours Sincerely,

Authorized Signatory (ies)[In full and initials]: _____

Name and Title of Signatory (ies): _____

Name of Firm/s: _____

Address: _____ *(Affix the Official Seal of the Firm/s)*

12.2. Commercial Bid

To,
 MD Hartron
 SCO – 109 - 110,
 Sector – 17 B,
 Chandigarh

I/We hereby tender for the supply of original Biometric Devices and provision of services during the warranty period, as per the specifications given in this RFP document within the time specified and in accordance with the specifications and instructions. Mentioned below are the rates quoted in the prescribed format:

Particulars		Iris Scanner with 3 years warranty (I)	Fingerprint Scanner with 3 years warranty (F)
(a) Price per item in INR (Exclusive of all taxes)*			
(b) Applicable Taxes/Duties/Cess etc. at current rates (Please provide breakup for each tax / duty / cess etc.).	Tax/Duty/Cess 1		
	Tax/Duty/Cess 2		
 etc		
Price per item in INR (inclusive of all taxes at current rates) in figures			
Price per item in INR (inclusive of all taxes at current rates) in words			
Total Contract Value in figures (I*300) + (F*300)			
Total Contract Value in words (I*300) + (F*300)			

The contracted rate shall be applicable for six months. Hartron on behalf of State UID Registrar, Haryana may ask the selected Bidder to provide additional quantity** (of any item) at the same terms and conditions during these six months.

**This shall include all the costs as per the Scope of Work including costs of equipment, transportation and any other operational costs. All the figures to be specified in each column, in numerical and words, are to be filled by hand and duly signed.*

**** Quantity may be increased or decreased.**

Section 13: Annexures

13.1. Bidding Document Acknowledgement Form

MD Hartron
SCO – 109-110,
Sector 17-B, Chandigarh

Dear Sir,

Sub: Invitation for Bid of supply, commissioning and maintenance of Biometric Devices at different locations throughout the State of Haryana

I/We hereby acknowledge the receipt of a complete set of Bidding Documents enclosed to the "Invitation for Bid" pertaining to **supply, installation and commissioning of Biometric Devices at different locations throughout the state of Haryana** against RFP no. _____.

I/We have noted that the closing date for receipt of the RFP by Hartron is 29/12/2014 at **12:00 Noon** and opening on 29/12/2014 at **12:30 PM**.

I/We guarantee that the contents of the above said Bidding Documents will be kept confidential within our organization and text of the said documents shall remain the property of Hartron/Department and that the said documents are to be used only for the purpose intended by State UID Registrar, Haryana.

Yours faithfully,

(Bidder)

13.2. Self-Declaration on not being blacklisted

Date: XX/XX/XXXX

To,
MD Hartron
SCO – 109-110,
Sector 17-B, Chandigarh

Subject: Declaration on not being blacklisted by any State/Central Government department, agency, corporation, urban local body, or Quasi Government agencies of PSU

Dear Sir,

I/We hereby declare that as of date, *(Name of the firm/company)* is not blacklisted by any state/central /Local Government or quasi-government entity, department, agency, corporation, body, or PSU in India for breach of any applicable law or violation of regulatory prescriptions or breach of Agreement/Contract.

Sincerely Yours,

(Signature of Authorized Signatory)

Name:

Title:

13.3. Statutory Undertaking

I/We (Name of the Bidder) having registered office at (Address of the registered office) and local office at (Address of the local office), hereby declare and confirm that-

- 1) The contents of the RFP have been carefully gone through and we undertake to fully comply with the terms and conditions specified in the tender document including addendum, if any thereof.
- 2) I/We are not engaged into litigation as of date with any Government Department/ PSU/ Autonomous body on account of similar services for indulging in corrupt or fraudulent practices. We also confirm that we are not determined non-performing by any of the entities specified above.
- 3) Neither the Bidder nor any of its Directors are the subject of criminal or civil proceedings that could be expected to adversely affect its business or its ability to Bid in the present tender.
- 4) We understand that the technical Bid, if found incomplete in any respect and/or if found with conditional compliance or not accompanied with the requisite Bid Security/ Earnest Money Deposit, shall be summarily rejected.
- 5) We understand that if at any time, any averments made or information furnished as part of this Bid is found incorrect, then its Bid and the contract if awarded on the basis of such Bid shall be cancelled.
- 6) We offer to execute the work in accordance with the Terms of Reference and Conditions of Contract of this Tender.
- 7) The information provided in the technical proposal (including the attachments) is true, accurate and complete to the best of my knowledge & belief.

Sincerely,

(Authorized Signature)

Name & Title of Signatory:

Name of Bidder

13.4. Compliance

This format is to be used by TEC to evaluate if the specifications provided by the Bidder match/exceed the ones quantified as minimum requirements in the RFP.

Iris Scanner-

Minimum Specifications as per RFP		Specifications provided by the Bidder (To be filled by Bidder)	Meeting or exceeding the minimum specifications (To be filled by TEC)
Device Model	Hand-held (Operator operates and holds the camera and the subject is stationary)		
Iris Diameter (In pixel)	> 210		
Spatial Resolution Pixel Resolution	> 60% @ 4.0 Lp/mm > 16 Pixels/mm		
# of simultaneous captured eyes	2 (Considered simultaneous if second eye is captured within 2 seconds of first eye done without moving the device.)		
Viewfinder	Internal		
Capture distance	> 50 mm		
Capture volume (width/height /depth)	> 20x15x12mm		
Exposure time	< 33 ms		
Imaging wavelength	700-900 nm		
Spectral Spread	Power in any 100nm band > 35% of total power		
Scan type	Progressive		

Minimum Specifications as per RFP		Specifications provided by the Bidder (To be filled by Bidder)	Meeting or exceeding the minimum specifications (To be filled by TEC)
Image margins	Left & right: 0.50x iris diameter, Top & bottom: 0.25x iris diameter		
Pixel depth	> 8 bits/pixel		
Image evaluation frame rate	> 5 frames/sec, continuous image capture		
Capture mode	Auto capture with built-in quality check (incorporates NIST quality considerations)		
Sensor signal to noise ratio	> 36 DB		
Connectivity	USB 2.0, USB-IF certified (Total of 1 USB port available for connectivity and power)		
OS Supported	Microsoft Windows 7 Professional 32 bit		
Power	Through USB (common interface through single port)		
Weight	< 1 kg		
Dimension	< 220x200x100mm		
Operating temperature	0-49C		
Humidity	10 – 90% non-condensing		
Durability/Shock	IP54		
Safety Standard	Exempt Group per IEC 62471:2006-07		
Standards	FCC Class A, RoHS		
Certification	UIDAI-STQC Biometric Device Certification		
Software API	Compliant with UIDAI Device Capture API specification V1.0 RC 3		

Fingerprint Scanner-

Minimum Specifications as per RFP		Specifications provided by the Bidder (To be filled by Bidder)	Meeting or exceeding the minimum specifications (To be filled by TEC)
Capture mode	Plain live scan capture		
Scanner Model	Slap Capture/ Flat bed		
Image Acquisition Requirements	Setting level 31 or higher (Section 9.1 of Biometric Design Standards for UID Applications V1.0)		
Image evaluation frame rate	> 3 frames/sec, continuous image capture		
Capture mode	Auto capture with built-in quality check (incorporates NIST quality considerations)		
Capture area	> 76mm x 80mm		
Connectivity	USB 2, USB-IF certified (Total of 1 USB port available for connectivity and power)		
Power	Through USB (common interface through single port)		
Dimension (W X H X D)	< 160mm x 160mm x 160mm		
Weight	Maximum 2.5 Kg.		
Operating temperature	0 – 50 C		
Humidity	10 – 90% non-condensing		
Durability/Shock	IP 54		
OS Supported	Microsoft Windows 7 Professional 32 bit		

Minimum Specifications as per RFP		Specifications provided by the Bidder (To be filled by Bidder)	Meeting or exceeding the minimum specifications (To be filled by TEC)
Standards	UL certified (if applicable). Meets ISO 19794-4:2005 Section 7 and Annex A certification requirements (IAFIS Appendix F certified).		
Certification	UIDAI-STQC Biometric Device Certification		
Software API	Compliant with UIDAI Device Capture API specification V1.0 RC 3		

13.5. Certificate of Dealership/Authorization Letter

(Letter on the OEM Letterhead)

Date: XX/XX/XXXX

To,
MD Hartron
SCO – 109-110,
Sector 17-B, Chandigarh

Sir,

This is to certify that I/We am/are the Original Equipment Manufacturer in respect of the products listed below. I/We confirm that

- <Name of Bidder> have due authorization from us to provide product(s) listed below and related services of warranty, licensing and maintenance on the products, to State UID Registrar, Haryana, as per your Request for Proposal (RFP) for **supply, commissioning and maintenance of Biometric Devices at different locations throughout the State of Haryana**
- We endorse the warranty, contracting and licensing terms provided by <Bidder> to State UID Registrar, Haryana.
- We also certify that the below mentioned product being supplied by the <Bidder> meets the minimum specifications given in the RFP.

