

REQUEST FOR PROPOSAL (RFP)

**Supply, Installation, Testing and Commissioning and
maintenance of Aadhar Enrollment and Authentication
devices**

Tender No: Aadhar/Excise/2022/01

Dated: 06/04/2023

**Department of Prohibition, Excise and Registration Government of
Bihar**

1. Introduction

- a) The Department of Prohibition, Excise and Registration invites bids from eligible agencies for the supply, installation, testing, commissioning, and maintenance of the Aadhar enrollment and Aadhar authentication devices at the various Prohibition Thanas of the Department.
- b) All proposals submitted in response to the RFP document must be accompanied by an EMD of Rs 2,00,000 (Rupees Two lakhs Only) in the form of Bank Guarantee in **favor of Excise Commissioner Cum I.G. Registration, Account Number – 922020004238912, Branch Name – AXIS Bank Limited, Raja Bazar, payable at Patna**. Bids submitted without adequate EMD will be liable for rejection.
- c) The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

2 Schedule of Bid Process

SL#	Information	Details
1.	RFP No. and Date of availability	Aadhar/Excise/2023/01, Available for download from 06 April 2023, 6:00 PM onwards till 21 April 2023, 4:00 PM
2.	Last date for submission of written queries for clarifications	8 April 2023, 5:00 pm Email: excise-bih@nic.in
3.	Date of pre-bid conference	11 April 2023, 4:00 pm at Conference Room, Department of Prohibition, Excise and Registration, Vikash Bhawan, New Secretariat, Patna – 800 015
4.	Release of response to clarifications	13 April 2023, 5:00 PM
5.	Last date of submission of bid	21 April 2023, 4:00 PM
6.	Opening of Technical Bids	21 April 2023, 4:30 PM
7.	Opening of Financial Bids	To be intimated
8.	Contact person for queries	Smt. Renu Sinha Assistant Commissioner, Excise Email: excise-bih@nic.in

3. Project Background

As per the new Excise Policy, 2015 of the Government of Bihar, Government has decided to effectively monitor consumption of alcohol by citizens. The Department of Prohibition, Excise and Registration ("The Department") works closely with other departments like Police and Administration to effectively implement the policy. The Department is using Breath analyzer to conduct alcohol test of the citizens. If found positive, the offender is brought to the Prohibition Thanas of the Excise Department for identification and further action. The Department shall use the Aadhar devices for the verification of the offenders at the Prohibition Thanas.

4. Scope of work

a) The bidder shall provide Aadhar Enrollment and Aadhar authentication devices to the Department on rental basis. The Department shall require one biometric/fingerprint device for each Prohibition Thanas.

b) The Department shall require approx. 45 Aadhar devices (Enrollment and/or Authentication). However, this number is indicative, Department may increase or decrease the number of the devices as per the requirement of the Department.

c) The contract shall be for initially valid for a period of three years, which may be further extended depending upon the requirement of the Department.

d) The Aadhar devices shall strictly be as per UIDAI norms including continuous updates as and when released by UIDAI.

e) The bidder shall be responsible for the entire set up and operation of the Aadhar devices at the Prohibition thanas of the state. The Department reserves the right to shift the equipment to a suitable location depending upon the need. The vendor will arrange to shift the equipment and install and commission the same at no additional cost.

f) The bidder shall supply, install and commission the devices at the required locations within 2 weeks' time from the issue of LOI/Work Order.

g) If required, bidder shall arrange a demo of its Aadhaar Kits with no extra cost to the Department, failing to which bidder will not be considered for further processing.

h) The bidder shall comply with all security regulations under Aadhaar Act, and with other relevant acts/specifications/ latest guidelines / amendments.

i) Each Thanas/Centre shall have one Aadhar kit (Fingerprint/IRIS scanner, GPS device, web camera, monitor, printer, UPS with minimum back up of 2 hours and other required infrastructure) to carry out the Aadhar Enrollment and Authentication services. The bidder must integrate Aadhaar Enrolment Kit as per procedure of UIDAI and make it fully functional.

j) The Aadhar enrollment kit shall consist of all hardware devices required to carry out successful Aadhar enrollment and update as mentioned below. All these devices shall be compliant with the latest versions of policy / process / technology requirements and guidelines issued by UIDAI from time to time. Biometric devices (Fingerprint, IRIS Scanner) shall be STQC certified.

