



**District Collector
Aurangabad**

Govt. of Maharashtra

Tender Document for

***OPERATING SETU CENTRES ON
BOOT BASIS***

(Build Own Operate & Transfer).

Tender Reference Number:
2010/GB/Desk-Setu Adm/Tender/125

**Price of Tender Document:
Rs 5,000/- (Rupees Five Thousand only)**

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For Collector Aurangabad

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TENDER NOTICE
District Setu Samittee, Aurangabad

The District Setu Samittee, Aurangabad invites sealed tender offer (Technical and commercial) from eligible bidder for operation & maintenance, up-gradation of integrated Citizen Facilitation Centre (SETU) on (Build Own Operate & Transfer). basis at following centers.

SCHEDULE OF REQUIREMENT

Sr No.	Name of Project	Sites of Setu Centers
1	Setting & operating SETU centers on BOOT basis:	1. Collector Office, Aurangabad 2. Sub-Division Office, Aurangabad 3. Sub-Division Office, Vaijapur 4. Sub-Division office, Sillod 5. Tahsil office Aurangabad 6. Tahsil Office, Paithan 7. Tahsil Office, Phulambri 8. Tahsil Office, Vaijapur 9. Tahsil Office, Gangapur 10. Tahsil Office, Khultabad 11. Tahsil Office, Sillod 12. Tahsil Office, Kannad 13. Tahsil Office, Soegaon

Probable list of Rural Information Kiosk Locations

Name of Project	Taluka	Rural Information Kiosks Locations at 65 Circle head quarters
Setting up Rural Information Kiosks	Aurangabad	1.Aurangabad, 2. Osmanpura, 3. Bhausingpura, 4.Kanchanwadi, 5.Chitepimpalgaon, 6 Karmad, 7.Chowka, 8.Ladsawangi, 9.Chikalhana, 10.Harsul.
	Paithan	1.Paithan, 2.Vihmandwa, 3.Pachod Bk, 4.Adul, 5.Lohgaon, 6.Balanagar, 7.Bidkin, 8. Nandar, 9.Dhorkin, 10.Pimpalwadi Pirachi,
	Phulambri	1.Phulambri, 2.Wadodbazar, 3.Aland, 4.Peerbawda,
	Vaijapur	1.Vaijapur, 2. Lasurgaon, 3.Ladgaon, 4.Mahalgaoon, 5.Khandala, 6.Garaj, 7.Nagamthan, 9.Borsar, 10.Loni Kh.,
	Gangapur	1.Gangapur, 2.Harsulgaon, 3.Waluj, 4.Turkabad, 5.Sidhnathwadgaon, 6.Manjri, 7.Shendurwada, 8.Dongaon, 9.Bhendala.
	Khultabad	1.Khultabad, 2.Sultanpur, 3.Bazarsawangi
	Sillod	1.Sillod, 2.Bharadi, 3.Ambhai, 4.Amthana, 5.Ajintha, 6. Golegaon, 7.Nillod, 8.BorgaonBazar.
	Kannad	1. Kannad, 2.Deogaon Rangari, 3.Pishor, 4.Karanjkheda, 5.Chapaner, 6.Chikalthan, 7.Nachanwel, 8.Chincholi Limbaji,
	Soegaon	1.Soegaon, 2. Banoti, 3. Sawaladbara

The Setu centers will have to be set up & operated at District and Taluka headquarters Tahsil level and Rural Information Kiosks (RIK's) at the locations specified above, under the supervision and control of the Collector Aurangabad and as per the directions and guidelines of the Government of Maharashtra.

A complete set of tender documents may be purchased upon payment of a non-refundable fee of **Rs. 5,000/-** in cash from the Office of the District Collector Aurangabad on all working days from **18-02-2010 to 10-03-10** from **11.00 to 16.00 hrs**. Copy of the tender document may also be downloaded from the website at <http://aurangabad.nic.in>, Such downloaded form should be accompanied by Nationalize Bank Demand Draft of Rs. 5000/- in favor of Collector & Chairman Setu Samittee, Aurangabad, at the time of submission of the tender.

The Tender holder must fulfill the Qualification Criteria stipulated in the tender document. All tender offers must be submitted **before 14.00 hrs on dated 11-03-2010** accompanied by Earnest Money Deposit as specified in the tender document at the office of the Collector Aurangabad. Tender offers will be opened in the presence of the tender holder or their authorized representative **at 16.00 PM on 11-03-2010** at the office of the District Collector, Aurangabad.

Schedule

Tender details	Schedule
Price of Tender Document	Rs. 5,000/- (Rs. Five thousand only)
Earnest Money Deposit (EMD)	Rs. 10.00 Lakhs (Rs. Ten Lakhs only)
Last date of Sale tender document	18-02-2010 to 10-03-2010 Time 11.00 to 16.00 hrs
Date & Time of Pre-bid Meeting	03-03-2010 at 16.00 hrs
Last date, time for submission of sealed tender offer.	11-03-2010 at 14.00 hrs
Time & date of opening of tenders	11-03-2010 at 16.00 hrs.
Place of Opening Tender offer	Office of the Dist. Collector, Meeting Hall, Aurangabad
Address for communication	District Collector Office, Aurangabad
Contact Officer with Telephone No.	Resident Dy Collector, Aurangabad Phone 0240-2334127

Tender should remain valid for acceptance up to 90 days after the date fixed for opening of the tender. The Collector & Chairman Dist. Setu Samittee Aurangabad reserves the right to accept or reject any tender offer without assigning any reasons.

Sd/-
Collector & Chairman
District Setu Samittee, Aurangabad

INSTRUCTIONS TO BIDDERS SUBMISSION OF BIDS

1. PREQUALIFICATION OF BIDDERS

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

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

- (i) Average turnover of the presiding two years shall be one Crore. The bidder shall have experience in implementing Information Technology project of comparable size and complexity in the area of IT enable Citizen centric projects. Information Technology projects of comparable size and complexity in the area of IT enabled customer service.
- (ii) The bidder shall have minimum 3 years experience to run similar Setu Centers in Maharashtra in any district.
- (iii) The Turnover of the bidder in installation and maintenance of hardware, development of software , installation and maintenance of complex LAN / WAN and/or providing I.T-enabled customer services, shall be at least **Rupees One Crore of the preceding two years (FY 2007-08 & 2008-09)** (C.A. certificate is necessary)
- (iv) The bidder should have employed at least four year I.T Professionals as on 31-3-2009. For this purpose, the term 'IT professional' means a person with a graduate degree or a higher qualification in computer or communication areas from a recognized university.
- (v) **The Bidder should have the capacity to make a minimum investment of Rs. One Crore for entire district.** This should be supported by Bankers Certificate, which shall show the capacity of the bidder to make immediate investments for the SETU centers. The Bankers certificate for funds available for immediate investment will be in the Performa given in **Annexure-8.**
- (vi) The Bidder shall have Sales Tax Registration (PTR & PTE) & Service Tax Registration.
- (vii) (2008-09) Latest Income Tax Return filed documents.
- (viii) (2008-09) Latest Audited Financial Statement.
- (ix) Service Tax should born by Vendor.
- (x) The bidder can partner with another person (firm or company) subject to the following conditions.
 - a) A maximum of one partner will be allowed for to the bidder, otherwise called the **principal bidder.**

- b) The principal bidder shall disclose full particulars of the partner or partners in the prescribed format while submitting the tender and enclose with it a copy of the agreement between them in relation to this tender.
- c) The contractual agreement of SETU will be with the successful principal bidder(s) and their partner(s). The bidder and the partner(s) are jointly and severally responsible for discharging the contractual obligations.
- d) The minimum turnover of only the principle bidder shall be at least **Rupees One crore (FY 2007-08 & 2008-09)**. (C.A. certificate is necessary) Balance sheet, Profit & loss turnover, Cash flow statement to be given by bidder.

2. COST OF BIDDING

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

3. BIDDING DOCUMENTS

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

4. AMENDMENT OF BIDDING DOCUMENTS

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

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

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

5. LANGUAGE OF BID

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

6. BID FORM

The Bidder shall submit the Commercial Bid in the form given in **Annexure-3**.

7. HOW TO QUOTE PRICES

The SETU Society in consultation with The Government of Maharashtra will decide the cost of various certificates. The cost will be minimum standard cost for each District SETU Society. The Tenderer should quote the %share to the District SETU Society from the transaction cost of certificates (including 7/12 and property cards). The citizens will be charged at the rate of transaction cost quoted by the successful Tenderer plus standard minimum cost of certificate (including 7/12 and property cards) decided by the Society. (The std. Minimum charges shall include the prescribed government charges and the charges fixed by the district Setu Samiti) The number of transaction of various certificates issued is available at each Tahsil and Sub-divisional office. The Sub-divisional level setus will issue certificate of SDO and Tahsil offices. The tenderer may asses independently number of transaction at Taluka & at Rural level. Further, SETU Society in consultation with the Government of Maharashtra will also decide, the time schedule for delivery of the certificate. The existing time frame is given in part II of the document. The District society shall collect all the amount collected in the SETU and RIKs and shall pay the successful Tenderer on monthly basis considering the number of transactions and the rates agreed. However, the district SETU Society will have powers to charge different rates for various categories of the certificates (including 7/12 and property cards) to be issued through SETU and RIKs to the citizens.

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

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

8. BID CURRENCY

Prices shall be quoted in Indian Rupees only.

9. EARNEST MONEY DEPOSIT

The Bidder shall furnish, as part of its bid, a Earnest Money Deposit in the form of a DD drawn in favor of **Collector & Chairman District Setu Samittee, Aurangabad**, Payable at Aurangabad an amount of **Rs 10,00,000/- lakhs** (In words Rs. Ten Lakhs only) for the entire district. No exemption for submitting the EMD will be given to any agency including SSI Units.

Unsuccessful bidder's EMD will be discharged / refunded as promptly as possible but not later than 30 days (Thirty days)after the decision of the commercial bid is taken. The successful bidder's EMD will be discharged only after the completion of the contract papers.

THE EARNEST MONEY DEPOSIT shall be forfeited:

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

10. CONTENTS OF ENVELOPES

Bid will be a two Envelope Bid comprising of Technical Bid & Commercial Bid.

TECHNICAL BID

First envelope shall be marked as **Envelope No.1 Technical envelope**, which contains

Documents Establishing Tender holder Eligibility & Qualification:

- a) Earnest Money Deposit as per **Clause 9**,
- b) Turnover of the Tender holder as per clause no 1(iii) of ITB. C.A. certificate of Turnover specifically for installation and maintenance of complex LAN / Wide Area Networks is to be given.
- c) Man Power availability with the Tender holder as per clause 1(iv)
- d) Sales Tax Registration & Clearance Certificate up to Dec. 2009.
- e) Service Tax Registration and Valid Income Tax Clearance Certificate on date of opening of technical bid .
- f) Capability Statement (**Annexure 6 and 6-A**)
- g) Companies Registration Certificate or Partnership Deed in case of firms
- h) Certificate from Bank as per clause 1(v) of ITB
- i) Details of experience and past performance of the Bidder and equipment offered for the past five year. (Suggested Performa in **Annexure-6** of volume of business handled).
- j) Experience Certificate of 3 years running similar Setu Centers in any district of Maharashtra State.
- k) Bidders Power of Attorney. **Annexure-5**
- l) Balance Sheet, Profit & Loss Account for last two years including information in **Annexure 6-B**.
- m) Information regarding current litigation debarring /blacklisting/expelling of bidder or abandonment of work by bidder (**Annexure 6-C**). **Annexure 9**

APPROACH PAPER

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

- A1.** Understanding of the project requirements, important issues and associated risks for the SETU system.
- A2.** Suggested modifications and improvements to the functional requirements, architecture and other aspects in the existing SETU pilot project.
- A3.** The bidders are expected to propose the outline of their solution in respect of each of the following areas, with illustrations to explain the features of each of the proposed solutions and also indicate the packaged software preferences. Proposed architecture of the solution will cover the following:
 - o Technology model.
 - o Architecture of application software.
 - o Networking architecture.
 - o Security model.
 - o Any other Technical standards proposed to be adopted.
 - o Openness & Inter-operability of solution. In particular, the vendors should identify areas in which their solution conforms to open standards and areas

that are proprietary in nature. Justification about proprietary components in terms of functionality and performance should be given.