The authorization will remain valid till <Date of renewal of dealership>

Sr. No.	Product Name
1	<Fill Model number and Product name>
2	...

Thanking You,

Yours Faithfully

[Authorized Signatory]

[Designation]

[Date and Time]

[Seal]

[Business Address]

** To be provided by the OEMs of Biometric devices (IRIS and Fingerprint Scanner)*

13.6. Authorized Undertaking from the Bidder

(Letter on the Bidder letterhead)

Date: XX/XX/XXXX

To,
MD Hartron
SCO – 109-110,
Sector 17-B, Chandigarh

Dear Sir/madam,

Sub: Undertaking for honoring warranty for the period indicated in the contract

This bears reference to our quotation Ref. _____ Dated _____

We warrant that,

- 1) All Products supplied by us shall be brand new (purchased within 2 months of the date of supply), free from all defects and faults in material, workmanship and manufacture. They shall be of the highest grade and quality and shall be consistent with the established industry standards.
- 2) We shall provide the documentary proof for warranty and proof of purchase at the time of deployment of Biometric Devices
- 3) None of the components and sub-components are declared “End-of-sale” by the respective OEM in next three (3) years as on date of submission of Bid.
- 4) If the Biometric Devices supplied by us is not-supported by the OEM during the period of contract for any reason, we will replace the product with a suitable higher alternate for which support is provided by the OEM at no additional cost to State UID Registrar, Haryana and without impacting the performance or timelines of this engagement
- 5) We would provide on-site maintenance of the installed system for a period of three (3) years from the date of commissioning of the system within the price quoted by us in the Commercial Bid.

Yours faithfully

For [company name]

[Name]

[Designation]

13.7. Request for Clarification

Bidders requiring specific points of clarification may communicate with the Hartron through email during the specified period using the following format.

BIDDER'S REQUEST FOR CLARIFICATION			
<<Name of Bidder submitting query / request for clarification>>			
<<Full formal address of the Bidder>>			Tel:
			Fax:
			Email:
S. No	RFP Reference (Section No. / Page No.)	Content of RFP requiring clarification	Points of clarification required
1			
2			
3			
4			
5			
6			

13.8. Format for Performance Bank Guarantee

Performance Bank Guarantee

Ref: _____

Date: _____

Bank Guarantee No.: _____

To
MD Hartron
SCO – 109-110,
Sector 17-B, Chandigarh

Dear Sir,

PERFORMANCE BANK GUARANTEE – For Supply, Commissioning and Maintenance of Biometric Devices for UID Enrollment at different locations throughout the State of Haryana

WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at *(address of the Bidder)*, (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated (herein after, referred to as “Contract”) with you for Project of **Supply, Commissioning and Maintenance of Biometric Devices for UID Enrollment at different locations throughout the State of Haryana**, in the said Contract.

We are aware of the fact that as per the terms of the Contract, *M/s. (name of Bidder)* is required to furnish an unconditional and irrevocable Bank Guarantee in your favor for an amount of 10% of the Total Contract Value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, *(name and address of the bank)*, have agreed to issue this Performance Bank Guarantee.

Therefore, we *(name and address of the bank)* hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of 10% of the Total Contract Value i.e.,.....<in words> without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall be valid for **42 months**, subject to the terms and conditions of the Contract. Any claim against the Bank Guarantee can however be made within 42 months from the date of submission of the same. We bind ourselves to pay the above said amount at any point of time commencing from the date of submission of Bank Guarantee, until **42 months**.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights:

- i. Requiring to pursue legal remedies against the Department; and
- ii. For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 10% of the Contract Value, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of the claim period.

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 under the Power of Attorney issued by the bank in your favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

This Performance Bank Guarantee shall be valid **for 42 months** from the date of submission of Bank Guarantee.

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before **42 (Forty Two) months** from the submission of Bank Guarantee.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this day 2015.

Yours faithfully,

For and on behalf of the Bank,
(Signature)

Designation
(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

13.9. List of Locations for Setting-up PECs in the State

One set (IRIS & FINGERPRINT Scanner) of the product to be delivered at each 151 following locations. The list of other 149 locations will be provided at the time of issuing of LOI. **Any change will be indicated at the time of issuance of LOI.**

List of Locations for Setting-up PECs in the State		
Sr. No.	Name of District	Location*
1.	Ambala	DC Office, Ambala
2.		SDM Office, Naraingarh
3.		SDM Office, Barara
4.		Sub-Tehsil Ambala Cantt.
5.		Sub-Tehsil Mulana
6.		Sub-Tehsil Saha
7.		Sub-Tehsil Shajadpur
8.	Bhiwani	DC Office
9.		SDM Office Bhiwani
10.		SDM Office Tosham
11.		SDM Office Dadri
12.		SDM Office Loharu
13.		SDM Office Siwani
14.		Tehsil Office Bhawani Khera
15.		Tehsil Office Badhra
16.		Sub-Tehsil Office Bond Kalan
17.		Sub-Tehsil Bahal
18.	Faridabad	DC Office Faridabad
19.		SDM Office Ballabgarh

<u>List of Locations for Setting-up PECs in the State</u>		
Sr. No.	Name of District	Location*
20.		SDM Office Faridabad
21.		Sub-Tehsil Office Mohana
22.		Sub-Tehsil Office Tigaon
23.	Fatehabad	DC Office Fatehabad
24.		SDM Office Fatehabad
25.		SDM Office Tohana
26.		SDM Office Ratia
27.		Sub-Tehsil Office Bhuna
28.		Sub-Tehsil Office Bhattu Kalan
29.		Sub-Tehsil Office Jakhal
30.		Sub-Tehsil Office Kulan
31.	Gurgaon	DC Office Gurgaon
32.		SDM Office Gurgaon (North)
33.		SDM Office Gurgaon (West)
34.		SDM Office Patuadi
35.		Tehsil Office Sohana
36.		Tehsil Office Farukh Nagar
37.		Tehsil Office Manesar
38.	Hisar	DC Office Hisar
39.		SDM Office Hisar
40.		SDM Office Hansi
41.		SDM Office Barwala
42.		Tehsil Office Adampur
43.		Tehsil Office Narnaul

<u>List of Locations for Setting-up PECs in the State</u>		
Sr. No.	Name of District	Location*
44.		Sub-Tehsil Office Uklana Mandi
45.		Sub-Tehsil Office Bass
46.		Sub-Tehsil Office Balsamand
47.	Jhajjar	DC Office Jhajjar
48.		SDM Office Jhajjar
49.		SDM Office Beri
50.		SDM Office Bahadurgarh
51.		Tehsil Office Matanhel
52.		Sub-Tehsil Office Sahlawas
53.	Jind	DC Office Jind
54.		SDM Office Jind
55.		SDM Office Safidon
56.		SDM Office Narwana
57.		Tehsil office Julana
58.		Sub-Tehsil Office Alewa
59.		Sub-Tehsil Office Pillukhera
60.		Sub-Tehsil Office Uchana
61.	Kaithal	DC Office Kaithal
62.		SDM Office Kaithal
63.		SDM Office Ghula
64.		SDM Office Kalayat
65.		Tehsil Office Fatehpur Pundri
66.		Sub-Tehsil Office Dhand
67.		Sub-Tehsil Office Rajaund