- Laptop
- Monitor
- GPS device
- Multifunctional printer
- Fingerprint scanner
- IRIS scanner
- Web Camera
- White screen
- Focus light
- GPS device
- Surge protector spike

k) The entire Maintenance and repair of the Aadhar devices/ parts of the devices or any component of the Aadhar devices will be the sole responsibility of the bidder.

l) The vendor shall be responsible for resolving the complaints as below: -

- Minor complaints immediately with telephonic support
- Major faults which require visit to office within 24/48 hrs
- Repair and servicing of equipment shall be carried out at customer sites, in case the equipment is required to be transported to the Service provider/manufacture's service workshop for repairs, the same shall be undertaken at the risk and cost of the bidder.

m) The bidder shall not engage any subcontractors or transfer the contract to any other person in any manner.

n) The successful bidder is required to submit Performance Bank Guarantee (PBG) equivalent to 5% of the contract value defined in this RFP on or before signing of the subsequent contract typically within 15 days from the notification of LOI, unless specified to the contrary.

5. Payment Terms:

- a) Payment of the devices shall be done on monthly basis, in every succeeding month for the services rendered by the bidder. The empaneled agency shall submit monthly bill for the services rendered during the preceding month duly verified and signed by the officers designated by the Department.
- b) No compensation for the loss or damage of the hardware or any parts of the device will be paid by the department during the hire/rental period of the Aadhar Enrollment and Authentication kits.
- c) All operating expenditures of the hardware devices towards repair maintenance, replacement of any parts, manpower, cartridges, or any other items required for the operation of the Aadhar services during the hire period shall be borne by the bidder.

6. Ownership of confidential information

The Bidder shall hold all information about this tender and / or information gathered during the execution of the Aadhar project in strict confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information. The Bidder shall restrict disclosure of the Information solely to its employees, agents on a need-to-know basis and advise those persons of their obligations hereunder with respect to such Information. To use the Information only as needed for the purpose solely related to this Project; Except for the purpose of execution of this Project, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such Information. The Bidder shall not disclose any information to parties not involved in supply of the products and services forming part of this order and disclosure of information to parties not involved in supply of the products and services forming part of this order will be treated as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the bidder in any future tendering process of the Department. Any information considered sensitive must be protected by the Bidder from unauthorized disclosure or access.

7. Liquidated Damages:

If the bidder fails to deliver and install the devices or to perform the services within the time period(s) specified in the contract, the Department shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 1% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price. Once the maximum is reached, Department may consider termination of the contract. Liquidated damages are applicable over and above all the penalties mentioned in RFP.

8. Dispute Resolution

1. The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.
2. All settlement of disputes or differences whatsoever, arising between the parties out of or in connection to the construction, meaning and operation or effect of this Offer or in the discharge of any obligation arising under this Offer (whether during execution of the order or after completion and whether before or after termination, abandonment, or breach of the Agreement) shall be resolved amicably between Department and the vendor's representative.
3. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:
 - i. **Conciliation:** - All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be first settled by way of conciliation and failing which, by way of arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The dispute shall be first referred to the Development Commissioner for conciliation who shall conduct conciliation proceedings which will be held at Patna, Bihar.
 - iii. **Arbitration:** - In case the conciliation proceedings fail, the dispute shall be referred to the arbitration as per the Arbitration Act. All legal disputes will come under the sole jurisdiction of Patna, Bihar. The venue of the arbitration shall be Patna.
4. The Arbitral award shall be final and binding on both the parties.
5. Work under the contract shall be continued by the vendor during the arbitration proceedings unless otherwise directed in writing by Department unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by Department, to the vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

9. Fraud or Corrupt Practices

- a) The Bidders shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI/WO and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained in this RFP, or in LOI/WO or the Agreement, the DEPARTMENT may reject a bid, withdraw the LOI/WO, debar the bidder for a period of one year from participating in the future projects of the Department or terminate the Agreement, as the case may be without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices. In such an event, the DEPARTMENT shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia,

time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidders Proposal.

- b) Without prejudice to the rights of DEPARTMENT under Clause above and the rights and remedies which the DEPARTMENT may have under the LOI/WO or the Agreement, if a Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI/WO or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by DEPARTMENT during a period of <1(one)year> from the date such Bidder, is found by DEPARTMENT to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c) For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:
- “corrupt practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project;
 - “fraudulent practice” means aim is representation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - “coercive practice” means impairing or harming or threatening to impairer harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process;
 - “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Department with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection process.

10. Termination & Blacklisting:

10.1 The Department may terminate this Agreement and Blacklist/Debar the vendor, in case of occurrence of any of the events specified below. In the event of such an occurrence, the First Party may give not less than 30 days written notice of termination to Second Party.