- o Cost-effectiveness of proposed solution .
- o Scalability of the solution.
- o Compatibility with the existing software of the participating departments.

A4. Implementation Plan

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

COMMERCIAL BID

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

11. SIGNING OF BIDS

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

Any inter-lineation, erasures or overwriting shall be valid only if they are signed by the person or persons signing the bid.

12.COMPLETENESS OF BIDS

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

13. SUBMISSION OF BIDS

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

14. SEALING AND MARKING OF BIDS

The Bidders shall seal the **envelope No.1 Technical envelope** and **envelope No.2 Commercial envelope in separate inner envelopes, duly marking the envelopes as “envelope No.1, Technical Envelope” and “envelope No.2 Commercial Envelope”**. The inner and outer envelopes shall be addressed to The Collector & Chairman Dist. Setu Samittee, Aurangabad. The two envelopes will be placed in an outer envelope. The outer envelope should also be addressed to the Collector & Chairman Dist.Setu Samittee, Aurangabad. This will contain the name and address of the Bidder to be returned unopened in case it is declared “late”. **If the outer envelope is not sealed and marked, the Tendering Authority will assume no responsibility for the Bid’s misplacement or premature opening. Telex, e-mail, cable or facsimile bids will be rejected.**

15. DEADLINE FOR SUBMISSION OF BIDS

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

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

16. LATE BIDS

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

17. WITHDRAWAL OF BIDS

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

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

18. PERIOD OF VALIDITY OF BIDS

Bids shall be valid for acceptance for a period of 90 days from the date of opening. A Bid valid for a shorter period shall be rejected by The Tendering Authority as non-responsive. In exceptional circumstances, the Tendering Authority may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

BID OPENING AND EVALUATION

19. EVALUATION COMMITTEE.

The tenders shall be evaluated by the Tender Evaluation Committee constituted by the Collector & Chairman Dist. Setu Samittee Aurangabad. The decision of the Tender Evaluation Committee in the evaluation of the Technical and Commercial bids shall be final.

20. OPENING OF BIDS:

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

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

officer and the financial bids will not be opened till the completion of evaluation of technical bids.

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

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

21. CLARIFICATION OF BIDS

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

22. SCRUTINY OF THE BID

Preliminary scrutiny will be made to determine whether the bids are complete, whether any computational errors have been made, whether required EMD has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

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

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

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

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

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

23. TECHNICAL EVALUATION

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

Criteria	Marks
Experience in providing IT Solutions for complex citizen service systems	20
Experience to run similar Setu Centers in Maharashtra in any district.	20
Understanding of the issues and project requirements	20
Proposed solution	20
Schedule of Implementation	20
TOTAL	100

Vendors with having minimum score of Fifty will only be considered for opening of bid. All vendors having score less than Fifty are considered to be not satisfying the technical requirements

24. ADDITIONAL INFORMATION

The Tendering Authority may ask Bidder(s) for additional information, visit to vendors site and/or ask for technical presentation and may arrange discussion with their professional, technical faculties to verify claims made in technical bid documentation.

25. DATE OF OPENING OF COMMERCIAL BIDS

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

26. APPLICABILITY OF THE RATES

The rates % share quoted shall be valid for any new services that may be introduced in future .

27. REVISED COMMERCIAL BIDS

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

28. OPENING OF COMMERCIAL BIDS

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

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

29. EVALUATION OF COMMERCIAL BIDS

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

30. AWARD CRITERIA

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

The financial bid will be evaluated on the basis of cost effectiveness of the solution. The bidder whose commercial offer has been determined to be lowest will be selected finally in District.

Tender holder opting for the entire district. No negotiation will be done on rates after opening of commercial bid.

31. CONTACTING THE TENDERING AUTHORITY

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

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

32. CORRUPT OR FRAUDULENT PRACTICES.

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

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

- a) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and
- b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Tendering Authority, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Tendering Authority of the benefits of the free and open competition;

The Tendering Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

33. NOTIFICATION OF AWARD

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

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

34. PERFORMANCE SECURITY AND SIGNING OF CONTRACT

Within seven (7) days of the receipt of notification of award from the Tendering Authority, the successful bidder shall furnish the **Performance security of Rs. 10.00 Lakhs (In words Rs.Ten lakhs)** for the entire district through DD in favor of Collector and Chairman Dist. Setu Samittee, Aurangabad. Also furnish **Rs.20.00 Lakhs Nationalize Bank Guarantee** in favor of Tendering authority in the form provided in the bidding documents, or in another form acceptable to the Tendering Authority.

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

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

35. BINDING CLAUSE

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

The Tendering Authority, reserves the right:-

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

36. CONDITIONAL TENDERS

Conditional tenders shall be summarily rejected.

37. INTERPRETATION OF THE CLAUSES

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

CONDITIONS OF CONTRACT :

:: PART – I ::

DEFINITIONS AND APPLICABILITY

1 DEFINITIONS

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

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

- k) "Rural Information Kiosk" (acronym RIK) is defined as an outstation extension counter of the SETU at the Tahsil/at circle head quarter. The term "Tahsil SETU" shall include the RIK.
- l) "SDO office" means office of the sub-divisional officers. In Aurangabad district the offices of the sub-divisional officers are located at Aurangabad, Sillod and Vaijapur.

2 APPLICATION OF THESE CONDITIONS

These Conditions shall apply to the extent that they are not super-ceded by provisions in other parts of the Contract.

3. OTHER DOCUMENTS THAT FORM PART OF THIS CONTRACT

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

4. Performance Security : No relaxation to anybody including SSI units will be provided.

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

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

:: PART II ::

A. INTRODUCTION TO SETU AND ITS CONCEPT

1. INTRODUCTION

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

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

SETU Centers are working very successfully. It is now proposed to start similar Centers in the other parts of the district on a **BOOT** basis (Build Own Operate & Transfer).

2. IMPLEMENTING AUTHORITY

The SETU Centers will be set up by a society under the name of SETU which will be set up under the control of the Collector of the district. The Operator will enter into an agreement with the Tendering Authority upon furnishing of a security deposit.

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

3. THE SELECTION OF OPERATORS

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

4. LOCATION OF CENTERS

Aurangabad has nine Talukas. The SETU Centers set up in all Talukas as shown above GroupWise. The Centers are to be located in the Collectorate Aurangabad & office of the Tahsil. Circle head quarters spread over the district. The Tahsil setu shall include the RIK. The office of the SDO shall be provided connectivity with the Tahsil SETU.

5. TIME FRAME IN WHICH TO BE SET UP

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

B. SALIENT FEATURES OF EXISTING SETU CENTERS

- The SETU center At the Taluka level eight to twelve counters are proposed. Taluka unit has been mentioned in clause 2.1 of part 3.
- There is a reception-counter-cum-help-desk for advice and assistance where all the required forms are provided. Assistance is also given to the citizen in filling up the forms correctly without levying any charges for the same.
- The details of the application and the accompanying documents are entered into the system at this time. Applications deficient in some documents are returned to the applicant along with a printout containing the details of the additional requirements that they have to comply before the application can be accepted.
- Complete applications are accepted. A unique number is generated for each of the application that is submitted and accepted at the counter.
- All mails (tapal) received from different senders including other government offices are accepted in the SETU and a receipt given.
- A counter to deliver the certificates and other document is provided.
- The service center is equipped with an electronic queuing system, electronic displays and controls.
- The front end working is handled by a private operator / NGO while the back end working is handled by government staff.
- The back end also includes processing room, mutation and 7/12 data entry room.

C. CITIZEN SERVICES PROPOSED TO BE PROVIDED AT SETU

The operator shall provide the following services in the SETU:

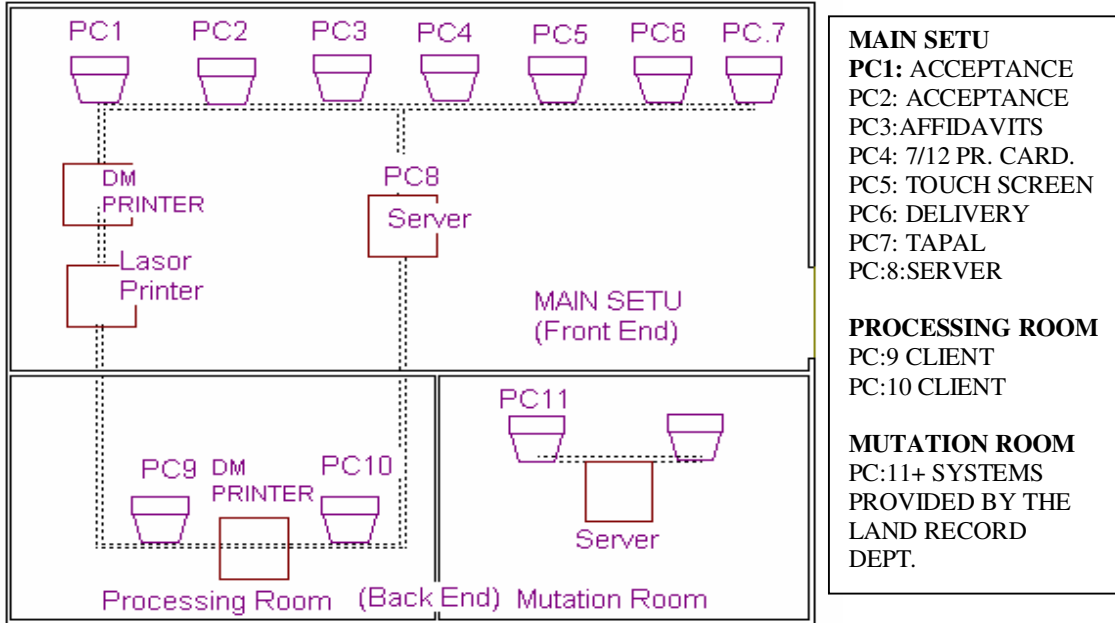
1. Providing help and guidance to visitors. Making sitting arrangements, arrangement of shed and drinking water for the Visitors/applicants, wherever necessary.
2. Preparation of the affidavits with the facility of digital photographs. The Tender holder shall procure the software necessary for this purpose. The software shall contain a set of pre-defined affidavits necessary for various official purposes.
3. Selling of the application forms which shall be printed by the Tender holder and sold at rates approved by the SETU Samitee.
4. Selling of the court fee stamps and stamped papers. The Tender holder shall obtain a valid license for this purpose from the Collector of Stamps.
5. Writing of applications free of cost for those desirous of making applications.
6. Distribution of 7/12, property cards, certificates and licenses ready for dispatch.
7. Providing facilities like Xerox, STD PCO, lamination so as to ensure that the visitor's needs are met under one roof. For this purpose, the Tender holder shall make separate arrangement by erecting a kiosk or cubicle adjoining the SETU center .
8. Acceptance of all applications given by the visitors and issuing tokens for the same.
9. Acceptance of all mail (Tapal) received by the office other than the applications. For this purpose, the software shall be procured by the Tender holder at his cost. the software will have to be approved by the SETU Samiti. The requirements of this software are as follows:
 - The software shall be LAN based.
 - The software shall generate a receipt in lieu of the Mail received.
 - The software shall sort and keep a track of the files distributed to various desks.
 - The software shall generate desk-wise worksheets.
 - The software shall monitor the final or interim disposal of the mail.
 - The software shall generate a register called as the Await Register which shall show the list of cases pending disposal for want of the reply from some other outside source viz. subordinate office, other offices or the concerned party.
 - The software shall generate reports of pendency taking into account the period of pendency, the class of mail, the sender category, urgency etc.
 - The software will also track files movement from setu to record room.