<u>List of Locations for Setting-up PECs in the State</u>		
Sr. No.	Name of District	Location*
68.		Sub-Tehsil Office Siwan
69.	Karnal	DC Office Karnal
70.		SDM Office Karnal
71.		SDM Office Assandh
72.		SDM Office Indri
73.		Tehsil Office Nilokheri
74.		Tehsil Office Ghauranda
75.		Sub-Tehsil Office Nishing
76.		Sub-Tehsil Office Ballah
77.		Sub-Tehsil Office Nigdhu
78.	Kurukshetra	DC Office Kurukshetra
79.		SDM Office Thanesar
80.		SDM Office Pehowa
81.		SDM Office Shahabad
82.		Sub-Tehsil Office Ladwa
83.		Sub-Tehsil Office Ismailabad
84.		Sub-Tehsil Office Babain
85.	Mahendergarh	DC Office Mahendergarh
86.		SDM Office Mahendergarh
87.		SDM Office Narnaul
88.		SDM Office Kanina
89.		Tehsil Office Nangal Chaudhary
90.		Tehsil Office Ateli
91.		Sub-Tehsil Office Satnali

<u>List of Locations for Setting-up PECs in the State</u>		
Sr. No.	Name of District	Location*
92.	Mewat	DC Office Mewat
93.		SDM Office Firozpurjhirka
94.		SDM Office Nuh
95.		Tehsil Office Punhana
96.		Tehsil Office Tawaru
97.		Sub-Tehsil Office Nagina
98.	Palwal	DC Office Palwal
99.		SDM Office Palwal
100.		SDM Office Hodal
101.		SDM Office Hathin
102.		Sub-Tehsil Office Hasanpur
103.		Sub-Tehsil Office Bahin
104.	Panchkula	DC Office Panchkula
105.		SDM Office Panchkula
106.		SDM Office Kalka
107.		Sub-Tehsil Office Barwala
108.		Sub-Tehsil Office Morni
109.		Sub-Tehsil Office Raipur Rani
110.	Panipat	DC Office Panipat
111.		SDM Office Panipat
112.		SDM Office Samalkhan
113.		Tehsil Office Israna
114.		Tehsil Office Bapouli
115.		Sub-Tehsil Office Matlauda

<u>List of Locations for Setting-up PECs in the State</u>		
Sr. No.	Name of District	Location*
116.	Rewari	DC Office Rewari
117.		SDM Office Rewari
118.		SDM Office Kosli
119.		SDM Office Bawal
120.		Sub-Tehsil Office Dharuhera
121.		Sub-Tehsil Office Dahina
122.		Sub-Tehsil Office Manethi
123.		Sub-Tehsil Office Nahar
124.	Rohtak	DC Office Rohtak
125.		SDM Office Rohtak
126.		SDM Office Meham
127.		SDM Office Sampla
128.		Tehsil Office Kalanaur
129.		Sub-Tehsil Office Lakhan Majra
130.	Sirsa	DC Office Sirsa
131.		SDM Office Sirsa
132.		SDM Office Dabwali
133.		SDM Office Ellanabad
134.		SDM Office Kalanwali
135.		Tehsil Office Nathusari Chopta
136.		Tehsil Office Rania
137.		Sub-Tehsil Office Gauriwala
138.	Sonepat	DC Office Sonepat
139.		SDM Office Sonepat

<u>List of Locations for Setting-up PECs in the State</u>		
Sr. No.	Name of District	Location*
140.		SDM Office Gohana
141.		SDM Office Ganaur
142.		SDM Office Kharkhoda
143.		Sub-Tehsil Office Khanpur Kalan
144.		Sub-Tehsil Office Rai
145.	YamunaNagar	DC Office YamunaNagar
146.		SDM Office Jagadhari
147.		SDM Office Bilaspur
148.		Tehsil Office Chhachharauli
149.		Tehsil Office Radhaur
150.		Sub-Tehsil Office Sadhaura
151.		Sub-Tehsil Office Mustfabad

District-wise Summary of Locations

#	District	DC Office	Sub-Division Office	Tehsil Office	Sub-Tehsil Office	Total
1.	Ambala	1	2	0	4	7
2.	Bhiwani	1	5	2	2	10
3.	Faridabad	1	2	0	2	5
4.	Fatehabad	1	3	0	4	8
5.	Gurgaon	1	3	3	0	7
6.	Hisar	1	3	2	3	9
7.	Jhajjar	1	3	1	1	6
8.	Jind	1	3	1	3	8
9.	Kaithal	1	3	1	3	8
10.	Karnal	1	3	2	3	9
11.	Kurukshetra	1	3	0	3	7
12.	Mahendergarh	1	3	2	1	7
13.	Mewat	1	2	2	1	6
14.	Palwal	1	3	0	2	6
15.	Panchkula	1	2	0	3	6
16.	Panipat	1	2	2	1	6
17.	Rewari	1	3	0	4	8
18.	Rohtak	1	3	1	1	6
19.	Sirsa	1	4	2	1	8
20.	Sonepat	1	4	0	2	7
21.	Yamuna Nagar	1	2	2	2	7
Total		21	61	23	46	151

13.10. Post-Delivery Inspection Report and Acceptance Sign-Off

(Draft Format)

Inspection Report

1.	Ref no: << Tender No>>	:	DATE: XX/XX/XXXX
2.	Name of the indenter/Consignee with detailed address	:	<<To be filled by Bidder>>
3.	Supply order No.	:	<<To be filled by Bidder>>
4.	Name and Address of the Bidder	:	<<To be filled by Bidder>>
5.	Serial No. and Month & Year of Manufacturing of Iris Scanner and Fingerprint Scanner	:	<<To be filled by Bidder>>
Inspection Parameters:		Compliance (Yes/No)	
1	Any physical damage.		
2	Complete Package: Iris Scanner, Fingerprint Scanner, Cable(s), Driver Discs etc.		
3	Devices operational after being connected to a power source		
4	User Manuals comprising of specifications and operational instructions		
5	Do's and Don'ts instructions		
6	Warranty card containing- <ul style="list-style-type: none"> Name, address and contact numbers of the Service Centre(s). Beneficiary name, address and date of issue. 		
7	Quality certificate from OEM has been provided		
Package Accepted			
Remarks:			
Name, designation, contact number of the nodal person from concerned location present during inspection:			

Signature of successful Bidder's Representative

Name:
Contact No.:

Signature of PEC Nodal Officer

Name:
Contact No.

Signature of District Nodal Officer

Name:
Contact No.

13.11. Draft Contract

This is only a draft contract and will be finalized post the selection of the Bidder.

THIS AGREEMENT is made on this _____ (eg. 10th) day of _____ (eg. January), _____ (e.g. 2015), between _____ of _____ (hereinafter called 'the Purchaser') which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the one part, and _____ of _____ (hereinafter called 'the Supplier') which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the other part.

WHEREAS the Purchaser had invited bids for certain Services, viz. _____,

_____ (eg. Name of bid) vide their bid document number _____, dated _____

AND WHEREAS the Purchaser has accepted a Bid by the Supplier for the supply of Services as defined in the Scope of Work in the sum of _____ (hereinafter 'the Contract Value').

And in pursuance of having accepted the said bid the parties have agreed to enter into this agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as 'Contract Documents') shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) RFP (Ref: Hartron/RFP/ESG/UID/2014/01 Dt. 10/12/2014)
 - b) Any corrigendum / addendums / clarifications issued to the RFP
3. The mutual rights and obligations of the Purchaser and the Supplier shall be as set forth in the Contract, in particular:
 - a) The Supplier shall carry out the Services as defined in the Scope of Work in accordance with the provisions of the Contract; and

b) The Purchaser shall make payments to the Supplier in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [*name of Purchaser*]

[*Authorized Representative*]

For and on behalf of [*name of Supplier*]

[*Authorized Representative*]

[*Note: If the Supplier consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:*]

For and on behalf of each of the Members of the Supplier

[*Name of member*]

[*Authorized Representative*]*

**Certificate is required which should be approved by the board of Directors of the bidder mentioning him the 'Authorized Representative'*

General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none">(a) 'Acceptance' means acceptance sign-off of the deployed infrastructure post its delivery, testing and commissioning at the identified field locations by the State UID Registrar, Haryana or any of its designated officials / agencies.(b) 'Applicable Law' means the laws and any other instruments having the force of law in India.(c) 'Bid' / 'Proposal' means the documents in their entirety comprising of the Pre-qualification and Commercial Proposal, clarifications to these, Technical Presentation submitted by the Bidder, in response to the RFP, and accepted by the State UID Registrar, Haryana.(d) 'Below Performance' means the supplier has not the supplied the prescribed numbers of Biometric(IRIS & FINGERPRINT) devices or the supplied hardware is not of acceptable quality or warranty and maintenance services have not been rendered as per the requirements / conditions specified in this Contract.(e) 'Bidder' means the successful Bidder who is fully responsible towards Purchaser for providing Services as per the requirements and terms and conditions specified in this Contract. The term Bidder shall be deemed to include the Bidder's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.(f) 'Bidder's Representative' means the person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision and project management.(g) 'Total Contract Value/ Contract Value' refers to the value finally agreed between the Department and the successful Bidder for the delivery of goods and services mentioned in the RFP; which will be the maximum value payable to the successful Bidder on this Contract; taxes and duties being paid to the Bidder on actual basis).(h) 'Contract' means the Agreement entered into between the Bidder together with the Purchaser as recorded in the Contract form signed by the Purchaser and the Bidder including all Annexes thereto, the RFP and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time.(i) 'Effective Date' means the date on which this Contract comes into force. This Contract shall come into force and effect on the date
------------------------	--

(the "Effective Date") of the Purchaser's notice to the Bidder instructing the Bidder to begin carrying out the activities.