- a) If the vendor is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 days.
- b) If the vendor becomes insolvent or goes into compulsory liquidation
- c) If the vendor, in the judgement of Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract

- d) If the vendor submits to Department a false statement which has material effect on the rights, obligations, or interests of the Department.
- e) If the vendor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Department.
- f) If the vendor fails to provide Quality services as envisaged under this Agreement.
- g) Failure of the vendor mobilize manpower, follow local laws, clumsy execution of work, and total disregard to public safety and its own employees.
- h) Failure to abide by any lawful directions of the Department.

Note:- Blacklisting/Debarment of the vendor shall be natural consequence of the termination. The Blacklisting/Debarment shall be for such a period as may be specified by the Department. Provided that before placing the vendor in the blacklist, with or without the termination of the contract, the Department shall issue a notice given 15 days of time to the vendor.

10.2 Penalties: - The Department may impose a suitable penalty of the vendor of the failure of such activities as mentioned above. Such penalties shall be deducted from the pending bills/bank guarantee of the vendor. However, the Department shall issue a notice given 15 days of time to the vendor before imposing such penalty.

10.3 Termination Payments:- These payments shall mean the amount of payment by either party to the other party upon termination. Upon termination of the contract, Department may encash and appropriate the performance security/bank guarantee etc. The Department may clear outstanding dues of the second party out of such encashment and/or from the pending bills of the second party. After clearing such liabilities, any valid dues of the second party may be paid thereafter.

10.4 Blacklisting without termination: - The Department may blacklist the vendor without terminating the contract for any of the failures or acts of commissions or omissions under this Agreement

10.5 Foreclosure with Mutual consent: -

1. Without prejudices to any provisions of this agreement, Department and the vendor may foreclose this agreement by mutual consent in circumstances which does not constitute either party's default without any liability or consequential future liability for either party.
2. Should a Party intend to foreclose this Agreement by mutual consent, the intending Party shall issue a notice to the other Party and upon issuance of such notice, the other Party may within 15 days from receipt of such notice either agree to such foreclosure or raise objection(s) to the same by intimating either of the two possible positions to the intending Party in writing.
3. In either case of the other Party agreeing to the proposed foreclosure or otherwise, the Parties may negotiate the proposed foreclosure and sign a Supplementary Agreement for foreclosure to the main Contract Agreement within 30 (thirty) days of the date agreeing by both Parties. Foreclosure shall not come into effect unless and otherwise Supplementary Agreement is signed.
4. Any attempt or endeavour for foreclosure by mutual agreement shall be without prejudice to the rights and obligations of the Parties herein and the factum of such an attempt or exercise shall not stop either of the Parties from discharging their contractual obligations under this Agreement.
5. For the avoidance of doubt, it is clarified that such foreclosure will be without prejudice to the Vendor and shall not affect the Vendor in any way if it wishes to bid in future projects of the Department.

10.6 Transition and Exit Plan:

The vendor shall ensure that the transition is smooth in case the contract is terminated or foreclosed with mutual

consent. In addition to the cancellation of contract, Department reserves the right to charge appropriate penalties and liquidated damages from the selected agency. Further:-

1. All risks during transition stage shall be properly documented to ensure smooth transition without any service disruption.
2. The transition plan along with the period shall be mutually agreed between vendor and Department when the situation occurs. Vendor shall be released from the project once successful transition is done meeting the parameters defined for the successful transition.

11. Instructions to the Bidders

11.1 General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the DEPARTMENT on the basis of this RFP. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the DEPARTMENT. Any notification of preferred bidder status by the DEPARTMENT shall not give rise to any enforceable rights by the Bidder. The DEPARTMENT may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the DEPARTMENT. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

11.2 Compliant Proposals / Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
- c) Include all documentation specified in this RFP;
- d) Follow the format of this RFP and respond to each element in the order as set out in this RFP
- e) Comply with all requirements as set out within this RFP.

12. Key Requirements of the Bid

12.1 Right to Terminate the Process

- a) The DEPARTMENT may terminate the RFP process at any time and without assigning any reason. The DEPARTMENT makes no commitments, express or implied, that this process will result in a business transaction with anyone.

b) This RFP does not constitute an offer by the DEPARTMENT. The bidder's participation in this process may result the DEPARTMENT selecting the bidder to engage towards execution of the contract.