D. RURAL INFORMATION KIOSK:

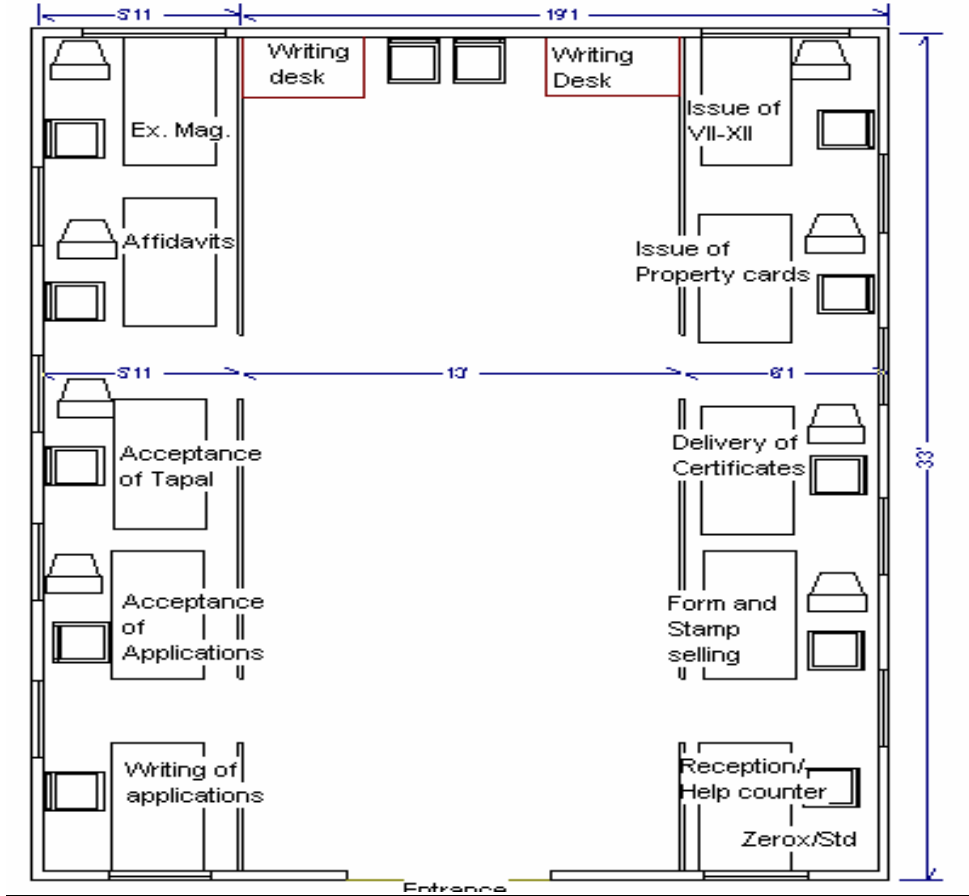
This is an outstation extension counter of the SETU of the Tahsil. The main features of the Rural Information Kiosk would be as detailed below:

- The RIK shall have a single counter, which shall serve the purpose of acceptance of various applications and distribution of the certificates, licenses, permissions etc. received from the Tahsil.
- The RIK shall be kept open by the operator from 1100hrs to 1700hrs including or holiday.
- The applications shall be accepted at the RIK and tokens given to the applicants.
- Later by the end of the day, the applications shall be forwarded to the Tahsil for necessary action.
- The replies received from the Tahsil shall be distributed at the RIK counter.
- The RIK shall transfer the information about the received application, along with scanned copies of applications and accompanying documents, on-line to Tahsil SETU.
- All the applications shall be physically transferred to the Tahsil SETU after 5 O' Clock in the evening.
- The final replies in form of the certificates, permissions, licenses shall be collected from the SETU of the Tahsil before 10.30 a.m. on every working day.
- The due date for the final disposal of the applications received in the RIK shall be three days more than the due date in the SETU. However, the applications seeking documents like the property card and the VII-XII extracts or copies of mutations and related documents; shall be dealt with forthwith. These shall be obtained on-line from the Tahsil SETU and delivered instantly to the applicant.
- The operator shall put at least one person in charge of every RIK, who shall be competent to handle the job. The entries of all the applications shall be made on the computer and this information sent to the Tahsil Setu from time to time.
- Minimum hardware requirement for the RIK shall be one work station, scanner, Dot matrix printer and a modem along with telephone connection..

E&F. OVERALL MODEL PLAN OF THE TAHSIL SETU *



This is an illustrative model. This may vary from taluka to taluka. Model Plan of SETU MAIN (Front End)*



♠ Entrance ♠

They may vary according to the requirements and according to the availability of space.

G. List of Certificates, permissions etc. to be processed at SETU.

Table: 1: Certificates issued in the SETU at the COLLECTOR'S OFFICE.

Sr.No	Subject	Fees Charge each Rs.	Period of Disposal
1	*Project affected person certificate	20/-	7 days
2	*Land acquisition certificate	20/-	3 days
3	Permission for sale of land on benefited Zone.	20/-	15 days
4	N.A. permission	20/-	45 days
5	Solvency certificate over Rs.5.00 lakhs	20/-	15 days
6	Application for lease of minor mineral lease.	20/-	30 days
7	Application for renewal of minor mineral lease.	20/-	30 days
8	Permission for sale of land under tenancy act.	20/-	21 days
9	Sugar dealer's license.	20/-	7 days
10	Kerosene license for trading in the parallel market	20/-	7 days
11	Video exhibitor's license	20/-	60 days
12	Renewal of video license.	20/-	30 days
13	Video games license.	20/-	30 days
14	Video games license renewal.	20/-	30 days
15	Cable registration certificate u/s 4(2)	20/-	15 days
16	Renewal of cable registration certificate u/s 4(2)	20/-	15 days
17	License u/s 4(2)B of Bombay ENT Duty Act	20/-	15 days
18	Cinema theatre permission.	20/-	60 days
19	Financial aid for the marriage of the daughter of the Freedom Fighter	20/-	7 days
20	Financial aid for the medical treatment of the Freedom Fighter.	20/-	7 days
21	Financial aid for the funeral rites of the parents of Freedom Fighter	20/-	7 days
22	New licenses for sell of crackers and gunpowder.	20/-	15 days
23	Renewal of license for sell of crackers and gun powder.	20/-	15 days
24	License for handling explosives over 5 Kgs.	20/-	15 days
25	License for underground storage of petroleum products.	20/-	15 days
26	Permission for extraction of minor minerals	20/-	2 days
27	License for cultural show/performance.	20/-	15 days
28	Renewal of Arms license with extension to the permission to purchase arm.	20/-	5 days
29	Renewal of Arms license(along with inspection of Arms)	20/-	1 days
30	Entry of purchase of Arm to be taken in the	20/-	1 Days

	Arms license		
31	Eating house permission	20/-	3 days
32	Renewal of eating house permission	20/-	3 days
33	Renewal of temporary/permanent cinema theatre permission.	20/-	15 days
34	Renewal of wholesale kerosene license.	20/-	1 days
35	Small savings agency	20/-	7 days
36	New Mahila Pradhan Agency	20/-	7 days
37.	Permission to draw loan on the name of the minor	20/-	7 days
38	*Certified copy (of document prior to 1992) Search & supply Copying fees extra as per rule	20/-	15 days
39	*Certified copy (of document after 1992) Search & supply Copying fees extra as per rule	20/-	7 days
40	Property card Search & supply Copying fees extra as per rule	10/-	immediate
41	Certified copy of TILR Search & supply Copying fees extra as per rule	20/-	7 days
42	Mutation entry in the record of the TILR	20/-	30 days
43	Measurement of land by TILR(regular urgent, immediate.)	20/-	60 days

Note :-

- Immediate or 0 days means on the very day on which the application is received.
- 1 days means latest by 6 o' clock on the next day on which the application is received.
- The operator of the Setu shall hand over all the applications which are supposed to be processed within a period of 1 day or less within one hour of its receipt to the concerned desk or in the processing room. All other applications should be handed over to the concerned desk or in the processing room by 6'O clock on the same day. In the event of the applications being received after six O' clock or on a holiday; these shall be transferred by 12 O' clock Noon on the very next Working Day.
- The starred items (subject marked as *) are also issued urgently on the same day if the applicant pays urgency fees. In all such cases of urgency the applications shall be transferred to the processing room or the concerned desk within one hour of the receipt.

The above list of subjects as well as the period of disposal are liable to be modified by the SETU Samitee or by the Collector . The operator will execute the modifications within a maximum, period of seven days from the date of getting the intimation from the collector. These modifications will be carried out at no extra cost.

Table: 2: Certificates issued in the SETU at the TAHSIL OFFICE.

Sr.	Subject	Fees Charge each Rs.	Period Of Disposal
1.	Application for registration of Birth/death	20/-	1 days
2.	Solvency certificate	20/-	1 Days
3.	Income certificate	20/-	1 Days
4.	Domicile certificate	20/-	1 Days
5.	Senior citizen's certificate	20/-	1 Days
6.	Hotel license	20/-	21 Days
7.	Renewal of hotel license	20/-	7 Days
8.	Performance license	20/-	7 Days
9.	Certificate of being agriculturist.	20/-	1 Days
10.	Property card	20/-	immediate
11.	Computerized 7/12 extract	15/-	immediate
12.	8A extract.	20/-	immediate
13.	Certificate of being a local resident	20/-	3 Days
14.	Certificate of being an agricultural laborer	20/-	3 Days
15.	N.A. permission	20/-	45 Days
16.	Income certificate for BPL.	20/-	1 Days
17.	Minor minerals extraction permission	20/-	3 Days
18.	Temporary N.A. permission	20/-	15 Days
19.	Issue of New ration card.	20/-	15 Days
20.	Increase or decrease in the units of the ration card.	20/-	1 Days
21.	Certified copy Search & supply Copying fees extra as per rule	20/-	15 Days
22.	Change in the details of the Ration card.	20/-	1 Days
23.	Non-creamy Layer certificate.	20/-	7 Days
24.	Certificate for women of open category	20/-	7 Days
25.	Application for caste certificate of all categories.	20/-	7 Days
26.	All affidavits	20/-	immediate
27.	Certificate regarding heir ship.	20/-	10 Days
28.	Copy of current mutation entry.	20/-	immediate
29.	Permission to lift water u/s 70 of MLRC.	20/-	15 Days
30.	Certified copy from the TILR Search & supply Copying fees extra as per rule	20/-	7 days
31.	Mutation entry in the record of the TILR	20/-	30 days
32.	Measurement of land by TILR (regular urgent, immediate.)	20/-	60 days

Note :-

- Immediate or 0 days means on the very day on which the application is received.
- 1 days means latest by 6 o' clock on the next day on which the application is received.
- The operator of the Setu shall hand over all the applications that are supposed to be processed within a period of 1 day; within one hour of its receipt to the concerned desk or in the processing room. All other applications should be handed over to the concerned desk or in the processing room by 6'O clock on the same day. In the event of the applications being are received after 6 O' clock or on a holiday, these shall be transferred by 12 O' clock Noon on the succeeding Working Day.

