



## TENDE DOCUMENTS

### P OCU EMENT OF DIGITAL SIGNATURE CERTIFICATES (Sign + Encryption of Type Class II) AND USB e-TOKENS PRICE QUOTATIONS

**State Rural Employment Society**

**Shillong, Meghalaya  
India**

**August 2014**

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## **Introduction and Instructions**

This Tender Document, Procurement of Digital Signature Certificates (Sign + Encryption of Type Class II) and USB e-Tokens – Price Quotation, has been prepared by the **State Rural Employment Society, Shillong Meghalaya**

## Section I. Invitation for Sealed Quotation

Name of Procurement Entity: ADDITIONAL MISSION DIRECTOR  
STATE RURAL EMPLOYMENT SOCIETY

Address of Procurement Entity: 3<sup>rd</sup> FLOOR, SYMPLI BUILDING  
DHANKHETI, SHILLONG-03  
MEGHALAYA

Sealed Quotation No:.....

Date of Invitation: .....

1. The STATE RURAL EMPLOYMENT SOCIETY invites sealed quotations from the licensed Certifying Authorities enlisted by the **Controller of Certifying Authorities (CCA)** for the supply, delivery and installation of **Digital Signature Certificates (Sign + Encryption of type Class II) and USB e-Tokens** for implementation of Electronic Fund Management System (eFMS) under MGNREGA in Meghalaya.

2. Sealed quotations must be delivered to the above office on or before **03:00 pm on 15<sup>th</sup> September 2014.**

3. Where necessary, sealed quotations will be opened in the presence of Supplier's representatives who choose to attend at **03:30 pm on 15<sup>th</sup> September 2014** at the office of **State Rural Employment Society**

## Section II. Conditions of Contract

- 1. Definitions**
- 1.1 In this contract, the following terms shall be interpreted as indicated:
- a. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form Signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
  - b. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;
  - c. "The Goods" means Equipment and related Accessories and spare-parts which the Supplier is required to supply to the Purchaser under the contract;
  - d. "Services" means services ancillary to the supply of the goods such as transportation and insurance including the installation, commissioning and the operational and maintenance training of the supplied equipment.
  - e. "The Purchaser" means the organization purchasing the goods;
  - f. "The Supplier" means the organization supplying the goods and services under this contract.
- 2. Technical Specification**
- 2.1 The goods supplied under this contract shall conform to the standards mentioned in the Technical Specification.
- 3. Patent Right**
- 3.1 The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in the Purchaser's country.
- 4. Inspection and Tests**
- 4.1 The Purchaser or its representative shall have the right to inspect and/or test the goods to confirm their conformity to the Technical Specification and the quality of performance after the supply and delivery of good to Purchaser's premises.
- 5. Packing**
- 5.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during

transit to their final destination as indicated in the contract.

- 5.2 The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.
- 5.3 Packing case, size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 5.4 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided in accordance with international standard and practice.

**6. Delivery of Goods**

- 6.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its schedule of requirements.

**7. Insurance**

- 7.1 The goods supplied under the contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

**8. Warranty**

- 8.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.
- 8.2 The warranty shall remain valid for one year after the goods have been delivered to the final destination indicated in the contract, and accepted by the Purchaser after installation and commissioning of equipment by the Supplier.
- 8.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 8.4 Upon receipt of such notice, the Supplier shall, within 30 days replace the defective goods without cost to the Purchaser. The Supplier will be required to remove, at its own risk and cost, the defective goods.

- 9. Payment**
- 9.1 Payment shall be made in the currency in which the contract price has been stated in the Supplier's tender.
- 9.2 Payment of the goods supplied shall be made in Indian rupees (₹) after the delivery and installation and commissioning of goods to the satisfaction of the Purchaser.
- 9.3 Payment of the goods to be supplied shall be made in the following manner:
- a. On shipment: Eighty (80) percent of the contract price of the Goods shipped shall be paid in favour of the Supplier, upon submission of documents.
  - b. On acceptance: Twenty (20) percent of the contract price of goods received shall be paid within thirty (30) days of receipt of the goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.
- Or
- c. Full payment on satisfactory delivery and acceptance of goods.
- 10. Prices**
- 10.1 Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its sealed quotation.
- 11. Liquidated Damages**
- 11.1 If the Supplier fails to deliver any or all of the goods within the time period specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1.0 percent of the contract price of delayed goods for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods' contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.
- 12. Resolution of Disputes**
- 12.1 The Purchaser and Supplier 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.
- 12.2 If, after thirty (30) days from the commencement of such informal negotiation, the Purchaser and Supplier have been