12.2 RFP Document Fees

RFP document can be downloaded from the website www.eproc2.bihar.gov.in after paying tender fee of Rs. 5000/-and processing fee of Rs. 590 /. The fees will have to be paid through online on the above mentioned website. Proposals received without or with inadequate RFP Document fees shall be rejected.

12.3 Earnest Money Deposit (EMD)

- a) Bidders shall submit, along with their Bids, EMD of INR 2,00,000(Two lakhs only) in the form of Bank Guarantee issued by any Scheduled bank.
- b) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- c) Micro, small and start up agencies registered for doing similar work are exempted from the payment of EMD, as per Government policy, subject to submission of valid registration certificate with the bid.
- d) The EMD may be forfeited:
 - If a bidder withdraws its bid during the period of bid validity.
 - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

12.4 Submission of Proposals

- a) The bidders should submit their responses as per the format given in this RFP in the following manner
 - Technical Proposal
 - Commercial Proposal
- b) Please Note that prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.
- c) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- d) The bids shall be uploaded through <http://eproc2.bihar.gov.in> as per the instructions available on the website

12.5 Preparation and Submission of Proposal

12.5.1 Proposal Preparation Costs

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

outcome of the bidding process.

12.5.2 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

12.5.3 Tender Opening

- a) The Proposals submitted up to due date and time will be opened at a date to be notified by a committee authorized by the DEPARTMENT, in the presence of such of those Bidders or their representatives who may be present at the time of opening.
- b) The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

12.5.4 Tender Validity

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

12.5.5 Tender Evaluation for responsiveness

- a) Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals:
 - Are not submitted in as specified in the RFP document
 - Are found with suppression of details
 - With incomplete information, subjective, conditional offers and partial offers submitted
 - Submitted without the documents requested in the checklist
 - Have non-compliance of any of the clauses stipulated in the RFP
 - With lesser validity period
- b) All responsive Bids will be considered for further processing. The DEPARTMENT will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

13. Criteria for Evaluation

- a) Technical evaluation: The Bidder shall be examined prima facie to substantiate the compliance with the Bidder's eligibility criteria as set out for this project in terms of organizational, financial and technical experience etc. The bid will be rejected, in case it does not meet the Eligibility criteria.

- b) Proposal may be rejected at any stage of the evaluation if it is found that the company has provided misleading information or has been black listed by a central or any state government or has indulged in any malpractice/ unethical practice and has not honored contractual obligation elsewhere;
- c) After the technical evaluation is completed and approved, DEPARTMENT shall inform the Bidders who have submitted proposals, the detailed compliance of their Technical Proposals, and shall notify those Bidders whose Proposals did not meet the minimum technical criterion or were considered non-responsive to the RFP, that their Financial Proposals will be returned unopened after completing the evaluation process. DEPARTMENT shall simultaneously notify in writing to the Bidders that have complied with the Technical Criterion specified in the RFP the date, time and location for opening the Financial Proposals.
- d) Please note that no conditional bid will be entertained.

13.1 Eligibility Criteria

S No	Criteria	Documents Required
1	The bidder should be a sole proprietor, partnership firm or a company registered as per Company Act 1956/2013 in India.	Certificate of Incorporation Proprietorship Certificate Partnership certificate GST Registration certificate
2	The Bidder should have an average turnover of minimum INR 50 lakhs for the last three financial years (2022-23, 2021-22, 2020-21).	Audited Financial Statements of last three financial years
3	The Bidder should have been minimum 5 years of experience of providing Aadhar kits (Enrollment/authentication) to any Government entity / Public Sector or Private Banks / Private firms/Financial Institutions.	Work Order/ Completion Certificate
4	The Bidder should have valid ISO 9001:2015 certificate.	ISO 9001:2015 Certificate
5	The Bidder should have supplied minimum 100 biometric Aadhar Enrollment/Authentication for any PSU/ Government entities/Private firms in last three years prior to submission of bid.	Work Order or Completion Certificate
6	The agency should not be blacklisted or debarred by any State/ PSUs of India	Self-Declaration (Refer form 4)

*** If a company is start-up as per the notification issued by the Department of industrial Policy and**

Promotion, the Turnover and Experience criteria shall be relaxed subject to submission of relevant start-up certificate.