The above list of subjects as well as the period of disposal are liable to be modified by the SETU Samiti or by the Collector . The operator will execute the modifications within a maximum period of seven days from the date of getting the intimation from the Collector. These modifications will be carried out at no extra cost.

H. Man Power Deployment and Hardware Placement PLAN

Position	Function	Number	Hardware placement.	
			PC	printer
SETU Manager		01	-	-
SETU counter Staff	Form selling	01	-	-
	Form writing	01	01	01
	Form acceptance	01	02	01
	Tapal acceptance	01	01	01
	Delivery	01	01	-
	7/12 issue	01	01	01
	Property card	01	01	01
	Affidavits	01	01	01
	Xerox, PCO & Lamination	01	-	-
	Certificate Processing	01	03	01
	Land Data Processing	01	01	01
Counter Staff	-	12	-	-
Total	-	12	12	08

In the land data processing room some of the hardware has already been provided by the land records department. The above figures indicate the hardware to be provided by the operator.

The manpower may be required to be increased if the volume of work increases. The operator shall be bound to increase the manpower without any extra cost.

UPS, Switch/HUB, Scanner, Bio-metric device, CD writer, Digital web camera etc. will be provided by the operator as per need and requirement.

:: PART III ::

SCOPE OF WORK

1. SCOPE OF WORK OF BOOT OPERATOR

The following will be the scope of work for the BOOT Operator proposed to be appointed:

- 1) The Operators shall install the required hardware, software and other equipment and maintain the same for a period of five years from the date of its acceptance, as per the conditions prescribed in this document, and in the time frame prescribed at his own cost.
- 2) The Operator will provide hardware sets along with operation system as given in the **Annex-2-A, 2-B, 2-C, 2-D, 2-E**
- 3) The Operator will provide hardware for a help desk at each location. Such help desk will consist of an automatic token dispenser, one or more Inquiry counters to give out information and application forms, as well as application writing facilities.
- 4) The operator will provide the front-end furniture. The counters will have a system for electronic token display system.
- 5) The operator will be responsible for providing the necessary environment required for the proper upkeep & maintenance of the premises in all locations.
- 6) The Operator shall operate the front end and help desk counters of the SETU Centers for the entire contract period at their expense. The scope of the word '**operate**' shall be construed to mean manning the counters with suitable trained, well behaved and polite staff to handle front end transactions **but not** the back end operation of the centers. The operations would include data entry, scanning, sorting, indexing, printing and delivery of output in various media including paper, pre-printed stationary, etc.
- 7) The back end of the centers will be manned by the staff of the respective government departments. The Operator will be required to issue the final orders, permits, licenses, etc after they have been approved and signed (where required) by the back end government staff.
- 8) The Operator will provide training of personnel of the Implementing Authority in running of the applications. The Operator shall arrange training workshops for improving the skills of the back end Government staff in proper day-to-day usage of the software. The workshops shall cover all the staff at least once in 6 months and on a need basis whenever required. The first batch of such workshops shall be conducted at least 14 days before the commencement of the SETU Center.(refer to annexure 12)
- 9) The timings of the centers will be either a) during office hours or b) after office hours and also on holidays if required, This will be decided by the District SETU Society.
- 10) The Operator will be responsible for ensuring that the response-times in accessing the servers and provision of counter services at all times during the currency of the contract.
- 11) The operator will be responsible for the maintenance of the systems on a turnkey basis. He shall provide trained manpower to maintain the hardware, networking equipment and software at all locations, which are allotted to the agency. Maintaining the required uptime of all the systems to ensure provision of quality services to the citizens are the main ingredients of the proposal. The

Operator shall ensure a system uptime of 98% and full power availability for the specified time.

- 12) The Operator will be responsible for the supply of consumables, stationery and media, and any other material required essentially to provide the services. The operator shall meet the cost of power and telecommunication, at the SETU Centers and RIKs for the contract period
- 13) The operator will be responsible for providing a reliable connectivity between the Tahsil Setu to the RIKs and to the office of the respective SDO. He shall also provide connectivity between SETU Centers and the district control room or such other center from where the data is consolidated for the whole state.
- 14) The Operator will install and maintain Air-conditioning equipment covering the switch room area only at District.
- 15) The operator shall organize at his expense wide publicity through all media, for SETU.
- 16) The Operator shall provide and maintain in good working condition Electrical Fittings of all types at each SETU center, RIK and the processing room..
- 17) To have uniformity throughout the state a standard board to be displayed by vendors giving instructions, general information, facilities available regarding Setu to the Citizens.
- 18) It is expected that Setu should be run in a business like manner and vendor should try to obtain ISO-9001 certification for Setu within the period of two years.
- 19) Prepare the site for Integrated Citizen Facilitation Center (SETU) at Tahsil Headquarter by providing necessary civil and electrical work
- 20) Setting up of Rural Information Kiosks at the chosen rural centers within stipulated period which will be decided by SETU SAMITI. These Kiosks shall have to be linked to the Setu server at Tahsil.
- 21) Provide all the Hardware and Peripherals required to meet the desired service standards **(specified in Annexure 2A,2B,2C,2D,2E)**.
- 22) Provide internal woodwork required for necessary civil & electrical work in the backup & processing room at the Tahsil Office.
- 23) Provide internal woodwork required for setting up of the counters as per the layout plan (specified in part II). This layout may vary to some extent from one Tahsil to another depending upon the space availability and the requirements of the Tahsil.
- 24) Provide networking as per the requirements of SETU and Rural Information Kiosks.
- 25) Carry out data entry and updation of land record using software developed by the NIC **(Annexure 13 and 14)**.
- 26) Carry out data entry & updation required due to further developments of the software if any.
- 27) Carry out processing of all applications for generation of computerized certificates using software developed by the successful bidder conditional to the approval of the tendering authority or using such software as is already in use in the running SETU centers at some of the districts of Maharashtra. The cost of the software to be borne by the successful bidder.(Part II-G _Table 1&2 - list of certificates to be processed along with the processing and delivery schedule)
- 28) Carry out entry of all Tapal received by the office using software developed by the successful bidder conditional to the approval of the tendering authority or using such software as is already in use in the running SETU centers at some of the districts of Maharashtra. The cost of the software to be borne by the successful bidder.(Part II C9-Requirements of the tapal software.)

- 29) Provide manpower to run the SETU (for manning the counters and processing the applications) & the village level Rural Information Kiosks and also for data entry & updation of land records and taking backup of data at regular interval (**Part II-H- Manpower Deployment and hardware placement Plan**).
- 30) Provide consumables as per requirement.
- 31) Carry out maintenance of the hardware supplied and also the civil, wood and electrical work of the SETU Center & Rural Information Kiosks Centers.
- 32) Provide hard copies & CDs of various documents as detailed by the SETU SAMITI from time to time.
- 33) Provide computer training to the talathis, mandal adhikaris & tahsil staff to the proficiency level necessary for their work in the field as per the syllabus prescribed by SETU SAMITI (**ANNEXURE 12**).
- 34) Scanning of existing mutation records for issuance to the public through SETU kendras and Rural Information Kiosks.
- 35) Provide data warehousing facilities for storage of data.
- 36) Prepare various MIS reports on land records and SETU as per the direction of Collector, Aurangabad & concerned Sub-divisional officers and Tahsildars.
- 37) Carry out Scanning of existing mutation records & 7/12 records.
- 38) Develop a web-site for the Tahsil level SETU .
- 39) Provide anti-virus kits wherever necessary.
- 40) Provide electronic Token display system.
- 41) Transfer data on daily basis to the District server.
- 42) Register digital signature of Land Record Managers.
- 43) Transfer the full fledged functional and operational SETU and KIOSKS free of cost to SETU SAMITI after completion of lease period.
- 44) Obey and execute order, suggestions and directions given by State Government of Maharashtra, State level Setu Society, District Setu Samiti.
- 45) Keep healthy relations, coordination and cooperation with Revenue machinery working under District Collector.
- 46) Carry out Migration of data and its proper functionality on cross platform RDBMS due to change of Government instructions from time to time.
- 47) Collect all fees through back End i.e. through authorized Govt. servant deputed by SETU SAMITI.
- 48) Carry out movement of files which are completed from setu to record room.

1A. Methodology for one stop clearance at Dist. SETU and Tahsil SETU

1. **Help Desk** would guide the visitors and applicants regarding various counters and would provide necessary information about the procedure in the SETU. It would also help and guide to prepare the documents for the required certificates.
2. **Blank application Forms, stamps and stamp papers selling Desk** would give a set of format at a cost (to be decided in consultation & confirmation by Dist. SETU Samiti) and stamp, stamp papers as per requirement of the applicants. A separate person by name would be duly authorized for selling of stamps and stamp papers by Collector of Stamps in the Setu.
3. **Writing Desk** – Facility of writing/ filling the forms would be provided free of cost to the applicants.
4. **Application Acceptance Counter** – Application can be presented on behalf of the applicant along with all the documents at the Acceptance Counter(s).
5. Counter operator enters the key data and does the initial scrutiny to see if all the required information is available or not. If not, a reply mentioning the deficiency is generated and issued along with the papers, for compliance as indicated. The file number (or token number) can be used next time the citizen visits the centre.
6. The Acceptance Counter would receive cash and issue receipt thereof for the cost of the certificate asked for.
7. If all the information is available along with the submitted form, a file number is generated and file is accepted.
8. A token is issued to the presenter of the application with a unique number. The token indicates the date (or time) when the reply can be expected at the issue counter against that token number.
9. **Affidavit Counter** – A separate desk would be available which would printout and notaries the affidavits required for the certificate. A web camera will take the photograph of the person executing the affidavit. Photograph of the person will be printed electronically on the affidavit. **The Magistrate** appointed for the purpose shall notarize this affidavit after due verification.
10. File is then sent manually with a peon **to the processing room** or to the concerned desk as directed by the head of the office. Generally the routine types of applications which are received in large numbers or do not involve elaborate processing (such as caste certificates, income certificates, domicile certificates etc) are sent to the processing room. The other applications and tapal involving elaborate decision making is send to the concerned desk. the head of the office may decide where different kinds of applications will be processed.

11. The file is duly processed by the concerned staff at the desk or in the processing room. The staff is assisted by the persons appointed by the operator in the processing room.
12. Officer scrutinizes the documents and on being satisfied about the claim of the applicant, authenticates the issue of the certificate asked for. The certificate is printed, seal affixed and signed by the officer.
13. If the officer is not satisfied, the file is sent for more detailed enquiry including a field visit, if required. Applicant is informed about the next date and place for enquiry at the delivery counter. In case, certificate can not be issued, the computer generated letter giving the reasons for rejection is issued, to the applicant.
14. After the signature of the Officer is obtained, the peon would then manually carry the file with certificates or the replies to the delivery counter.
15. **The delivery counter** would announce the token number. The **electronic token number display device** shall be used. Token would be collected back from the applicant and a receipt would be taken from the applicant against the delivery of the certificate or the letter. This receipt would be computer generated, which would indicate the date and the time when the receipt was signed.
16. The affidavit counter, 7/12 and property cards issue counter would collect the prescribed charges from the applicant for issuance of 7/12, property card and affidavit on same counter.
17. The changes in the land records including 7/12 and property cards are to be carried out through mutations. **The mutation Room** will be used for making new mutations and storing of the scanned land records. The copies of recent and past mutations as well as the scanned record consisting of old 7/12 shall be available in the Mutation Room.
18. File including the receipt would then be consigned to records and kept in a closet provided near the counter. All such files would then be delivered to the Record room. Signature of the record room keeper would be given to the delivery counter.
19. **Tapal acceptance counter** – Entire office tapal would be accepted at this counter and receipt if required be given to those delivering the tapal by hand. After the perusal and section-wise marking of tapal by concerned officers, section-wise data entry be done. After completion of data entry immediately entire tapal would be distributed to the concerned sections of the office, manually. Entered tapal can be seen by all computers in LAN in the office. Filling the worksheet and Await register will be done by different desks in the office, connected in LAN.
20. A daily tally of the tokens received back, files opened and files deposited with the record room would be generated so as not to keep any work pending at the end of the day.
21. Controls would be built in to ensure that the figures, reduced in words are correctly entered. Duplicate or contrary certificates will not be issued for the same name or the address. Details relating to particulars of an applicant entered first time can not be changed when the person comes again with varied details. In such cases of

differences noticed, the officer would come to know the same for taking appropriate action for falsification of records.