- (j) 'Force Majeure' -For the purposes of this Contract, 'Force Majeure' means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non- performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- (k) 'RFP' means Request for Proposal released vide Ref No. Hartron/RFP/ESG/UID/2014/01 Dt. 10/12/2014, containing the technical, functional, commercial and operational specification for supply, installation and commissioning of the Biometric Devices for UID Enrollment at different locations throughout the state of Haryana, and including all clarifications/addendums, explanations and amendments issued by the Department in respect thereof.
- (l) 'Sign Off' means written documentation issued by the Purchaser evidencing the acceptance, approval or completion, as the case may be, of any Deliverable that may be required in terms of the Contract.
- (m) 'Contract Period' means the time period from the date of signing of Contract till 36 months.
- (n) 'End of Contract' means the time when the Contract Period has ended.
- (o) 'Day' means any day that is not a Saturday or Sunday or a public holiday (as declared by Government of Haryana).
- (p) 'GC' mean General Conditions of Contract.
- (q) 'Government' means the Government of Haryana.
- (r) 'In writing' means communicated in written form with proof of receipt.
- (s) 'Party' means the Purchaser or the Supplier, as the case may be, and 'Parties' means both of them.
- (t) 'Purchaser' means the entity purchasing the services under this Contract
- (u) 'Registrar' means the Department of Revenue & Disaster Management/State UID Registrar, Government of Haryana. The Registrar is the Purchaser of the services under this Contract.
- (v) 'SC' means the Special Conditions of Contract by which the GC may

	<p>be amended or supplemented.</p> <p>(w) 'Service' means supply, installation and commissioning of the Biometric Devices & 36 months comprehensive warranty services from the date of submission of invoice after the issuance of letter confirming acceptance sign-off of all the devices at all locations, to be provided as per the requirements / conditions specified in this RFP / contract. In addition to this, the definition would also include other related/ancillary services that may be required to execute the scope of work under this contract.</p> <p>(x) 'Supplier' means the selected party that will provide the services to the Purchaser under this contract.</p>
1.2 Relationship Between the Parties	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Purchaser and the Supplier. The Supplier, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf here under.
1.3 Law Governing Contract	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.
1.4 Language	This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.5 Notices	
1.5.1	Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
1.5.2	A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
1.6 Location	The Services shall be performed mainly at the locations as specified in Appendix C hereto and, where the location of a particular task is not so specified, at such locations, as the Purchaser may approve. Complete list of the delivery locations will be provided to the Purchaser along with the work order.
1.7 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Purchaser or the Supplier may be taken or executed by the officials

	specified in the SC.
1.8 Taxes and Duties	The Supplier and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India
1.9 Fraud and Corruption	
1.9.1 Definitions	<p>It is the Purchaser’s policy to require that the Purchaser as well as Suppliers observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Purchaser:</p> <p>(a) defines, for the purpose of this provision, the terms set forth below as follows:</p> <p>(i) ‘corrupt practice’ means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;</p> <p>(ii) ‘fraudulent practice’ means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the Purchaser; and includes collusive practice among bidders, prior to or after bid submission, designed to establish bid prices at artificially high or non-competitive levels and to deprive the Purchaser of the benefits of free and open competition</p> <p>(iii) ‘collusive practices’ means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;</p> <p>(iv) ‘coercive practices’ means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;</p> <p>(v) ‘unfair trade practices’ means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to;</p>
1.9.2 Measures to be taken by the Purchaser	(a) The Purchaser may terminate the contract if it determines at any time that representatives of the Supplier were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Supplier having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;

	<p>(b) The Purchaser may also sanction against the Supplier, including declaring the Supplier ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Supplier has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Purchaser-financed contract</p>
<p>1.9.3 Commissions and Fees</p>	<p>Purchaser will require the successful Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.</p>
<p>1.9.4 Interpretation</p>	<p>In this Contract unless a contrary intention is evident:</p> <ul style="list-style-type: none"> (a) the clause headings are for convenient reference only and do not form part of this Contract; (b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses; (c) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time; (d) a word in the singular includes the plural and a word in the plural includes the singular; (e) a word importing a gender includes any other gender; (f) a reference to a person includes a partnership and a body corporate; (g) a reference to legislation includes legislation repealing, replacing or amending that legislation; (h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings; (i) in the event of an inconsistency between the terms of this (j) Contract and the Bid document and the Proposal, the terms of this Contract hereof shall prevail

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

<p>2.1 Conditions Precedent</p>	<p>This Contract is subject to the fulfillment of the following conditions precedent by the Supplier.</p> <ol style="list-style-type: none"> a. Furnishing by the Supplier, an unconditional, irrevocable and continuing Bank Guarantee of the sum equivalent to 10% of the Total Contract Value, in the format provided along with the RFP which would remain valid until 42 months after the signing of the Contract. b. Obtaining of all statutory and other approvals required for the performance of the Services under this Contract. This may include approvals/clearances, wherever applicable, that may be required for execution of this contract. c. Furnishing of such other documents as the Purchaser may specify. d. The Purchaser reserves the right to waive any or all of the conditions specified above in writing and no such waiver shall affect or impair any right, power or remedy that the Purchaser may otherwise have.
<p>2.2 Effectiveness of Contract</p>	<p>This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date. The total time period of contract would be as specified in SC 2.4</p>
<p>2.3 Commencement and Progress of Services</p>	<ol style="list-style-type: none"> (a) The Supplier shall begin and complete the supply, installation and commissioning of Biometric Devices within 4 weeks from the issuance of LOI. (b) The Supplier shall subject to the fulfillment of the conditions precedent set out in Clause 2.2 of this section, commence the performance of its obligations in a manner as specified in the Scope of Work. (c) The Supplier shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract. (d) The Supplier shall be responsible for and shall ensure that all activities / services are performed in accordance with the Contract, Scope of Work, SLA and that the Supplier's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out here under. (e) The Bidder shall perform the activities / services and carry out its obligations under the Contract with due diligence, efficiency

	<p>and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. The Supplier shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third parties.</p> <p>(f) The supplier will ensure that all the hardware, software and other related equipment conform to all the specifications and guidelines as defined in the RFP.</p>
<p>2.4 Status Reports</p>	<p>(a) Supplier shall provide location-wise complete report for the supply, installation and commissioning of Biometric Devices.</p> <p>(b) After the commissioning of Biometric Devices has been completed, the Supplier shall provide a monthly report of all issues logged, date and time of logging the issue, details of user who logged the issue, resolution provided and date and time of the resolution on a monthly basis.</p> <p>(c) The Supplier shall be penalized for non-compliance of Performance Indicators as per Appendix D. The Purchaser may demand and upon such demand being made, the Supplier shall provide documents, data, material or any other information which the Purchaser may require, to enable it to assess the quality and performance of warranty services rendered by the Supplier.</p> <p>(d) At any time during the course of the Contract, the Purchaser shall have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the quality and performance of goods and services supplies by the Supplier of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the Supplier undertakes to cooperate with and provide to the Purchaser/ any other agency appointed by the Purchaser, all Documents and other details as may be required by them for this purpose.</p> <p>(e) Should the rate of progress at any time fall behind the stipulated time for completion or is found to be too slow to</p>