13.2 General Evaluation Elaboration

An evaluation committee so constituted by the DEPARTMENT will evaluate the bids as per the following pattern:

1. Conditional bids shall be summarily rejected.
2. Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
3. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
4. The Tenderer is expected to submit all documents along with General Bid for General Evaluation, in case document is not provided or provided but not a valid document, then the same parameter shall not be considered for marking for the specific Bidder. It is the Bidder's responsibility that all documents pertaining to every parameter of "General Evaluation Elaboration" needs to be submitted and tagged/referenced to the evaluation parameter.
5. The Tenderer may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
6. Further, the scope of the evaluation committee also covers taking of any decision with regard to the RFP, execution/ implementation of the project including management period.

13.3 Financial Bid Evaluation

1. The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
2. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
3. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
4. Any conditional bid would be rejected.
5. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".
6. If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
7. The Total Bid Price, as computed by the Purchaser shall be used for the purpose of commercial evaluation

of bids.

13.4 Award Criteria

The Contract shall be awarded to the bidder who fulfills the eligibility criteria and has quoted lowest amount in the financial proposal.

13.5 Right to Accept Any Proposal and to Reject Any or All Proposal(s)

The DEPARTMENT reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the DEPARTMENT action.

13.6 Contract Finalization and Award

1. The DEPARTMENT shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award & signing.
2. The DEPARTMENT may also like to reduce or increase the quantity of any item in the Scope of Work defined in the RFP. Accordingly, total contract value may change on the basis of the rates defined in the financial proposal.

13.7 Signing of Contract

After the DEPARTMENT notifies the successful bidder that its proposal has been accepted, the DEPARTMENT shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between the DEPARTMENT and the successful bidder. The Draft Legal Agreement is provided as a separate document as a template.

13.8 Failure to Agree with the Terms and Conditions of the RFP

1. Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the DEPARTMENT may award the contract to the next best value bidder or call for new proposals from the interested bidders.
2. In such a case, the DEPARTMENT shall invoke the PBG of the most responsive bidder

14. Annexure

Annexure I: TECHNICAL BID TEMPLATES

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Technical Evaluation Criteria.

Technical Proposal shall comprise of following forms:

Forms to be used in Technical Proposal:

Form 1: Undertaking on Total Responsibility

Form 2: Particulars of the Bidder

Form 3: Bank Guarantee for Earnest Money Deposit

Form 4: Non-Blacklisting form

Annexure II: Mandatory requirements for Aadhar Enrollment

Annexure III: Aadhar Enrollment hardware specifications

Annexure IV: Biometric Device (Authentication) SPECIFICATIONS

Annexure V: FINANCIAL PROPOSAL TEMPLATE

Forms to be used in Commercial Proposal

Form 1: Financial Proposal

Form 2: Performance Bank Guarantee

Annexure V: GLOSSARY

Form 1: Undertaking on Total Responsibility

Ref No. Date:

To:

Dear Sir,

Sub: Self certificate regarding Total Responsibility

This is to certify that we undertake total responsibility for providing Aadhar Enrolment and Aadhar Authentication devices on rental basis to the Department of Prohibition, Excise and Registration as per the requirements of the RFP.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organisation)

Name :

Designation :

Date :

Time :

Seal :

Business Address:

Form 2: Particulars of the Bidder

Details of the Bidder (Company)		
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Status of the Company (Public Ltd/Pvt. Ltd)	
4.	Details of Incorporation of the Company	
7.	Valid GST no.	
8.	Permanent Account Number(PAN)	
9.	Name & Designation of the contact person to whom all references shall be made regarding this tender	
10.	Telephone No. (with STD Code)	
11.	E-Mail of the contact person:	
12	Fax no (with STD code)	

Form 3: Bank Guarantee for Earnest Money Deposit

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Whereas <Name of the bidder> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP #<RFP Number> dated<Date> for <Name of the assignment> (hereinafter called "the Bid") to the DEPARTMENT

We <> having our office at <Address>(hereinafter called "the Bank") are bound unto the DEPARTMENT (hereinafter called "the Purchaser") in the sum of Rs. <Amount in figures>(Rupees<Amount in words> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <Date>

The conditions of this obligation are:

- If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
- If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
- Withdraws his participation from the bid during the period of validity of bid document; or
- Fails or refuses to participate in the subsequent Tender process after having been short listed;

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

FORM 4: SELF-DECLARATION ABOUT NON-BLACK-LISTING

Declaration

(On the Letterhead of the Bidder and to be submitted/ uploaded online)

Date : _____

To,
Assistant Commissioner, Excise
Prohibition, Excise and Registration Department,
Patna, Bihar

Subject: E-Tender for 'Supply, Installation, Testing, Commissioning and Maintenance of Aadhar Enrollment and Authentication devices", Tender No: Aadhar/Excise/2023/01

Sir,

In response to tender under reference, I/ We hereby declare that presently our firm is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations.