22. In case the delivery of the certificate can not be made within the specified period, charges will be returned minus the transaction cost of the operator and fifty percent of the minimum standard cost for the certificate.
23. In case the applicant does not arrive in time to receive the certificate, the certificate will be kept in Setu for a period of 30 days, after which it will be consigned to record.
24. In case the token is lost or misplaced, duplicate token will be issued at a nominal charge to be decided by the District SETU Samiti.
25. All the collections at the Acceptance Counter, 7/12 counter, Property Card Counter, Affidavit Counter will be paid in the account of Setu on a daily basis and daily accounts sheet put up to the Tahsildar or Collector as the case may be. Amounts collected at the RIK will be paid within seven days in the account of respective Setu.

Note- The Collector Aurangabad shall be at liberty to make minor modifications, as and when required, in the methodology given above, to ensure better functioning of the SETU and to give better services to the public at large.

2. HARDWARE

The extent of hardware to be provided is specified in **Annexure 2A,2B,2C,2D 2E.** .

2.1 Number of Units:

A. Taluka unit.

It is expected that an average of 75 transactions can be handled per day with a **unit** and comprising of hardware as scheduled **in part 2: E** .

The total number of taluka units are 13 in number.

2.1 B. District unit.

It is expected that an average of 50 transactions can be handled per day with a **unit** and comprising of hardware as scheduled in part 2: E. All this hardware is to be provided by the successful Tender holder himself.

A particular SETU Center can be set up with multiple numbers of such units depending upon the actual transactions that are actually required to be done. The SETU Center would usually be designed to serve about 75 citizens at taluka level and 50 citizens at district level per day. All counters can be operated during peak times and on peak days. Peak traffic is usually expected during office hours and on working days. A lesser number of counters can be operated during the lean periods. The Operator is expected to increase the number of units as and when the number of transactions increases. The essence of the contract is to provide a time bound service to the citizens. In case the service levels are not maintained, suitable penalties will be levied on the Operator as stated in the **Clause 3** of the Contract part 4.

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

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

2.3 Hardware Installation

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

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

Installation, Commissioning & testing after delivery.

- a Supply and installation of servers.
- b Supply and installation of clients Pre-loaded with Windows 2000 Professional
- c Preparation of site implementation document
- d Installation of the following Network Components:
 - Installation of switch
 - Configuration of Dial-up modems
 - Providing for patch cords.
 - Providing Bio-Metric Device
- e Installation and configuration of Linux DB2 Red Hat 7.2 (O.S.) & Universal Database.
- f Installation and Configuration Virus Clearance Software on servers and clients.
- g Installation of multilingual software (ISM 2000)
- h The vendor has to integrate all the installed software on server and/or on all the clients.
- i Vendor shall provide a list of their approved technical support staff, together with their working experience.
- j Vendor shall provide at least one support Analyst as the focal point of contact between department and vendor and an alternative person in his absence.
- k On-site System administration and LAN maintenance
- l Database Installation & Administration
- m Implementation of Data and Network Security
- n Backup and Recovery of Data.
- o Installation of application Software.
- p Maintain adequate redundancy (10%) of hardware items.

2.4 Electricity Bills

All electricity bills connected with SETU, backup & processing room and Rural Information Kiosks will be borne by the successful bidder for the contract period.

2.5 Telephones

The successful bidder will provide for telephone lines as under.

For SETU :

- One lease line and necessary peripherals for connection to BSNL exchange
- Necessary telephone lines for providing access to Rural Information Kiosks.

For RIKs :

- One telephone line per Rural Information Kiosks.

The successful bidder will have to bear all the cost towards payment of telephone connections & regular bills.

3. SITE PREPARATION

Suitable specifications or layout for locating Counters, token display systems, hardware, CVT, UPS, Air Conditioners, sitting arrangements, writing facility, location of counters, or any other equipment will be finalized in consultation with the Implementing Authority. Suitable boards to guide the citizens about the services at the center will also be provided. The Operator will be required to prepare the sites accordingly after the civil works, if any, are completed by the implementing Authority.

The civil and electric works shall necessarily have the following features:

A) Civil Works

- i. Kota stone (mirror polish) flooring
- ii. Plastering of walls & ceilings as required and then paint them
- iii. Installation of Aluminum frame glass windows
- iv. Installation of iron grills in the windows and collapsible iron gate at the main entrance
- v. Internal painting using plastic emulsion paint & exterior with cement paint of a reputed company
- vi. Install a backlit board indicating the type of certificate etc. to be issued from the SETU and RIKs, their processing period and the charges.
- vii. Arrangements for drinking water facility for the visitors.
- viii. Arrangement for providing shed for the visitors waiting outside the Setu.
- ix. Cubicle for STD and Xerox

B) Electric Work

- i. Installation of a three phase connection
- ii. Installation of a separate meter
- iii. Internal wiring as required
- iv. Light and fan fitting as required

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

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

4. NETWORKING EQUIPMENT

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

5. SYSTEM SOFTWARE

The finally selected operator(s) of all the regions will study the system and requirements for a period of one month. After this they will submit a concept paper and make a presentation before a committee formed by the SETU Apex society. The committee will select the best model and concept paper and the operator will be asked to prepare software. The software developed must be able to integrate with

the software developed by NIC for land records applications (The software of the Land Records Department has been developed under Linux and Db2). Other operators will have to either purchase this software from this operator or develop software based on the approved concept paper. Installation and configuration of suitable Anti Virus Software on servers and clients, installation of multilingual software (ISM 2005 or latest) will be the responsibility of the Operator. The Operator has to integrate all the installed software on server and / or on all the clients as well as installation of application software. Database installation & administration, backup and recovery of data will also be the responsibility of the Operator. **OR**

The Directorate of Information Technology may also provide software for implementation of SETU Program in the State.

6. ELECTRONIC DISPLAY AND TOKEN SYSTEM

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

7. UPS or DG:- The operator shall provide UPS or DG backup of at least eight hours at each SETU Center to ensure provision of citizen services even when there is a shut-down of power at the Center.

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

8. SUPPLY OF CONSUMABLES

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

- i. Ribbons for Dot Matrix Printers
- ii. Cartridges for Laser Printers
- iii. Pre-Printed computer stationery required for various applications and certificates. The stationery used for all statutory certificates shall be security paper, to prevent duplication.
- iv. Plain paper, files, folders and other stationery articles.

If any doubt arises, whether any item or article can be categorized as required for functional operations or not, or with regard to the quantities used, the decision of the Tendering Authority shall be final.

The operator shall maintain an inventory adequate for one month's operations at each SETU Center.

9. MAINTENANCE SERVICES

The maintenance and upkeep of all the equipment as well as the physical security of the Centre during the entire period of the contract shall be the responsibility of the Operator. The maintenance services of systems shall include following activities as per requirement.:

- a) Carrying out the necessary repairs and fitting of replacement parts wherever applicable. The operator shall maintain an uptime of at least 98%. The operator should normally maintain adequate redundancy (10%) of hardware items.

- b) Preventive maintenance to keep the system functional at all times. Preventive maintenance shall not be attended during SETU's working hours.
- c) Load and Reload software on desktop OS like Win 98/2000/XP, Linux, NT, Office 2000/XP, Lotus Smart suite, Star Office, IE etc.
- d) Installation and Reload Support for Server OS like Windows NT Server, SCO UNIX etc.
- e) Installation and Reload Support for Application software.
- f) Rectification of system software problems due to crashing or malfunctioning of the OS; RDBMS or front end, within the time limits prescribed.
- g) Installation of upgrades of system software namely, OS, RDBMS, and front end
- h) Guarding the systems against virus infections using the latest anti-virus tools.
- i) To support and maintain the proprietary applications of different departments on the mutually agreed terms.

10. SAFETY REQUIREMENTS

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

The operator shall take **insurance** (against fire, theft etc) for all his assets/goods including SETU hall /RIK. The premium will have to be paid by the operator for the contract period.

Adequate security arrangements at SETU /RIK will be the responsibility of the operator.

11. OPERATOR'S OBLIGATIONS

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

12. COMMISSIONING OF THE CENTERS

The center will be considered to be commissioned when the center is complete in all respects. Complete in all respects means :

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

After the vendor completes the above mentioned tasks he will inform in writing to the district SETU society. The society will then ask the vendor to run the centre on trial basis for a period of seven days during which he will not charge people of services provided. If the society finds the service satisfactory then he will be asked to start work as per the contract and he will then start all the activities and also start

collecting service charges from people. The date on which he actually starts this work will be considered date of commissioning. In case during the trial period of seven days the society finds his service as not-satisfactory then the vendor will be communicated such requirements and in such case the process mentioned above will be repeated.

12A. Time schedule for completion of various activities by the operator.

13. INSPECTIONS AND TESTS

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

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

Should any inspected or tested Goods fail to conform to the specifications, the Implementing / Tendering Authority may reject the goods and the Operator shall either replace the rejected Goods or make alterations necessary to meet the required specifications free of costs to the Implementing / Tendering Authority.

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

14. OPERATION AND MAINTENANCE MANUALS

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

15. TRAINING OF SETU PERSONNEL

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

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

16. MANPOWER

The Operator is responsible for providing well trained adequate staff for manning the front end counters at the SETU Centers. The staff should be trained, must dress in a decent manner (as per the dress code given by the collector), should be polite and offer the services with a smile.

17. CONNECTIVITY

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

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

The operator shall also provide for the connectivity between the Tahsil and the respective office of the SDO and Setu at Dist. Collector office.

18. SECURITY OF THE SYSTEMS & DATA

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

All databases which are required to be accessed and updated on a continuous basis shall be mirrored at the cost of the operator. The operator shall also be responsible for overall consistency and integrity of such mirrored databases. A penalty of Rs 10,000 will be levied for each day when any inconsistency is noticed till the same is rectified to the satisfaction of the Collector. The operator shall maintain a log of the transactions at each center in a database as per the existing practice at the pilot project.

19. ACCESS CONTROLS

On the servers set up in the District control room / Data center access Controls shall be provided to ensure that the departmental databases are not tampered/alterd/modified/deleted/ by the counter-operators, except updating the records as a part of the transaction with a citizen. Periodic surprise checks will be conducted by the SETU officials to ensure the security and reliability of the system. All the technical people associated with the center shall be allotted passwords to monitor any modifications to the database, application software and changes to the departmental master data.

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

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

20. INTELLECTUAL PROPERTY RIGHTS

The source code of the application Software is also to be handed over to the Tendering Authority. The Intellectual Property Rights will belong to the Tendering Authority.