	<p>ensure completion of the works by the stipulated time, or is in deviation to RFP requirements/ standards, the Purchaser's representative shall so notify the Supplier in writing.</p> <p>(f) The Supplier shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to RFP requirements. The Supplier shall not be entitled to any additional payment for taking such steps.</p>
2.5 Expiration of Contract	Unless terminated earlier pursuant to Clause GC 2.3 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
2.6 Entire Agreement	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
2.7 Modifications or Variations	<p>(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>(b) In cases of substantial modifications or variations, the prior written consent of the Purchaser is required.</p>
2.8 Force Majeure	
2.8.1 Definition	<p>(a) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>(b) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</p>
2.8.2 No Breach of Contract	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of

	such an event.
2.8.3 Measures to be Taken	<p>(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than seven (7) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Supplier, upon instructions by the Purchaser, shall either:</p> <ul style="list-style-type: none"> i. Demobilize,; or ii. Continue with the Services to the extent possible, in which case the Supplier shall continue to be paid proportionately and on prorata basis, under the terms of this Contract. <p>(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.</p>
2.9 Suspension	The Purchaser may, by written notice of suspension to the Supplier, suspend all payments to the Supplier hereunder if the Supplier fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Supplier to remedy such failure, if capable of being remedied, within a period not exceeding fifteen (15) days after receipt by the Supplier of such notice of suspension.
2.10 Termination	
2.10.1 Termination of Contract for Failure to Become Effective	If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than fifteen (15) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

<p>2.10.2 By the Purchaser</p>	<p>The Purchaser may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (j) of this Clause GC 2.10.2. In such an occurrence the Purchaser shall give a not less than fifteen (15) days' written notice of termination to the Supplier, and thirty (30) days' in the case of the event referred to in (e).</p> <p>(a) If the Supplier does not remedy a failure in the performance of their obligations under the Contract, within fifteen (15) days after being notified or within any further period as the Purchaser may have subsequently approved in writing.</p> <p>(b) If the Supplier becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.</p> <p>(c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>(d) If, as the result of Force Majeure, the Supplier are unable to perform a material portion of the Services for a period of not less than thirty (30) days.</p> <p>(e) If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>(f) If the Supplier submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.</p> <p>(g) If the Supplier places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.</p> <p>(h) If the Supplier fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>(i) If the Supplier fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>(j) In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause GC Clause 2.10.2, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, services and products similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar services and products. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>
<p>2.10.3 By the Supplier</p>	<p>The Suppliers may terminate this Contract, by not less than thirty (30) days' written notice to the Purchaser, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d)</p>

	<p>of this Clause GC 2.10.3:</p> <p>(a) If the Purchaser fails to pay any money due to the Supplier pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Supplier that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than thirty (30) days.</p> <p>(c) If the Purchaser fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.</p> <p>(d) If the Purchaser is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Supplier may have subsequently approved in writing) following the receipt by the Purchaser of the Supplier's notice specifying such breach.</p>
2.10.4 Cessation of Rights and Obligations	<p>Upon termination of this Contract pursuant to Clauses GC 2.10.1 or GC 2.10 hereof, or upon expiration of this Contract pursuant to Clause GC 2.5 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Supplier's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.</p>
2.10.5 Cessation of Services	<p>Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.10.2 or GC 2.10.3 hereof, the Supplier shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents, data, and/ or any other material prepared by the Supplier and equipment and materials furnished by the Purchaser, the Supplier shall proceed as provided, respectively, by Clauses GC 3.11 or GC 3.12 hereof.</p>
2.10.6 Payment upon Termination	<p>Upon termination of this Contract pursuant to Clauses GC 2.10.2 or GC 2.10.3, the Purchaser shall make the following payments to the Supplier:</p> <p>(a) If the Contract is terminated pursuant to Clause GC 2.10.2 (d), (e), (g), (h) or 2.10.3, remuneration pursuant to Clause GC 6.3(c) hereof for goods and services satisfactorily delivered prior to the effective date of termination.</p>

	<p>(b) If the agreement is terminated pursuant of Clause GC 2.10.2 (a) to (c) and (f) to (i), the Supplier shall not be entitled to receive any agreed payments upon termination of the contract. However, the Purchaser may consider making payment for the part satisfactorily performed on the basis of Quantum Meruit as assessed by it, if such part is of economic utility to the Purchaser. Applicable under such circumstances, upon termination, the Purchaser may also impose liquidated damages as per the provisions of Clause GC 9 of this agreement. The Supplier will be required to pay any such liquidated damages to Purchaser within thirty (30) days of termination date.</p>
<p>2.10.7 Disputes about Events of Termination:</p>	<p>If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.10.2 or in Clause GC 2.10.3 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</p>
<p>2.11 Extension of Contract</p>	<p>The contract may be extended for a further period at the same terms and conditions subject to mutual consent of the Purchaser and Supplier. The Purchaser shall notify in writing to the Supplier, at least two weeks before the expiration of the Term hereof, whether extension of the Term to Supplier is being considered. The rates used for the calculation of the Total Contract Value as given in Appendix A shall be effective for such extension.</p> <p>Where the Purchaser is of the view that no further extension of the term be granted to the Supplier, the contract will come to an end automatically at the end of contract period.</p>
<p>2.12 Measurements and Arithmetic Conventions</p>	<p>All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest Rupee.</p>
<p>2.13 Ambiguities within Agreement</p>	<p>In case of ambiguities or discrepancies within this Contract, the following principles shall apply:</p> <p>(a) as between two clauses of this Contract, the provisions of a specific clause relevant to the issue under consideration shall prevail over those in a general clause;</p> <p>(b) as between the provisions of this Contract and the Schedules, the</p>

	<p>Contact shall prevail, save and except as expressly provided otherwise in the Contract or the Schedules; and</p> <p>(c) Arithmetic errors shall be corrected.</p> <p>(d) as between any value written in numerals and that in words, the lower of the two shall be considered.</p>
2.14 Priority of Documents	<p>This Contract, including its Schedules, represents the entire Agreement between the parties as noted in this clause. If in the event of a dispute as to the interpretation or meaning of this Contract it should be necessary for the parties to refer to documents forming part of the bidding process leading to this Contract, then such documents shall be relied upon and interpreted in the following descending order of priority:</p> <p>(a) Any clarifications / amendments issued by the State UID Registrar, Haryana on the Contract and SLA, Schedules and Annexures.</p> <p>(b) This Contract along with the SLA Agreement, Schedules and annexure;</p> <p>(c) Request for Proposal and addendum / corrigendum to the Request for Proposal (if any).</p> <p>For the avoidance of doubt, it is expressly clarified that in the event of a conflict between this Contract, Annexure / Schedules or the contents of the RFP, the terms of this Contract shall prevail over the Annexure / Schedules or the contents and specifications of the RFP.</p>

3. OBLIGATIONS OF THE SUPPLIER

3.1. General	
3.1.1. Standard of Performance	<p>The Supplier shall deliver goods and Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third Parties.</p>
3.2.1. Suppliers Not to Benefit from Commissions,	<p>The payment of the Supplier pursuant to Clause GC 6 shall constitute the Supplier's only payment in connection with this Contract or the Services, and the Supplier shall not accept for their</p>

Discounts, etc.	own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Supplier shall use their best efforts to ensure that the Personnel and agents of either of them similarly shall not receive any such additional payment.
3.2.2. Prohibition of Conflicting Activities	The Supplier shall not engage, and shall cause their Personnel as well as and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
3.3. Confidentiality	Except with the prior written consent of the Purchaser, the Supplier and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
3.4. Information Security	The Supplier and Supplier's Team shall follow the Information Security policy and any guidelines regarding information security and documentation issued from time to time by the Purchaser or Government of Haryana.
3.5. Accounting, Inspection and Auditing	The Supplier (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall permit the Purchaser or its designated representative and/or the Purchaser and up to five years from expiration or termination of this Contract, , if required, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Purchaser or the Purchaser, if so required by the Purchaser or the Purchaser as the case may be.
3.6. Sub-contracting	The Supplier shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract.
3.7. Reporting Obligations	The Supplier shall submit to the Purchaser the acceptance sign off reports specified in Appendix B hereto, in the form, for all locations where the delivery is made.
3.8. Ownership and	Forthwith upon expiry or earlier termination of this Contract and at