We further declare that presently our firm is also not blacklisted/ debarred and not declared ineligible for any reason other than corrupt & fraudulent practices by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our performance security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Yours faithfully,
(Name & signature with stamp of the bidder)

ANNEXURE II: MANDATORY REQUIREMENTS FOR ENROLLMENT CENTER

1	Laptop available.
2	UIDAI software installed, tested, configured, registered with CIDR as per installation and configuration manual.
3	Iris capturing device available.
4	Fingerprint capturing device available.
5	Web camera available.
6	White back ground screen (standee) available for taking photographs.
7	Focus Light
8	Extra monitor for residents to verify their data.
9	Printer (A4 Laser Printer, must print photo with good quality receipt)
10	Printer Paper GSM 75 and printer cartridge inventory to be maintained
11	Document Scanner
12	GPS Device
13	Surge Protector Spike
14	Anti-Virus/ Anti Spyware checks
15	Working of all equipment at every center tested
16	All devices as per UIDAI standards
17	Static IP to whitelist with UIDAI / Data Card/ Internet connectivity for Enrollment Client
18	Printed enrollment forms for filling data available in sufficient numbers
19	IEC/Banner for the Enrollment Centre placed at entrance
20	Posters depicting enrollment process in English & Hindi in visible places
21	Grievance handling Helpline Number and other important numbers displayed prominently inside/ outside the enrollment center
22	Printed enrollment forms for filling data available in sufficient numbers
23	IEC/Banner for the Enrollment Centre placed at entrance
24	Posters depicting enrollment process in English & Hindi in visible places

- All these devices shall be as per UIDAI's specifications.
- Biometric devices (Slap/Iris Scanner) shall be STQC certified.
- Complete kit warranty shall be valid for 1 year
- During warranty, faulty equipment's shall be replaced/repared within 7 days.

ANNEXURE III : SPECIFICATIONS FOR AADHAR ENROLLMENT:
Laptop (Enrollment Station) Specifications:

Specification	Details
OEM	Among the “Leaders” Quadrant in the India region in any of the previous two Quarters as published in IDC / Gartner / Frost and Sullivan report for the Laptops.
Machine Form Factor	Laptop
Model	From Top 5 vendors as per latest IDC report
CPU	3.2-GHz base frequency Quad Core or later (Laptop) / 1.9 GHz Quad core base frequency or later (Desktop)
Motherboard	OEM Motherboard
Display	Minimum 14" HD Anti-Glare (16:9)
Connectivity	Should have built-in support for Bluetooth 4.0, Wi-Fi (IEEE 802.11g/n) and Ethernet (10/100 Base-T) Bluetooth/Wi-Fi not required in case of Desktop
MEMORY	8-GB DDR4 or higher RAM expandable up to 16-GB with 1DIMM SLOT FREE
Webcam	Built-in webcam with minimum High Definition 720p Resolution, not required in case of Desktop
HDD	Minimum 500GB (or Higher) Hard Disk @ 7200 RPM Hard Disc
Input / Output Ports	One HDMI
	One VGA, 2 in case of Laptop
	Dedicated Minimum 5 USB 2.0 port*
	One Ethernet (RJ-45)
Battery Backup	8 hrs backup time in case of laptop / 0.5KVA UPS with 30 min backup time for Desktop
Chipset	Integrated with CPU or equivalent
Graphics	Integrated Graphics
Keyboard	Integrated for laptop sized (Minimum 84 Keys Windows compatible Spill-resistant keyboard in case of Desktop)
Touchpad	Wide Touchpad below keyboard for Laptop / Mouse in case of Desktop
Preloaded OS	Windows 10 Professional (for Government official usage)
Microphones	At least one built in Mic
ACCESSORIES	Laptop carrying case / not in case of Desktop
WARRANTY	1 year comprehensive onsite-warranty. Battery and power adapter would have one year warranty
ANTI-VIRUS	For end point security

**In case the laptop has less than 5 USB 2.0 ports, then a USB Hub (Spike Surge) with multiple USB connections (enabling 5 devices plug-in through USB port) should be provided at no extra cost.*

Extra Monitor

Specification	Details
OEM	Among the “Leaders” Quadrant in the India region in any of the previous two Quarters as published in IDC / Gartner/ Frost and Sullivan report for the PC / Laptop / Monitors
Size	15-16 Inch or higher
Type	LCD
Resolution	1024X768
Accessories	Required all necessary accessories, connecting cables & Stand.