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

21. PATENT RIGHTS

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

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

In the event of any claim asserted by a third party for software piracy, the Operator shall act expeditiously to extinguish such claim. If the Operator fails to comply and the Tendering Authority is required to pay compensation to a third party resulting from such a claim, the Operator shall be responsible for compensation including all expenses, court costs and lawyer fees. The Tendering Authority will give notice to the Operator of such claim if it is made, and the Operator shall reimburse the same to the Tendering Authority without delay.

22. OWNERSHIP OF DATA

While the operator is responsible for the functioning and operation of the citizen centers, the backend databases will be owned and maintained by the departments themselves. The operator can be given special read only rights by the society in specific cases. Government will be the owner of all data, transactions in any form kept at the centers either in electronic form or physical form such as paper etc.

23. PERFORMANCE LEVELS IN TERMS OF AVAILABILITY OF SYSTEMS

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

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

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

$$\frac{\text{Uptime in terms of working days during the month} \times 100}{\text{Available working days in the month}}$$

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

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

Category of Transaction	Nature of Work	Time taken	
a)	Maximum waiting time	20 minutes	
b)	Collection of Utility Charges	Accessing the server	10 minutes
		Accepting Money	
		Saving the Data	
		Printing the Receipt	
c)	Accepting an application	Accessing the server	10 minutes
		Data entry	
		Saving the Data	
		Issuing a receipt	
d)	Delivery of any Certificate, License	Issuing the document after he receives from authority .	30 minutes

25. RESPONSIBILITIES OF TENDERING / IMPLEMENTING AUTHORITY

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

The operator shall be responsible for the completion of civil works including general electrical work required at all the SETU Centers.

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

26. CHANGE ORDERS

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

- a) Drawings, designs, or specifications, where Goods to be supplied under the Contract are to be specifically manufactured for the Implementing / Tendering Authority;
- b) The place of delivery; and/or
- c) The services to be provided by the Operator.

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

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

27. PERIOD OF CONTRACT

The period of the contract will be (5) five years from the date of commissioning of the setup.

The Government reserves the option of taking over the assets ***at a nominal cost of Rs. 1/-*** at the end of five years,

:: PART IV ::

COMMERCIAL TERMS

1. DELAYS IN THE SUPPLIER'S PERFORMANCE

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

2. PENALTY FOR DELAY IN LAUNCHING OF THE PROJECT

The operator shall adhere to the time schedule indicated in Tender notification for completion of the Project. He shall complete installation and commencement within specified period from the date of handing over the site. In case of delay in execution of the project, a penalty calculated at the rate of Rs. Ten Thousand per day of delay for each such centre shall be levied. The maximum penalty shall be limited to Rs 10 Lakhs. Once the maximum is reached, the Tendering / Implementing Authority may consider termination of the contract.

3. PENALTY FOR SHORTFALL IN PERFORMANCE LEVELS:

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

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

For calculation of penalties such down time should not be considered for which the operator is not responsible. Before imposing any penalty the Society will give opportunity to the operator to represent his case. The vender has to maintain performance levels as given in part 3 clause 24. In case he fails to deliver certificate to the applicant within the given period then he will be charged penalty of Rs.Two (Rs.2/-) per transaction per hour delay. But the society will verify that this delay was due to non-performance of the staff appointed by vendor.

4. PAYMENT TO THE OPERATOR

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

- a) The payments will be made to the Operator on a monthly basis.
- b) The Operator's request(s) for payment towards charges for the transactions effected in SETU center shall be made to the Implementing Agency in writing, accompanied by necessary documentation as specified by the Tendering / Implementing Agency from time to time.
- C) Monthly payment = No. of transactions in month X per transaction rate to be paid to the vendor -- Penalties if any. The Implementing Authority will release the 80% of the payment within 10 days from the date of receipt of

bill, provided there is no dispute. The remaining 20% payment will be made after verification of the service levels maintained.

- d) All penalties imposed on the Operator for non-performance will be deducted from the payments.
- e) All work contract tax and income tax will be deducted at source as per the prevalent rules & regulations at the time of making payments to the Operator during the billing cycles.
- f) SETU Society will decide the Charges of the certificates issued from the SETU centre. The society may keep different rates for different certificates but the vendor shall be paid on per transaction basis only.
- g) The citizen will have to pay following amount for obtaining a certificate.
Total service charge cost to be paid to the vendor for one transaction + standard minimum cost coming to SETU society.

5. TAXES AND DUTIES:

The operator shall be entirely responsible for all taxes, duties, license fee, Octroi, road permits etc. No increase in the rates will be allowed during the period of the contract.

:: PART V ::

GENERAL CONDITIONS

1. USE OF CONTRACT DOCUMENTS AND INFORMATION

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

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

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

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

2. TERMINATION FOR DEFAULT

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

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

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

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

3. CONSEQUENCES OF TERMINATION

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

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

4. TERMINATION FOR INSOLVENCY

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

5. FORCE MAJEURE

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

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

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

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

6. RESOLUTION OF DISPUTES

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

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

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

If any dispute cannot be settled amicably then it shall be referred to the sole arbitrator who shall be the State Level Setu Samitti, Mumbai and whose decision will be final and binding on both the parties.

7. GOVERNING LANGUAGE

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

8. APPLICABLE LAW

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

9. NOTICES

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, cable or facsimile and confirmed in writing to the party's address.

A notice shall be effective when delivered or on the notices effective date, whichever is later.

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

The Tendering Authority:

District Collector & Chairman Dist. Setu Samittee, Aurangabad,

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

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

Annexure I

List of Tahsils and Names of places where SETU & Rural Kiosks are to be commissioned in the various subdivisions of Aurangabad District.

Probable list of 65 Circle Level Rural Information Kiosk Locations

Name of Project	Taluka	Rural Information Kiosks Locations at 65 Circle head quarters
Setting up Rural Information Kiosks	Aurangabad	1.Aurangabad, 2. Osmanpura, 3. Bhausingpura, 4.Kanchanwadi, 5.Chitepimpalgaon, 6 Karmad, 7.Chowka, 8.Ladsawangi, 9.Chikalhana, 10.Harsul.
	Paithan	1.Paithan, 2.Vihmandwa, 3.Pachod Bk, 4.Adul, 5.Lohgaon, 6.Balanagar, 7.Bidkin, 8. Nandar, 9.Dhorkin, 10.Pimpalwadi Pirachi,
	Phulambri	1.Phulambri, 2.Wadodbazar, 3.Aland, 4.Peerbawda,
	Vaijapur	1.Vaijapur, 2. Lasurgaon, 3.Ladgaon, 4.Mahalgaon, 5.Khandala, 6.Garaj, 7.Nagamthan, 9.Borsar, 10.Loni Kh.,
	Gangapur	1.Gangapur, 2.Harsulgaon, 3.Waluj, 4.Turkabad, 5.Sidhnathwadgaon, 6.Manjri, 7.Shendurwada, 8.Dongaon, 9.Bhendala.
	Khultabad	1.Khultabad, 2.Sultanpur, 3.Bazarsawangi
	Sillod	1.Sillod, 2.Bharadi, 3.Ambhai, 4.Amthana, 5.Ajintha, 6. Golegaon, 7.Nillod, 8.BorgaonBazar.
	Kannad	1. Kannad, 2.Deogaon Rangari, 3.Pishor, 4.Karanjkhedda, 5.Chapaner, 6.Chikalthan, 7.Nachanwel, 8.Chincholi Limbaji,
	Soegaon	1.Soegaon, 2. Banoti, 3. Sawaladbara

ANNEXURE – 2A

Requirement of Hardware at each Location

Type of Offices	Taluka SETU	District Setu centre	RIK
Hardware Required			
Items per Unit			
Desktops	6	11	1
Laser Printer	1	1	
Dot Matrix Printer	2 / 132 col	2 / 132 col heavy duty	1
Common Infrastructure			
Dual Processor Server	1 server	1 midrange server	
Modem 56.6 Kbps (Internal)	1	1	1
CD Writer (Internal)	1	1	
On-Line UPS	10 KVA (Battery Backup up to 8 hours)	10 KVA (Battery Backup up to 8 hours)	1 KVA (Battery Backup up to 8 hours)
Switch / Hub with suitable Cabling/ Patch cords	16 Port Switch 10/100 mbps	16 Port Switch 10/250 mbps	
Electronic Token Display system	1	1	
Electronic Token Dispenser	1	1	
Scanner	1	1	1
Web cam	1	1	
RAS (Remote Access Server)	1 (8 port)	1 (16 port)	

NOTE: All the Installed Hardware should be new.

ANNEXURE-2B

Specification for Hardware : Server configuration for TALUKA SETU

S. No	Description	Required Specifications	
1	Make	Manufactured by ISO 9001 or 9002 certified manufacturing unit.	
2	Model	Must be specified. All the relevant product brochures and manuals must be submitted	
3	CPU	Pentium IV 2.2 GHz / equivalent or better speed CPU with 512 KB L2 Cache Memory.	
4	Memory	512 MB, 266 MHz ECC DDR Memory expandable up to 2 GB	
5	Mother Board	<input type="checkbox"/> PCI Bus Architecture. Mother Board having a minimum of five PCI slots. <input type="checkbox"/> Motherboard should support 533 MHz front side Bus (FSB). <input type="checkbox"/> Processor Package mPGA478	
6	Disk Drives	36 GB formatted capacity Ultra 160 SCSI, 10,000 RPM disks drive capable of 160 MB/Sec or more data transfer rate. Preferably IBM or WDC	
7	Disk Controller	Onboard Ultra 160 SCSI controllers having minimum 160 MB/sec throughput to be supplied with cable capable of connecting to at least 4 SCSI devices. The controller should conform to ASPI / CAM standards.	
8	<u>Monitor</u>	Low radiation, 15" SVGA, 0.28 mm dot pitch non-interlaced color monitor having 1024x768 resolution capability in non-interlaced mode. Monitor offered should be MPR-II/III or TCO 92/95/99 certified. The monitor offered must be capable of working at 85 Hz vertical refresh rate in at least 800 x 600 resolution. The monitor offered must of the same color as that of server.	
9	Display Controller	SVGA	
10	Floppy Drive	1.44 MB Floppy Drive.	
11	Ethernet Interface	32 Bit PCI, 10/100/1000 Mbps auto sensing Ethernet interface having UTP interface	
12	Ports	One ECP/EPP parallel port, Two serial ports (16550 based), 2 USB, USB 2.0 Ports	
13	Keyboard	Heavy duty Bi-lingual (INSCRIPT) Etched Keyboard having key life of 20 million strokes or more.	
14	Mouse	PS2 type Microsoft or equivalent mouse	
15	Back-up Device	Scalable Linear Recording Base 20/40 GB CTD Backward Read Compatible with 4/8 GB CTD with 3 MB Native Transfer Rate	
16	CDROM	52X or more speed IDE CD-ROM drive	
17	Cabinet	Should be capable of mounting at least seven devices	
18	Power Supply	250 watts or more SMPS	
19	BIOS	Plug & Play ECC/Parity Support Should be Y2K compliant and Flash up-gradable	
20	Certification	Microsoft/NSTL	
21	OS Compatibility	Certified for following operating systems <ul style="list-style-type: none"> • Windows XP / Windows 2000 Server • Red hat Linux 7 Server * Novell Netware 4.1 • SCO Unix Ware 7.0 	
22	Server Management Software	Bundled software for Server Management	Describe Bundled Software offered:
23	Operating Systems	Preloaded with Linux 7.2 and with Star Office	Latest version with Media and to configure