Retention of Documents	any other time on demand by the Purchaser, the Supplier shall deliver to the Purchaser all Documents provided by or originating from the Purchaser and all Documents produced by or from or for the Supplier in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Supplier shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.
3.9. Rights of Use	All rights of use of any process, product, service, or data developed, generated, or collected, or any other task performed by the Supplier under the execution of the contract, would lie exclusively with the Purchaser or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the Supplier shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favor of the Purchaser or its nominated agencies.
3.10. Equipment, Vehicles and Materials Furnished by the Purchaser	Equipment, vehicles and materials provided by the Supplier pursuant to the scope of work of the Supplier under this contract to the Purchaser, shall be the property of the Purchaser and shall be marked accordingly.
3.11. Equipment and Materials Provided by the Suppliers	Equipment or materials brought into India by the Supplier and the Personnel and used either for the Project or personal use, other than those specifically sought to be purchased by the Purchaser through this contract shall remain the property of the Supplier or the Personnel concerned, as applicable.
3.12. Assignment	The Supplier shall not assign, in whole or in part, their obligations under this Contract

4. SUPPLIER'S PERSONNEL

4.1 General	The Supplier shall employ and provide such qualified and experienced Personnel as are required to carry out the Commissioning and maintenance Services under this contract.
4.2 Nodal Officer	The Supplier shall ensure that at all times during the Supplier's performance of the Services a Nodal officer, acceptable to the Purchaser, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE PURCHASER

5.1 Assistance and Exemptions	Unless otherwise specified in the SC, the Purchaser shall use its best efforts to ensure that the Government shall issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
5.2 Payment	In consideration of the Services performed by Supplier under this Contract, the Purchaser shall make to the Supplier such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. PAYMENTS TO THE SUPPLIER

6.1 Total Cost of Services	(a) The total cost of the Services payable is set forth in Appendix A as per the Supplier's proposal to the Purchaser Except as may be otherwise agreed under Clause GC 2.7, payments under this Contract shall not exceed the amount specified in Appendix A.; taxes and duties being paid on actuals.
6.2 Currency of Payment	All payments shall be made in Indian Rupees
6.3 Terms of Payment	<p>The payments in respect of the Services shall be made as follows:</p> <p>(a) Payments shall be made to the Supplier by the Purchaser as per the agreed terms and conditions of the RFP.</p> <p>(b) All payments under this Contract shall be made to the accounts of the Supplier specified in the SC.</p> <p>(c) All payments to be made by Purchaser to the Supplier in accordance with the prices quoted by the Bidder in his Commercial Bid and shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable including costs of maintenance, if any and Purchaser shall not be liable to pay any such levies/other charges under or in relation to this Contract and/or the Services other than taxes and duties which shall be paid on actuals.</p> <p>(d) Payment shall be paid at the times and in the manner set out in the Payment schedule as specified under Scope of Work, against value of contract. Taxes and duties shall be charged on actuals as per the applicable rates. However, Service Tax shall be reimbursed against submission of payment proofs. Works contract taxes, if any applicable, shall be reimbursed against actual and against submission of payment proofs.</p>

- (e) No invoice for extra work/change order on account of change order will be submitted by the Supplier unless the said extra work /change order has been approved by the Purchaser as per mutually agreed rates in writing in accordance with Clause on Change order.
- (f) In the event of Purchaser noticing at any point of time that any amount has been disbursed wrongly to the Supplier or any other amount is due from the Supplier to the Purchaser, the Purchaser shall, after notifying the Authorized Representative of the Supplier in writing and without prejudice to its rights, deduct such amount from any payment due to the Supplier or recover such amounts by other means. The details of such recovery, if any, will be intimated to the Supplier within a stipulated time frame as agreed to by both the parties.
- (g) In the event of the Supplier noticing at any point of time that there has been short payment by the Purchaser on any invoice, the Supplier shall bring it to the record of the Authorized Representative of the Purchaser. The amount due to the Supplier will be released through a fresh invoice or as mutually agreed to by both the parties.

Deductions:

- (h) All payments to the Supplier shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which Purchaser may have paid or incurred, for which under the provisions of the Contract, the Supplier is liable, the same shall be deducted by Purchaser from any dues to the Supplier. All payments to the Supplier shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Purchaser to the Supplier on chargeable basis.

Duties, Taxes and Statutory levies.

- (i) The Supplier shall bear all personnel taxes levied or imposed on account of payment received under this Contract. The Bidder shall bear all corporate taxes, levied or imposed on the Bidder on account of payments received by it from the Purchaser for the work done under this Contract.
- (j) Supplier shall bear all taxes and duties etc. levied or imposed on the Supplier under the Contract including but not limited to Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, VAT, Works Contracts Tax and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof up to the date for submission of final price

	<p>bid, i.e., on account of payments received by him for the work done under the Contract. It shall be the responsibility of the Supplier to submit to the concerned tax authorities the returns and all other connected documents required for this purpose. The Supplier shall also provide Purchaser such information, as it may be required in regard to the Bidder's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The amount of tax withheld by Purchaser shall at all times be in accordance with Indian Tax Law and shall promptly furnish to the Supplier original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.</p> <p>(k) If there is any reduction in taxes / duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser.</p> <p>(l) The Supplier shall be solely responsible for the payment /fulfillment of its tax liabilities and obligations under the Income Tax Act and other such laws in force and the Purchaser shall not bear responsibility for the same. Supplier shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the Purchaser/Supplier.</p> <p>(m) The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Supplier at the rates in force, from the amount due to the Supplier and pay to the concerned tax authority directly.</p> <p>(n) In case of early termination of the contract, Assessment shall be made of work done from the previous payment period, for which the payment is made or is to be made till the date of the termination. The Supplier shall provide the details of the services performed during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the rate as specified.</p> <p>(o) The final settlement of payment will be made only after completion of contract period and deduction of penalties (if any). Performance Bank Guarantee shall only be released after the contract period. The supplier shall be obliged to extend the validity of the Performance Bank Guarantee till such time.</p>
--	---

7. GOOD FAITH

7.1 Good Faith	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
7.2 Operation of the Contract	The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement	Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.
8.2 Arbitration	<p>(a) In the case of dispute arising upon or in relation to or in connection with the contract between the Purchaser and the Supplier, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 1 (one) arbitrator i.e. DDG, UIDAI RO, Chandigarh.</p> <p>(b) Arbitration proceedings shall be held at the place indicated in SC 8.2 (b) and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(c) The decision of the arbitrator shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Purchaser and the Supplier. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All</p>

	arbitration awards shall be in writing and shall state the reasons for the award.
--	---

9. LIQUIDATED DAMAGES

9.1	The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.
9.2	The amount of liquidated damages for services under this Contract shall not exceed 10 % of the Contract Value.
9.3	<p>The liquidated damages shall be applicable under the following circumstances:</p> <ul style="list-style-type: none"> (a) Except as provided under GC 2.7, if the Supplier fails to perform the services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, levy a penalty, as liquidated damages, in accordance with the conditions specified in Appendix D. (b) In addition, the Supplier is liable to the Purchaser for payment of penalty as specified in the SLA (c) If the services supplied do not meet the minimum specifications and requirements as per the Contract, and the same is not modified to meet the requirements within fourteen (14) days of being informed by the Purchaser, the Purchaser shall be free to impose any penalty as deemed fit. In addition, the Purchaser shall reserve the right to terminate the contract and recover the liquidated damages by forfeiting the performance guarantee submitted by the Supplier

10. SEVERANCE

If any provision of this contract is held unenforceable, then such provision will be modified to reflect the parties’ intention. All the remaining provisions of the Contract shall remain in full force and effect.