Multifunctional Device (Print, Copy, Scan) Specification:

Specification	Details
FUNCTION	PRINT COPY SCAN
DUTY CYCLE IN PAGES	3000 PAGES per month
PPM – BLACK (A4)	18 PPM or HIGHER
MODEL	From top 5 vendors as per latest IDC report
RESOLUTION	600X600 DPI
MEDIA USED	Ink tank for low cost operation
CUSTOM MEDIA SIZE	UPTO LEGAL
STANDARD OPERATING SUPPORTED	Compatible with Windows 8, Windows 10 (32-bit) earlier versions of Windows (XP, Vista) and Linux
SCAN RESOLUTION	600X600 dpi OPTICAL.
BIT/COLOR DEPTH	24 BITS
COPY SPEED BLACK	18 CPM
COPY RESOLUTION	600X600 DPI

White Screen Specification:

Specification	Details
Size	4 X 5 ft. stand mountable / wall mountable
Accessories	Stand
Non-Reflecting	Yes
Opaque	Yes

Focus Light:

Specification	Details
Capacity	60W
Accessories	Stand, 2 Mtrs Wire and on/off Switch near the operator

Surge Protector Spike:

Specification	Details
General	6 nos. of 5A sockets (4 Indian style + 2 International Style), Fuse, on/off Switch and ISO mark

KIT Container Specification

Specification	Details
Material	Metal or Fiber.
Life / Durability	Minimum 6 years
Size	Should be able to accommodate all items except: Item 3.4.3 and 3.4.4
Cushion	Should have sufficient cushion for all the equipment from Top, Bottom and all sides
Space	Separate enclosures should be built for all the items of enrollment kit
Lock and Keys	One lock and three keys

Web Camera Specifications:

Specification	Details
Capture Mode	Plain live capture
Image Quality	Full Frontal (ox01) as per ISO/IEC 19794-5
Minimum Resolution	800 x 600
Capture Mode	Manual Capture Adjustment with Auto Focus and Auto Lighting
Sensor	>2 Mega Pixel Native
Connectivity	High Speed USB 2.0, USB-IF certified
Lens	Fixed, SLR
Power	Through USB/Independent PS/Lithium Ion preferred to AA/AAA Batteries

Mount	Tripod
Operating Temperature	0 to 50 degree Celsius
Humidity	10 – 90%
Safety Standard	UL
Software API	Compliant with latest UIDAI Device Capture API Specifications
Durability / Shock	IP 54

Iris Capturing Specifications:

Specification	*Stationary (mounted: wall, tripod or stand)	%Hand-held	@Hand-held with alignment aid
Iris Diameter (In pixel)	> 210		
Spatial Resolution Pixel Resolution	> 60% @ 4.0 Lp/mm > 16 Pixels/mm		
# of simultaneous captured eyes	2		
Viewfinder	External	Internal	External or Internal
Capture distance	> 750 mm	> 50 mm	> 20 mm
Capture Volume (width/height/de pth)	>250x500x500 mm	> 20x15x12mm	> 20x15x12mm
Exposure time	< 15ms	< 33 ms	< 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, USB- IF Certified Networked (TCP/IP) Or	USB 2, USB-IF certified	
Power	USB or independent PS		
Weight	NA	< 1 kg	< 1 kg
Dimension	<300 x 100 x 300 Mm	< 220 x 200 x 100 mm	< 220 x 200 x 100 Mm
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
Software API	Compliant with specifications. latest UIDAI Devices capture API

FingerPrint Device Specification:

Specification	Details
Capture mode	Plain live scan capture
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
Power	Through USB
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
Standards	UL certified (if applicable). Meets ISO 19794- 4:2005 Section 7 and Annex A certification requirements
Software API	Compliant with latest UIDAI Device Capture API Specifications.

Note: Total of only 1 USB port shall be available for connectivity and power.