Annexure 2C

Server Configuration for District: (Dual Processor Mid-Range Server)

No	Description	Required Specifications	
1	Make	Manufactured by ISO 9001 or 9002 certified manufacturing unit.	
2	Model	Must be specified. All the relevant product brochures and manuals must be submitted	
3	CPU	Intel XEON 2.2 GHz or better speed CPUs, 512 KB L2 Cache Memory with each processor, 400 MHz front side bus	
4	Memory	1 GB 133 MHz ECC DDR Memory expandable up to 6 GB	
5	Bus Architecture	<input type="checkbox"/> PCI/ISA Bus Architecture. Mother Board having a minimum of five PCI slots. <input type="checkbox"/> Motherboard should support 400 MHz front side Bus (FSB). <input type="checkbox"/> Processor Package mPGA478	
6	SCSI Controller	Onboard Dual Ultra 320 SCSI controller having minimum of 320 MB/sec throughput. RAID 1 support	
7	Disk Drives	4 x 36 GB formatted capacity, Ultra 160 SCSI, 10,000 RPM hot swap disks drives capable of 160 MB/Sec or more data transfer rate.	
8	Monitor	<input type="checkbox"/> Low radiation, 15" SVGA, 0.28 mm dot pitch non-interlaced color monitor having 1024x768 resolution capability in non-interlaced mode. Monitor offered should be MPR-II/III or TCO 92/95/99 certified. <input type="checkbox"/> The monitor offered must be capable of working at 85 Hz vertical refresh rate in at least 800 x 600 resolution. <input type="checkbox"/> The monitor offered must of the same color as that of server.	
9	Display Controller	SVGA, VRAM 8MB, Onboard AGP, Chipset to be specified	
10	Floppy Drive	1.44 MB Floppy Drive.	
11	Ethernet Interface	High performance 10/100/1000 Mbps, auto sensing, 32 Bit PCI Ethernet interface having UTP port	
12	Ports	One ECP/EPP parallel port, Two serial ports (16550 based)	
13	Keyboard	Heavy duty Bi-lingual (INSCRIPT) Etched Keyboard having key life of 20 million strokes or more.	
14	Mouse	PS2 type Microsoft or equivalent mouse	
15	Back-up Device	Scalable Linear Recording Base 20/40 GB CTD Backward Read Compatible with 4/8 GB CTD with 3 MB Native Transfer Rate.	
16	CDROM	52X or more speed IDE CD-ROM drive	
17	Cabinet	Should be capable of mounting Three hot swap disk drives additional	
18	Power Supply	300 watts or more SMPS	
19	BIOS	Plug & Play ECC/Parity Support Should be Y2K compliant and Flash upgradeable	
20	Server Software	Bundled software for Server Management	Describe Bundled Software offered:
21	Operating Systems compatibility and Certification	Certified for following operating systems <ul style="list-style-type: none"> • Windows XP / Windows 2000 Server • Red hat Linux 7 Server • Novell Netware 4.1 • SCO Unix Ware 7.0 	Provide Supporting Documentation
22	Operating Systems	Preloaded with Linux 7.2 with Star Office	Latest version with Media and to configure

Annexure 2D

Client Configuration

No	Description	Required Specifications
1	Make	Manufactured by ISO 9001 or 9002 certified manufacturing unit.
2	Model	Must be specified. All the relevant product brochures and manuals must be submitted
3	CPU	Intel Pentium IV 1.5 GHz or better speed CPU
4	Memory	128 MB expandable
5	Mother Board	Original Intel 845 chip set.
6	Disk Drive	40 GB HDD or higher capacity.
7	Monitor	15 “ Color Monitor with low radiation and high resolution.
9	Display Controller	SVGA, VRAM 8MB, Onboard AGP
10	Floppy Drive	1.44 MB Floppy Drive.
11	Ethernet Interface	High performance 10/100/1000 Mbps, auto sensing, 32 Bit PCI Ethernet interface having UTP port
12	Ports	One ECP/EPP parallel port, Two serial ports (16550 based)
13	Keyboard	Heavy duty Bi-lingual (INSCRIPT) Etched Keyboard having key life of 20 million strokes or more.
14	Mouse	PS2 type Microsoft or equivalent mouse
15	CDROM	52X or more speed IDE CD-ROM drive
16	Cabinet	ATX cabinet
17	Operating System	Microsoft Windows 2000 Professional
18	Antivirus	Latest Antivirus software.

Annexure 2E

Other Peripherals

Component	Specifications
Dot Matrix Printer	24pin, 132 column with power cord & connector cable
Laser Printer	A4 size, minimum 2MB RAM, 6ppm or more, 300 DPI Power cord & connector cable Toner cartridge
CD Writer	Internal SCSI Drive with a minimum of 6x writing speed along with SCSI Card for MS Windows NT
Modem	ITU V.90 56 Kbps Compatible with ITU and Bell standards from 56 Kbps down to 1200 bps, V.42/MNP 2-4 error control, V.42 bis /MNP 5 data compression Faxing: Class 1 and 2.0 Group III 14.4 Kbps send and receive
5 KVA UPS	ON LINE UPS, With 8 hour battery backup Input Voltage 170 Volts to 270 Volts Built in EMI and RFI filter, Built in Spike and Surge Protection Line Interactive technology, Single phase input and Single phase output
10 KVA UPS	With 8 Hours battery Backup ON LINE UPS AC Input Voltage 170 Volts to 270 Volts, Built in EMI and RFI filter, Built in Spike and Surge Protection, On Line technology Single phase input and Single phase output
Switch	16 Port Switch 10/ 100

ANNEXURE - 3
COMMERCIAL BID
FOR SUPPLY OF HARDWARE & SERVICES ON
BUILD-OPERATE-TRANSFER BASIS

Date :

To,
District Collector Aurangabad,

Sir,

Having examined the Bidding Documents the receipt of which is hereby duly acknowledged, I / we, the undersigned, offer to supply/work as service providers as mentioned in the scope of the work & technical specifications & in conformity with the said bidding documents for the same. We will charge the department% share (In wordspercent) per transaction, including all taxes which includes the delivery of 7/12, property card & all certificates etc, for all SETUs and Rural Information Kiosks centers entire Aurangabad district .

I / We undertake that the prices are in conformity with the specifications prescribed. The per transaction quote is inclusive of all cost likely to be incurred for executing this work.

I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

If our bid is accepted, we will obtain the **Security Deposit Rs.10.00 Lakhs, (In words Rs. Ten Lakhs only) & Nationalize Bank Guarantee of Rs. 20.00 Lakhs (In words Rs. Twenty Lakhs only)** for the due performance of the Contract, in the form prescribed by the Tendering Authority.

I / We agree to abide by this bid for a period of 90 (Ninety only) days after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to the terms & conditions mentioned in the Tender document.

Dated this _____ day of _____

Signature
Duly authorized to sign Bid for and on behalf of
(Seal of the Company)

Note : Over writing and correction not allowed.

ANNEXURE - 4

BID SURETY FORM

Whereas----- (hereinafter called “the Tenderee”) has submitted its tender offer dated---/---/2010 for their supply of -----(hereinafter called “the tender”)

KNOW ALL MEN by these presents that We----- of -----(hereinafter called the Bank:) are bound up to----- (hereinafter called “the Bidder”) in the sum of -----for which payment will and truly to be made of the said The Tendering Authority, their Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this day of ---/---/2010

THE CONDITIONS of this obligation are:

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

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

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

(Signature & Seal of the Bank)

ANNEXURE -5

BIDDER'S POWER OF ATTORNEY

**To,
The Collector & Chairman
District Setu Samitte, Aurangabad**

<Bidder's Name> _____,
<Designation> _____ is hereby authorized to sign relevant documents on behalf of the company in dealing with Tender of reference <Tender No. & Date> _____. He is also authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said tender.

Thanking you,

Authorised Signatory.

<Supplier's Name>

Seal

ANNEXURE-6
Capability Statement

Name of the firm _____

Order Number and date	Order Placed * by (full contact address of such agencies)	Description of IT enabled service Projects Handled.	Date of completion *		Remarks indicating reasons for delay in deployment/implementation if any
			As per contract	Actual	

* Note: the details of the work orders in hand should also be mentioned and the probable period of completion of the project may be indicated.

Date: _____

Place: _____
Bidder

Signature of the

ANNEXURE 6A

STRUCTURE AND ORGANISATION

1.	Name and address of Firm / Lead Consortium Member
2.	Description of the Company
3.	Number of years in operation and principal lines of business
4.	Experience (Brief details in line with eligibility criteria)
5.	Names and details of associated companies (Parent/Subsidiary/Others) to be involved in the project
6.	Names and Principals who will sign documents on behalf of the company
7.	Name and address of Consortium partners (Applicable for a consortium/ JV bid only)

Enclosures

1. Documents certifying Bidder's legal status
2. Certificate of incorporation
3. For Consortium/JV bids, Memorandum of Understanding signed by each partner
4. Power of Attorney in favor of the authorized signatory
5. Latest Company brochures if available

Note

Separate forms shall be used for each member of consortium / JV partner

Annexure –6 B

FINANCIAL STATEMENT OF FIRM / CONSORTIUM / JV **MEMBERS**

Summary of assets and liabilities on the basis of the audited financial statements for the last three financial years (ending March 31, 2009)

Figures in Rs. Lakhs

Sr. No.	Description	2006-07	2007-08	2008-09
1.	Total Assets			
2.	Total Liabilities			
3.	Net Worth			
4.	Annual Turnover			
5.	Depreciation			
6.	Profit before Taxes			
7.	Profit after Taxes(PAT)			
8.	Annual cash flows (PAT +Depreciation)			
9.	Contingent Liabilities			

Note:

- ❖ Attach copies of audited financial statements of the last three financial years
- ❖ In case of Consortium/ JV, financial details of all consortium members/ partners are to be provided in the format above.

Annexure 6 C

INFORMATION REGARDING CURRENT LITIGATION, DEBARRING/ BLACKLISTING, EXPELLING OF BIDDER OR ABANDONMENT OF WORK BY BIDDER

1	A	Is the bidder currently involved in any Arbitration/ Litigation related to any contract	Yes / No
	B	If yes, give details	
2	A	Has the bidder or any of its JV partners been debarred/ expelled by any Government agency, during the last 7 years	Yes / No
	B	If yes, give details	
3	A	Has the bidder or any of its JV partner failed to complete any contract during the last 7 years due to any reason	Yes / No
	B	If yes, give details	

The bidder is required to fill up the accurate details of arbitration/

Details of dispute	Year	Award for / or against bidder	Name of client, cause of litigation & matter of dispute	Disputed amount

litigation during the last seven years with their outcome

Note :

If any information in this schedule is found at a latter date to be incorrect or concealed, participation of the bidder will be summarily rejected at any time.

ANNEXURE-7A
PERFORMANCE SECURITY DEPOSIT

Ref:

Date

To,
Collector & Chairman
District Setu Samittee, Aurangabad

Against Contract vide Advance Acceptance of the Tender No..... Dated..... of (Hereinafter called " The Said Contract") entered into between the client and; Collector & Chairman Dist. Setu Samittee, Aurangabad (hereinafter called the "The Tendering Authority"), this is to certify that at the request of the Tendering Authority we agree to submit the Performance Security Deposit amount **Rs. 10.00 Lakhs (In words Rs. Ten Lakhs only)** through Nationalize Bank in shape of Demand Draft in favor of tendering authority. The Performance Security amount to indemnify and keep indemnified the department against any loss or damage that may be caused to or suffered by the Department by reason of the said Contract and / or in the performance thereof. We agree that the decision of the Department, whether any breach of any of the terms and conditions of the said contract and / or in the performance thereof has been committed by the Tendering Authority and the amount of loss or damage that has been caused or suffered by the Department shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Department.