11. ADHERENCE TO RULES & REGULATIONS

11.1 Adherence to Safety Procedures, Rules, Regulations, & Restrictions	<p>(a) The Supplier shall comply with the provisions of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and the Supplier shall abide by these laws.</p> <p>(b) Access to the Purchaser's locations shall be restricted to only essential personnel belonging to the Supplier who are genuinely required for execution of work or for carrying out management/maintenance who have been explicitly authorised by the Purchaser. The Supplier shall maintain a log of all activities carried out by each of its personnel.</p> <p>(c) The Supplier shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Supplier shall adhere to all security requirement/regulations of the Purchaser during the execution of the work.</p> <p>(d) The Supplier shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of non-compliance or violation of laws including Information Technology Act, 2000 (and amendments thereof).</p> <p>(e) The Supplier shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations</p> <p>(f) The Supplier shall at all times indemnify and keep indemnified the Purchaser for any situation arising out of this clause while providing its services under the Project.</p>
--	--

12. INDEMNITY AND LIMITATION OF LIABILITY

12.1 Indemnity	<p>The Supplier shall indemnify the Purchaser from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:</p> <p>a. any negligence or wrongful act or omission by the Supplier or the Supplier's Team or any third party associated with Supplier in</p>
-----------------------	---

	<p>connection with or incidental to this Contract; or</p> <p>b. Any breach of any of the terms of the Supplier's bid as agreed, the RFP and this Contract by the Supplier or any third party.</p> <p>c. Any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof.</p> <p>The Supplier shall also indemnify the Purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, and movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.</p>
<p>12.2 Limitation of Liability</p>	<p>Except in case of gross negligence or willful misconduct:</p> <p>a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and</p> <p>b) The aggregate liability of the Supplier to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>

13. MISCELLANEOUS PROVISIONS

<p>13.1 Miscellaneous Provisions</p>	<p>(i) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.</p> <p>(ii) The Supplier shall notify the Purchaser of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.</p> <p>(iii) The Supplier shall at all times indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.</p> <p>(iv) The Supplier shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any</p>
---	--

	<p>damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Supplier.</p> <p>(v) The Supplier shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Supplier, in respect of wages, salaries, remuneration, compensation or the like.</p> <p>(vi) All claims regarding indemnity shall survive the termination or expiry of the Contract.</p> <p>(vii) All materials provided to the Purchaser by Supplier are subject to Country laws such as RTI etc. applicable to State.</p> <p>(viii) The Supplier shall not make or permit to be made a public announcement or media release about any aspect of the Contract without a written consent from the Purchaser</p>
--	--

Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.5	<p>The addresses are:</p> <p>Purchaser: <i>Department of Revenue & Disaster Management cum State UID Registrar, Haryana, New Secretariat Haryana, Sector 17, Chandigarh</i></p> <p>Attention: <i>The Nodal Officer</i></p> <p>E-mail: <i>usruidhry@gmail.com</i></p> <p>Supplier (Name and Address): _____</p> <p>Authorized Representatives: _____</p> <p>Contact Number(s): Land Line: _____</p> <p style="padding-left: 150px;">Mobile: _____</p> <p>E-mail: _____</p>
2.1	The effective date of the Contract: XX/XX/XXXX
2.4	The time period shall be 36 months from the date of signing of contract between both the parties.
6.2	The amount in Indian Rupees (INR) is <i>[insert amount]</i> .
6.3	<p><u>General terms and conditions of Payment Schedule</u></p> <p>1) All payments shall be made by the Purchaser in favor of the Supplier.</p>

- 2) Payments shall be made to the Supplier by the Purchaser after deduction of penalties as applicable. Unless stated otherwise, all penalties incurred will be accumulated for every year and total value corresponding to all penalties in this time period would be adjusted against the payments to be made to the successful bidder in that year.
- 3) Notwithstanding anything contained in the payment schedule mentioned below, if in the opinion of the Purchaser, any work done or supply made or service rendered by Supplier is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Supplier, till such work/ supply/ service is made confirming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract.
- 4) All payments under this Contract shall be made to the account of the Supplier with (Bank & A/c No.):

Payments will be made by the Purchaser to the Supplier as per Contract Value quoted in the Formats for Financial Bid and agreed in the Contract, as follows:

Payment Schedule

S. No	Payment Schedule	Fee Payable	Doc um
1.	On delivery, installation and commissioning of the Biometric Devices at the locations specified by the State Government.	85% of the Order value of the quantity delivered	Payable against the following: 1) Original Invoice 2) Delivery acknowledgment at Permanent Enrolment Center Level
2.	On completion of Warranty of 1 year from the date of acceptance sign off.	5% of the Order value	Payable against successful completion of warranty for the period of 1 year from the date of
3.	On completion of Warranty of 2 years from the date of acceptance sign off.	5% of the Order value	Payable against successful completion of warranty for the period of 2 years from the date of

	4.	On completion of Warranty of 3 years from the date of acceptance sign off.	5% of the Order value	Payable against successful completion of warranty for the period of 3 years from the date of
8.2 (b)	The Arbitration proceedings shall take place in Chandigarh in India.			

Appendix A

To,
 MD Hartron
 SCO – 109 - 110,
 Sector – 17 B,
 Chandigarh

I/We hereby tender for the supply of original Biometric Devices and provision of services during the warranty period, as per the specifications given in this RFP document within the time specified and in accordance with the specifications and instructions. Mentioned below are the rates quoted in the prescribed format:

Particulars		Iris Scanner with 3 years warranty (I)	Fingerprint Scanner with 3 years warranty (F)
(a) Price per item in INR (Exclusive of all taxes)*			
(b) Applicable Taxes/Duties/Cess etc. at current rates (Please provide breakup for each tax / duty / cess etc.).	Tax/Duty/Cess 1		
	Tax/Duty/Cess 2		
 etc		
Price per item in INR (inclusive of all taxes at current rates) in figures			
Price per item in INR (inclusive of all taxes at current rates) in words			
Total Contract Value in figures (I*300) + (F*300)			
Total Contract Value in words (I*300) + (F*300)			

The contracted rate shall be applicable for six months. Hartron on behalf of State UID Registrar, Haryana may ask the selected Bidder to provide additional quantity** (of any item) at the same terms and conditions during these six months.

**This shall include all the costs as per the Scope of Work including costs of equipment, transportation and any other operational costs. All the figures to be specified in each column, in numerical and words, are to be filled by hand and duly signed.*

**** Quantity may be increased or decreased.**

Appendix B

(Draft Format)

Inspection Report

1.	Ref no: << Tender No>>	:	DATE: XX/XX/XXXX
2.	Name of the indenter/Consignee with detailed address	:	<<To be filled by Bidder>>
3.	Supply order No.	:	<<To be filled by Bidder>>
4.	Name and Address of the Bidder	:	<<To be filled by Bidder>>
5.	Serial No. and Month & Year of Manufacturing of Iris Scanner and Fingerprint Scanner	:	<<To be filled by Bidder>>
Inspection Parameters:		Compliance (Yes/No)	
1	Any physical damage.		
2	Complete Package: Iris Scanner, Fingerprint Scanner, Cable(s), Driver Discs etc.		
3	Devices operational after being connected to a power source		
4	User Manuals comprising of specifications and operational instructions		
5	Do's and Don'ts instructions		
6	Warranty card containing- <ul style="list-style-type: none"> Name, address and contact numbers of the Service Centre(s). Beneficiary name, address and date of issue. 		
7	Quality certificate from OEM has been provided		
Package Accepted			
Remarks:			
Name, designation, contact number of the nodal person from concerned location present during inspection:			

Signature of successful Bidder’s Representative

Name:
Contact No.:

Signature of PEC Nodal Officer

Name:
Contact No.

Signature of District Nodal Officer

Name:
Contact No.

Appendix C

One set (IRIS & FINGERPRINT Scanner) of the product to be delivered at each 151 following locations. The list of other 149 locations will be provided at the time of issuing of LOI. **Any change will be indicated at the time of issuance of LOI.**

<u>List of Locations for Setting-up PECs in the State</u>		
Sr. No.	Name of District	Location*
1.	Ambala	DC Office, Ambala
2.		SDM Office, Naraingarh
3.		SDM Office, Barara
4.		Sub-Tehsil Ambala Cantt.
5.		Sub-Tehsil Mulana
6.		Sub-Tehsil Saha
7.		Sub-Tehsil Shajadpur
8.	Bhiwani	DC Office
9.		SDM Office Bhiwani
10.		SDM Office Tosham
11.		SDM Office Dadri
12.		SDM Office Loharu
13.		SDM Office Siwani
14.		Tehsil Office Bhawani Khera
15.		Tehsil Office Badhra
16.		Sub-Tehsil Office Bond Kalan
17.		Sub-Tehsil Bahal
18.	Faridabad	DC Office Faridabad
19.		SDM Office Ballabgarh
20.		SDM Office Faridabad
21.		Sub-Tehsil Office Mohana

<u>List of Locations for Setting-up PECs in the State</u>		
Sr. No.	Name of District	Location*
22.		Sub-Tehsil Office Tigaon
23.	Fatehabad	DC Office Fatehabad
24.		SDM Office Fatehabad
25.		SDM Office Tohana
26.		SDM Office Ratia
27.		Sub-Tehsil Office Bhuna
28.		Sub-Tehsil Office Bhattu Kalan
29.		Sub-Tehsil Office Jakhal
30.		Sub-Tehsil Office Kulan
31.	Gurgaon	DC Office Gurgaon
32.		SDM Office Gurgaon (North)
33.		SDM Office Gurgaon (West)
34.		SDM Office Patuadi
35.		Tehsil Office Sohana
36.		Tehsil Office Farukh Nagar
37.		Tehsil Office Manesar
38.	Hisar	DC Office Hisar
39.		SDM Office Hisar
40.		SDM Office Hansi
41.		SDM Office Barwala
42.		Tehsil Office Adampur
43.		Tehsil Office Narnaul
44.		Sub-Tehsil Office Uklana Mandi
45.		Sub-Tehsil Office Bass