GPS Device:

Specification	Details
General	The GPS device should be supplied according to the model nos. provided in the UIDAI website with required licenses and accessories. Note: list of approved GPS Successful Bidders is available in the UIDAI website www.uidai.gov.in
Accessories	With all necessary required cables and accessories to connect to the PC/Laptop
Warranty	1 Year comprehensive on-site warranty
Accessories	With all necessary required cables and accessories to connect to the PC/Laptop

ANNEXURE IV
SPECIFICATIONS FOR SINGLE FINGERPRINT DEVICE (FOR AUTHENTICATION):

#	Parameters	Specifications
1	Minimum Platen Area	Optical/ Multispectral / Capacitance technology 1. If platen area is 15.24 mm x 20.32 mm or more: 1.1. Provisional certificate would be issued without any field testing; 1.2. Final certification would be subject to sensor-extractor meeting <2% FRR in Aadhaar authentication system (at FAR of 0.01%) for which detailed guidelines will be published by STQC. 2. If platen area is 12.8 mm x 16.5 mm but less than 15.24 mm x 20.32 mm, Certification would be subject to sensor-extractor meeting <2% FRR in Aadhaar authentication system (at FAR of 0.01%) for which detailed guidelines will be published by STQC. 3. Any other Technologies <2% FRR in Aadhaar authentication set up (at FAR of 0.01%) would need to be demonstrated. Detailed guidelines and other requirements specific
2	Image Quality	Must be listed on “IAFIS Certified Product List” posted On https://www.fbi biospecs.org/IAFIS/Default.aspx under “PIV Single Finger Capture Devices” OR Lab Test conformance report showing compliance to ISO 19794-4 Annexure A OR any other equivalent conformance report (to be approved for equivalence by expert committee appointed by Competent Authority
3	Extractor Quality	MINE X compliance

		· Number of Minutiae generated by extractor to be in conformance to ISO Specification. Tested for at least 12 Minutiae points generated under testconditions.
4	NFIQ Quality software	Inbuilt NFIQ quality software either at device level or extractor level.
5	Resolution	Minimum 500 DPI with 5% margin on the lower side
6	Grey scale/ Image Type	8 bit, 256 levels
7	Extractor & Image Template Standard	ISO 19794-2 for fingerprint minutiae template and ISO 19794-4 for Fingerprint Image Template
8	Maximum Acquisition time(Placement to Template)	<2 secs
9	Audio Visual Indication	A/V indication either at device level or at application level for indicating various events like: a) Indication for placing finger b) Start of capturing c) End of capturing
10	Liveness Detection	Preferable
11	Latent detection	Preferable
12	Platen	Rugged, minimum IP 54 rating preferable Prefer scratch resistant features
13	Preferred Operating Temperature	0 to 45 degree Centigrade
14	Preferred Storage Temperature	0 to 50 degree Centigrade
15	Preferred Humidity	10 to 90%
16	ESD	>= 8Kv
17	Environment, health and safety	ROHS certification
18	Safety	UL or IEC60950 compliance
19	EMC compliance	FCC class A or equivalent
20	Operating system environment	Vendor needs to declare the compatible operating system
21	Connectivity	1. Standard USB connectivity for PC based application. 2. Connectivity for POS devices.

ANNEXURE V: Financial Proposal

S.No.	Item	Unit Rate (INR)	Applicable Taxes (INR)	Total Rate including Tax (INR)
1	Monthly rental rate of one Aadhar Enrollment kit			
2	Monthly rental rate of one Aadhar Authentication kit			

Note: -

1. The bidder shall be responsible for the operation and maintenance of the Aadhar Enrolment and Authentication kits and the charges shall be included in the above-mentioned quote. No extra charges will be paid over and above the quote to the vendor on account of any other charges.
2. The bidder who fulfils the eligibility criteria and quoted the lowest amount shall be awarded the contract.
3. The Aadhar Enrollment and Aadhar authentication devices shall be UIDAI compliant.
4. It shall be noted that the bidder has to enter the rates in the excel sheet uploaded in the eproc portal. In addition to said point, bidder shall enter the total cost (same as mentioned in excel sheet) under BOQ tab in eproc portal. However, the Department shall consider the excel sheet for evaluating the financial rates.

Form 2: Performance Bank Guarantee

PERFORMANCE SECURITY:

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas, <name of the supplier and address>(hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <name of the assignment> to the DEPARTMENT (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office>have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of **Rs.<Insert Value>(Rupees <Insert Value in Words> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of **Rs.<Insert Value>(Rupees<Insert Value in Words> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <Insert Date>)

Notwithstanding anything contained herein:

- Our liability under this bank guarantee shall not exceed **Rs.<Insert Value>(Rupees <Insert Value in Words> only).**
- This bank guarantee shall be valid up to <Insert Expiry Date>)

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

ANNEXURE VI: GLOSSARY

RFP	Request for proposal
LOI	Letter of Intent
WO	Work Order
UIDAI	Unique Identification Authority of India
STQC	Standardisation Testing and Quality Certification
EMD	Earnest Money Deposit