We further agree that the Performance Security amount herein contained shall remain in full force and effect during the period that could be taken for satisfactory performance and fulfillment in all respects of the said Contract by the Tendering Authority i.e. till _____ (viz. The expiry of the contract) hereinafter called the said date and that if any claim accrues or arises against us by virtue of this Security Deposit before the said date, the same shall be enforceable against us by the purchaser before the said date. .

It is fully understood that this Performance Security amount is effective from the date of the said Contract & valid for five years & six months.

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

We further agree that the Department shall have the fullest liberty, without affecting in any manner our obligation hereunder to vary any of the terms and conditions of that said Contract or to extend time of performance

by the Tendering Authority from time to time or to postpone for any time or from time to time any of the powers exercisable by the Department against the said Tender and to forebear or enforce any of the terms and conditions relating to the said Contract and we, shall not be released from our liability under these Performance Security amount by reason of any such variations or extension being granted to the said forbearance and / or omission on the part of the Department or any other matter or thing whatsoever, which under the law relating to sureties, would but for this provisions have the effect of under this Performance of Security amount.

DATE: -

PLACE:

WITNESS: -

SIGNATURE: -

PRINTED NAME:

ANNEXURE-7B
PROFORMA OF PERFORMANCE SECURITY FORM

Ref:

Date

Bank Guarantee No

To,

Collector & Chairman

District Setu Samittee, Aurangabad

1. Against Contract vide Advance Acceptance of the Tender No.
Dated _____ of _____
(Hereinafter called " The Said Contract") entered into between the client and;

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

We _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that could be taken for satisfactory performance and fulfillment in all respects of the said Contract by the Tendering Authority i.e. till (viz. The expiry of the contract) hereinafter called the said date and that if any claim accrues or arises against us _____ Bank by virtue of this guarantee before the said date, the same shall be enforceable against us _____

Bank by the purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Department.

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

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

The payment so made by us under this bond shall be a valid discharge or our liability for payment there under and the Tendering Authority shall have no claim against us for making such payment.

We Bank further agree that the Department shall have the fullest liberty, without affecting in any manner our obligation hereunder to vary any of the terms and conditions of that said Contract or to extend time of performance by the Tendering Authority from time to time or to postpone for any time or from time to time any of the powers exercisable by the Department against the said Tender and to forebear or enforce any of the terms and conditions relating to the said Contract and we, _____ Bank shall not be released from our liability under these guarantee by reason of any such variations or extension being granted to the said forbearance and / or omission on the part of the Department or any other matter or thing whatsoever, which under the law relating to sureties, would but for this provisions have the effect of so releasing us from our liability under this guarantee.

The guarantee is for an amount of Rs. _____ (In figures Rs. _____).

This guarantee shall not be discharged due to the change in the constitution of the Bank of the Tendering Authority.

DATE: -

PLACE:

WITNESS: -

SIGNATURE: -

PRINTED NAME:

(BANK'S COMMON SEAL)

ANNEXURE-8

Banker's/CA's Certificate for Invest able Funds

Ref: _____

Date:

To,
Collector & Chairman
District Setu Samittee, Aurangabad

In response to the Tender No _____
dt _____ Of the District Collector Aurangabad for setting up &
operating SETU centers in the District & Taluka HQ. on Build-operate-
Transfer basis, this is to certify that _____
(Name of bidder) is having balance of Rs. _____ in
their account & are capable of investing funds to the extent of
Rs. _____ (Rupees _____) for the said project.

DATE: -

PLACE:

SIGNATURE: -

.....
(BANK'S COMMON SEAL)

ANNEXURE-9

Self-Declaration

Ref: _____ Date: _____

To,

**Collector & Chairman
District Setu Samittee, Aurangabad**

In response to the tender No. _____ dated _____ of
Ref. _____ as a owner/partner/ Director
of _____ I / We hereby declare
that our Agency _____ is having unblemished past record
and was not declare ineligible for corrupt & fraudulent practices either
indefinitely or for a particular period of time.

Name of the Bidder: -

Signature: -

Seal of the Organization: -

ANNEXURE-10
Certificate of Conformity

Date:

To,
Collector & Chairman
District Setu Samittee, Aurangabad

CERTIFICATE

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

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

Name:

Designation:

Seal:

ANNEXURE – 11

INFORMATION TO BE GIVEN BY COLLECTOR REGARDING TRANSACTION

SrNo	Year	No. of Certificates, 7/12 & affidavit issued									
		Aurangabad	Paithan	Phulambri	Vaijapur	Gangapur	Khultabd	Sillod	Kannad	Soegaon	Total
1	2003-04	84887	9231	6325	11107	10563	4083	10233	12361	3806	152596
2	2004-05	125668	17205	7927	13276	12559	5010	12678	4522	3700	216342
3	2005-06	161192	21161	14258	22317	23222	9537	23536	6149	12565	305980
4	2006-07	112054	24961	16857	20523	22247	10805	23597	23572	11699	238532
5	2007-08	165390	26667	17126	15187	44365	29525	30322	38321	11495	378398
6	2008-09	176419	36840	19526	37873	49422	22436	35464	50050	11356	439286

The above information is to be provided by the respective Dist. Collector

** These figure are only for information & the Government does not give any guarantee that the same no. of transaction will take place in future

Annexure 12

TRAINING DETAILS

Level of Proficiency for Mandal Adhikari, Talathis and Clerks

- Basic computer concepts
- Office automation
- Devanagiri Typing
- 7/12 software training
- Handling of Computerized mutation entry
- Internet basics
- Final tests - (Test paper will be prepared by the SETU SAMITI)

For Advanced users (Three persons per taluka to be selected by the SETU SAMITI on their performance in the basic training programme)

- Basic networking training
- Backup and recovery techniques.
- Vaccination techniques.
- Basic trouble shooting.
- Internet basics

Note :

Sub contracting for the training will be permitted. However, the sub contractor should be fixed in consultation with and approval of the SETU SAMITI. The training should be imparted in the concern tahsil offices itself.

Annexure 13

Time schedule for Land records computerization

Sr. No.	Work details	Scope of work	Time schedule	
			Start time	Completion time
1	Data entry of 8-A, V.F.1, and 7/12 along-with validation	All talukas	7 days after the work order	Every month as per programme of concerned Tahsildar
2	Updating of converted data and data entry relating to V.F. 1, 8-A, and its validation	All talukas	After completion of work shown at Sr.No.1	Every month as per programme of concerned Tahsildar
3	Scanning of existing 7/12 and mutation entries of last 10 years .	All talukas	Within 1 month from work order.	Within 4 months from starting of the work.
4	Scanning of old 7/12s and mutation entries of over 10 years .	All talukas	Within 1 month from work order.	Within 9 months from starting of the work.
5	Generation of other village forms	All talukas	One month from the work order.	Every time as demand of concerned Tahsildar
6	Generation of MIS related information .	All talukas	One month from the work order.	Every time as demand of concerned Tahsildar
7	Generation of taluka and district forms	All talukas	One month from the work order.	Every time as demand

The operator will have to abide by the conditions in **annexure no. 14.**

8	Routine mutation entries	All talukas	Immediately after receiving the mutation module from NIC or within one week from the work order whichever is later.	Within one months from starting of the work. In case of pending mutation entries and will be a continuous process for the routine mutations once the software gets settled.
9	Crop entries	All talukas	Three times a year as per the directions of the tahasildar.	Within 15 days after the order of the tahasildar.

Annexure 14

LAND RECORD COMPUTERISATION

Items	Time interval
Village 7/12	One copy after the initial feeding
Village 7/12	One copy after the first validation and correction effected accordingly
Village 7/12	One copy after the final validation and correction effected accordingly
Village wise 8A	One initial copy after completion of data entry
Village wise 8A	One copy after validation and correction
Village wise 8A	One copy every three years after incorporating all the changes in the intervening period.
Village 7/12	One copy after every 10 years or as per the directions of Collector Aurangabad when the rewriting of 7/12 is to be done At the time of rewriting, the successful bidder will have to provide one copy before rewriting the 7/12 and one copy after rewriting of 7/12.

Mutations:

- 2 copies of
- I) original 7/12 to be mutated upon
 - ii) mutation order
 - iii) 7/12 with the change effected
 - iv) Notices to interested parties
- (One copy for every interested person + one office copy)

CDs :

- 7/12
- CDs of the base record in 3 sets.
 - 2 CDs of the updated record after every 15 days.
 - CDs containing database at the time of rewriting and database after rewriting each in three sets.

Crop Inspection Record :

- Hard copy of crop inspection report for all the season of the year.
- 2 CDs of crop inspection report for all the season of the year.

SETU : 2 CDs of all the certificate & documents issued during the month.

Annexure 15

Time schedule for Commissioning of SETU and Related Activities

Sr .N o.	Work details	Scope of work	Time schedule	
			Start time	Completion time
1	Completion Of Civil works of tahsil setu and district setu.	taluka SETUs (excluding RIKs).	Within seven days of work order.	Within two months of work order
2	Completion Of Electrical Work	taluka SETUs (excluding RIKs).	Within seven days of work order	Within two months of work order
3	Completion and installation of all Software.	All software specified in annexure 16	Within seven days of work order	Within one month of work order
4	Beta testing of software.	All software specified in annexure 16	After completion.	Within 15 days after completion and installation.
4	Commissioning Of Taluka SETU	Taluka SETU.	N.A.	Within three months of work order.
	Commissioning Of Taluka SETUS	Taluka SETUS (excluding RIKs).	N.A.	Within three months of work order.
5	Completion Of Land Record Computerization.	All talukas	as detailed in the annexure 13 and 14.	
6	Commissioning of RIKs PHASE 1	Five RIKs as specified by the SETU Samiti	After work order	Within four months from the work order.
7	Commissioning of RIKs PHASE 2	Next Fifteen RIKs as specified by the SETU Samiti		Within one year from the work order.
8	Commissioning of RIKs PHASE 3	All remaining RIKs .		Within two years from the work order.

NOTE:

The period of completion is the maximum period. The operator is at liberty to start any activity earlier than the period specified in this column.

The SETU at Phulambri shall be set up in the new premises of the Tahsil office. the operator can start SETU operations if he makes premises available for the purpose near the Tahsil office at his own cost. Shifting in the new premises shall also be the responsibility of the operator.

The SETU of Phulambri will be started in the premises where the Tahsil offices are now located. However, the Tahsil offices are likely to be shifted in the new buildings after they are constructed. The operator is therefore advised to use detachable furniture only, in these SETU Halls.

Annexure 16

Sr.no.	Purport of the software	To be made Available by**
1	Land Record Computerization (Including 7/12, Property Cards)	NIC, Pune
2	Land Record data Conversion Utility for 7/12 data already fed.	NIC, Pune
3	Scanning of land records and its delivery	Operator
4	Tapal Software	Operator
5	Setu software (for Acceptance, Processing of Certificates, Delivery, Monitoring & Tracking, Accounting etc.)	Operator
6	Affidavit	Operator
7	Software for Uploading and Downloading of daily data.(Inter Networking)	Operator
8	Software for connectivity of Tahsil Setu with RIK and Tahsil Setu with SDO office and Tahsil Setu with Dist. Setu	Operator
9	Any other software necessary for smooth and effective functioning of Setu	Operator

**** N.B. : Any software provided by the Operator should be approved by SETU SAMITI.**

The End