<u>List of Locations for Setting-up PECs in the State</u>		
Sr. No.	Name of District	Location*
46.		Sub-Tehsil Office Balsamand
47.	Jhajjar	DC Office Jhajjar
48.		SDM Office Jhajjar
49.		SDM Office Beri
50.		SDM Office Bahadurgarh
51.		Tehsil Office Matanhel
52.		Sub-Tehsil Office Sahlawas
53.	Jind	DC Office Jind
54.		SDM Office Jind
55.		SDM Office Safidon
56.		SDM Office Narwana
57.		Tehsil office Julana
58.		Sub-Tehsil Office Alewa
59.		Sub-Tehsil Office Pillukhera
60.		Sub-Tehsil Office Uchana
61.	Kaithal	DC Office Kaithal
62.		SDM Office Kaithal
63.		SDM Office Ghula
64.		SDM Office Kalayat
65.		Tehsil Office Fatehpur Pundri
66.		Sub-Tehsil Office Dhand
67.		Sub-Tehsil Office Rajaund
68.		Sub-Tehsil Office Siwan
69.	Karnal	DC Office Karnal

<u>List of Locations for Setting-up PECs in the State</u>		
Sr. No.	Name of District	Location*
70.		SDM Office Karnal
71.		SDM Office Assandh
72.		SDM Office Indri
73.		Tehsil Office Nilokheri
74.		Tehsil Office Ghauranda
75.		Sub-Tehsil Office Nishing
76.		Sub-Tehsil Office Ballah
77.		Sub-Tehsil Office Nigdhu
78.	Kurukshetra	DC Office Kurukshetra
79.		SDM Office Thanesar
80.		SDM Office Pehowa
81.		SDM Office Shahabad
82.		Sub-Tehsil Office Ladwa
83.		Sub-Tehsil Office Ismailabad
84.		Sub-Tehsil Office Babain
85.	Mahendergarh	DC Office Mahendergarh
86.		SDM Office Mahendergarh
87.		SDM Office Narnaul
88.		SDM Office Kanina
89.		Tehsil Office Nangal Chaudhary
90.		Tehsil Office Ateli
91.		Sub-Tehsil Office Satnali
92.	Mewat	DC Office Mewat
93.		SDM Office Firozpurjhirka

<u>List of Locations for Setting-up PECs in the State</u>		
Sr. No.	Name of District	Location*
94.		SDM Office Nuh
95.		Tehsil Office Punhana
96.		Tehsil Office Tawaru
97.		Sub-Tehsil Office Nagina
98.	Palwal	DC Office Palwal
99.		SDM Office Palwal
100.		SDM Office Hodal
101.		SDM Office Hathin
102.		Sub-Tehsil Office Hasanpur
103.		Sub-Tehsil Office Bahin
104.	Panchkula	DC Office Panchkula
105.		SDM Office Panchkula
106.		SDM Office Kalka
107.		Sub-Tehsil Office Barwala
108.		Sub-Tehsil Office Morni
109.		Sub-Tehsil Office Raipur Rani
110.	Panipat	DC Office Panipat
111.		SDM Office Panipat
112.		SDM Office Samalkhan
113.		Tehsil Office Israna
114.		Tehsil Office Bapouli
115.		Sub-Tehsil Office Matlauda
116.	Rewari	DC Office Rewari
117.		SDM Office Rewari

List of Locations for Setting-up PECs in the State		
Sr. No.	Name of District	Location*
118.		SDM Office Kosli
119.		SDM Office Bawal
120.		Sub-Tehsil Office Dharuhera
121.		Sub-Tehsil Office Dahina
122.		Sub-Tehsil Office Manethi
123.		Sub-Tehsil Office Nahar
124.	Rohtak	DC Office Rohtak
125.		SDM Office Rohtak
126.		SDM Office Meham
127.		SDM Office Sampla
128.		Tehsil Office Kalanaur
129.		Sub-Tehsil Office Lakhan Majra
130.	Sirsa	DC Office Sirsa
131.		SDM Office Sirsa
132.		SDM Office Dabwali
133.		SDM Office Ellanabad
134.		SDM Office Kalanwali
135.		Tehsil Office Nathusari Chopta
136.		Tehsil Office Rania
137.		Sub-Tehsil Office Gauriwala
138.	Sonepat	DC Office Sonepat
139.		SDM Office Sonepat
140.		SDM Office Gohana
141.		SDM Office Ganaur

<u>List of Locations for Setting-up PECs in the State</u>		
Sr. No.	Name of District	Location*
142.		SDM Office Kharkhoda
143.		Sub-Tehsil Office Khanpur Kalan
144.		Sub-Tehsil Office Rai
145.	YamunaNagar	DC Office YamunaNagar
146.		SDM Office Jagadhari
147.		SDM Office Bilaspur
148.		Tehsil Office Chhachharauli
149.		Tehsil Office Radhaur
150.		Sub-Tehsil Office Sadhaura
151.		Sub-Tehsil Office Mustfabad

District-wise Summary of Locations

#	District	DC Office	Sub-Division Office	Tehsil Office	Sub-Tehsil Office	Total
1.	Ambala	1	2	0	4	7
2.	Bhiwani	1	5	2	2	10
3.	Faridabad	1	2	0	2	5
4.	Fatehabad	1	3	0	4	8
5.	Gurgaon	1	3	3	0	7
6.	Hisar	1	3	2	3	9
7.	Jhajjar	1	3	1	1	6
8.	Jind	1	3	1	3	8
9.	Kaithal	1	3	1	3	8
10.	Karnal	1	3	2	3	9
11.	Kurukshetra	1	3	0	3	7
12.	Mahendergarh	1	3	2	1	7
13.	Mewat	1	2	2	1	6
14.	Palwal	1	3	0	2	6
15.	Panchkula	1	2	0	3	6
16.	Panipat	1	2	2	1	6
17.	Rewari	1	3	0	4	8
18.	Rohtak	1	3	1	1	6
19.	Sirsa	1	4	2	1	8
20.	Sonepat	1	4	0	2	7
21.	Yamuna Nagar	1	2	2	2	7
Total		21	61	23	46	151

Appendix D

Sr. No.	Issue	Criticality	Resolution Time	Penalty
1.	The successful Bidder needs to deliver 100% of the ordered quantity of Biometric Devices within 4 weeks from issuance of LOI.	High	Within 4 weeks from issuance of LOI	No penalty is imposed.
			Within 5 weeks from issuance of LOI	5% of the value of undelivered quantity.
			Within 6 weeks from issuance of LOI	Additional 5% of the value of undelivered quantity.
			More than 6 weeks from the issuance of LOI	Additional 5% per week for every subsequent week subject to a max of total 8 weeks. If not, Performance Bank Guarantee of the successful Bidder will be forfeited.
2.	The successful Bidder needs to replace the supplied Biometric Device(s) or any other peripheral which did not pass the post-delivery inspection conducted by Nodal officer.	High	Within 4 working days from the time Biometric Device(s) are rejected during post-delivery inspection.	No penalty is imposed.
			Within 7 working days from the time Biometric Device(s) are rejected during post-delivery inspection.	10% of the total value of the rejected Biometric Device(s)

			More than 7 working days from the time Biometric Device(s) are rejected during post-delivery inspection.	10% of the total value of the rejected Biometric Device(s) subject to a maximum of total 12 days. If not, equal amount of device will be deducted from Performance Bank Guarantee.
3.	Any hardware or software issue related to the Biometric Device(s).	High	Within 2 working days from the reporting of issue	No penalty is imposed.
			Within 3 working days from the reporting of issue	2 % of the value of the Biometric Device(s).
			Within 4 working days from the reporting of issue	3% of the value of the Biometric Device(s).
			More than 4 working days from the reporting of issue	5% of the value of the Biometric Device(s), subject to a maximum of total 7 days. After 7 days Bidder shall replace the Biometric Device(s) with a new one. If not, equal amount of device will be deducted from Performance Bank Guarantee.