unable to resolve amicably a contract dispute, it shall be referred by either party to an adjudicator agreed by the parties. In the event of disagreement the adjudicator shall be appointed in accordance with the Laws and Rules of India.

**13. Governing Language**

13.1 The Governing Language shall be English

**14. Applicable Law**

14.1 The applicable law shall be the Laws of India.

**15. Notices**

15.1 Purchaser's address for notice purposes:  
ADDITIONAL MISSION DIRECTOR  
STATE INDUSTRIAL EMPLOYMENT SOCIETY  
3<sup>RD</sup> FLOOR SYMPLE BUILDING  
DHANKHETI, SHILLONG-793003

15.2 Supplier's address for notice purposes:

\_\_\_\_\_  
\_\_\_\_\_

**16. Taxes and Duties**

16.1 The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the Government of India.

**17. Operation, Maintenance and Spare-parts Manuals**

17.1 The successful Supplier shall supply 2 copies of manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment).



### Section III. Form of Contract

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between *Additio al Missio Director, State Rural Employment Society* (hereinafter called “the Purchaser”) of the one part and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., Digital Signature Certificates (Sign + Encryption of Type Class II) and USB e-Tokens and has accepted a tender by the Supplier for the supply of those goods and services in the sum of ₹ \_\_\_\_\_ (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. Tender Form and the Price Schedule submitted by the Supplier;
  - b. The Schedule of requirements;
  - c. The Technical Specifications;
  - d. The Conditions of Contract; and
  - e. The Purchaser’s Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

On behalf of the Purchaser

On behalf of the Supplier

Name:

Name:

Designation:

Designation:

Sign:

Sign:

Seal:

Seal:

## Section IV. Forms

### 1. Tender and Price Schedules

To: *Addition of Missions Director*  
*State Rural Employment Society*  
*Dhankheti, Shillong-03*

Date:

Sir/Madam

Having examined the tender documents, we the undersigned, offer to supply and deliver Digital Signature Certificates (Sign + Encryption of Type Class II) and USB e-Tokens in conformity with the said tender documents for the sum of ₹ \_\_\_\_\_, (in word) ₹ \_\_\_\_\_ (in figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of requirements.

If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Tender for a Period of \_\_\_\_\_ [number] days from the date fixed for Tender opening it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Tender, 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 tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign Tender for and on behalf of \_\_\_\_\_

## Price Schedule for Goods Offered

Name of Supplier \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

1	2	3	4	7	8
Item	Description	Quantity	Unit price	Total (col. 3 x 4)	Unit price of delivery to final including incidental services
1	Digital Signature Certificates (Sign + Encryption of Type Class II)				
2	USB e- Tokens				

Total (place of destination) Price .....(in words)

Signature of Tenderer \_\_\_\_\_

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

## **Section V. Schedule of Requirements**

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery at State Rural Employment Society, Shillong Meghalaya. In order to determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

<b>Sl No</b>	<b>Name</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivery Schedule</b>
<b>1</b>	<b>Digital Signature Certificates (Signing + Encryption of type ClassII)</b>	<b>Class II SHA-256 Certificate (Sign + Encryption) for officers</b>	<b>10</b>	<b>Within 15 (fifteen) days of signing of contract</b>
<b>2</b>	<b>USB e-Token</b>		<b>10</b>	

## Section VI. Technical Specifications

<b>Sl No</b>	<b>Name</b>	<b>Description</b>	<b>Validity</b>
<b>1</b>	<b>Digital Signature Certificates (Signing + Encryption of type ClassII)</b>	<b>Class II SHA-256 Certificate (Sign + Encryption) for officers</b>	<b>2yrs</b>
<b>2</b>	<b>USB e-Token</b>		