

Bid for Remote Sensing and GIS Technical Man Power Hiring for **SRSAC Jodhpur and SRSAC Sub-center Jaipur**

F()/DST/SRSAC/Man Power-2026-27/Tender 2026-27/628-633

Date: 18 Aug 2026

Unique Bid number: SCT2627SLOB00024

Mode of Bid Submission	Online though e-Procurement/e-Tendering system at https://eproc.rajasthan.gov.in
Tendering Authority/ Purchaser	Project Director cum Deputy Secretary, State Remote Sensing Application Centre, Department of Science & Technology, Government of Rajasthan, Jodhpur – 342008 (Rajasthan) Email : srsac.jod@rajasthan.gov.in Email : srsacsc.jpr@rajasthan.gov.in Phone : 0291-2785105/2786480
Last Date & Time of Submission of Bid	Date: 14/09/2026 Time: 3:00 PM
Date & Time of Opening of Technical Bid	Date: 15/09/2026 Time: 4:00 PM

Tender Document fee: Rs. 2,000/- Only (Rupees Two Thousand Only)

RISL Processing fee: Rs. 2,000 /- Only (Rupees Two Thousand Only)

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

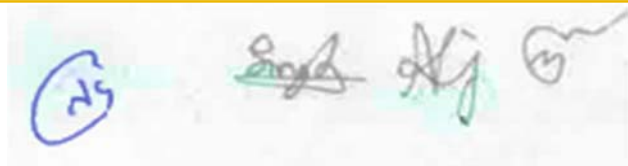
Office of Project Director cum Deputy Secretary,
State Remote Sensing Application Centre,
Department of Science & Technology, Government of Rajasthan,
Jodhpur – 342008 (Rajasthan)
Email : srsac.jod@rajasthan.gov.in
Email : srsacsc.jpr@rajasthan.gov.in
Phone : 0291-2785105/2786480

Handwritten signatures and initials in blue ink.

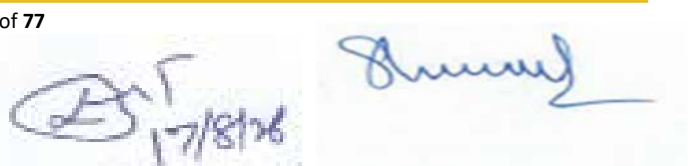
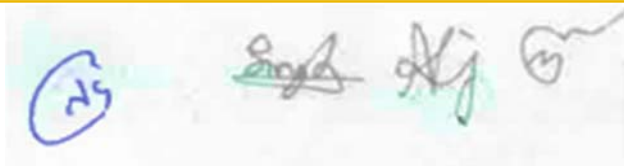
Handwritten signatures and initials in blue ink, including a date stamp 17/8/26.

Table of Contents

Bid for Remote Sensing and GIS Technical Man Power Hiring for SRSAC Jodhpur and SRSAC Sub-center Jaipur	1
Table of Contents	2
ABBREVIATIONS & DEFINITIONS	6
INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)	9
About SRSAC.....	13
ELIGIBILITY CRITERIA OF BIDDERS:.....	14
INSTRUCTION TO BIDDERS (ITB)	23
1) Sale of Bidding/ Tender Documents.....	23
2) Changes in the Bidding Document	23
3) Period of Validity of Bids.....	23
a. Format and Signing of Bids	24
b. Cost & Language of Bidding	25
c. Alternative/ Multiple Bids	25
d. Bid Security.....	25
e. Deadline for the submission of Bids.....	26
f. Withdrawal, Substitution, and Modification of Bids.....	26
g. Opening of Bids	26
h. Selection Method	27
i. Clarification of Bids.....	27
j. Evaluation & Tabulation of Technical Bids	27
k. Evaluation & Tabulation of Financial Bids	28
l. Correction of Arithmetic Errors in Financial Bids.....	29
m. Price/ purchase preference in evaluation	29
n. Negotiations	29
o. Exclusion of Bids/ Disqualification.....	30
p. Lack of competition	30
q. Acceptance of the successful Bid and award of contract	30
r. Information and publication of award	31
s. Procuring entity's right to accept or reject any or all Bids.....	31
t. Right to vary quantity	31
u. Performance Security	32

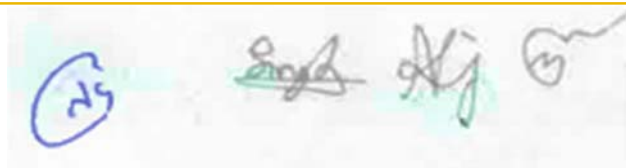
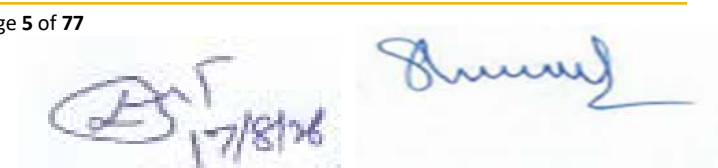


v.	Additional Performance Security	33
w.	Execution of agreement.....	33
x.	Confidentiality	33
y.	Cancellation of procurement process	34
z.	Code of Integrity for Bidders.....	34
aa.	Interference with Procurement Process	35
bb.	Appeals	35
cc.	Stay of procurement proceedings.....	36
dd.	Vexatious Appeals & Complaints.....	36
ee.	Offenses by Firms/Companies	36
ff.	Debarment from Bidding	37
gg.	Monitoring of Contract	37
1.	GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT	38
1)	Contract Documents.....	39
2)	Interpretation	39
3)	Language	39
4)	Joint Venture, Consortium or Association	39
5)	Eligible Related Services.....	39
6)	Notices	39
7)	Governing Law	40
8)	Scope of Supply	40
9)	Man Power Supply	40
10)	Supplier's/ Selected Bidder's Responsibilities.....	40
11)	Service Provider	40
12)	Selected Bidder.....	40
13)	Taxes & Duties.....	40
14)	Copyright	Error! Bookmark not defined.
	NOT APPLICABLE.....	Error! Bookmark not defined.
15)	Confidential Information	41
16)	Sub-contracting.....	41
17)	Qualification	41
18)	Man Power experience and documents.....	42
19)	Insurance	42



20)	Transportation	42
21)	Liquidated Damages (LD)	42
22)	Normally, extension in supply period of Man power and service in following circumstances may be considered with or without liquidated damages:	43
23)	Authenticity of Equipment	44
	NOT APPLICABLE	44
24)	Warranty	44
	NOT APPLICABLE	44
25)	Patent Indemnity	44
26)	Limitation of Liability	45
27)	Change in Laws & Regulations	45
28)	Force Majeure	45
29)	Change Orders and Contract Amendments	46
30)	Termination	46
31)	Settlement of Disputes	47
	Provision in Conflict	48
32)	Regarding provisions of SR Form no. 14,15, 16 and 17 of GF&AR Part-II will be applicable.	48
2.	SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	48
	ANNEXURE-1: Man power qualification and Experience (Bill of Service)	51
	ANNEXURE-3: BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}	53
	ANNEXURE-4: SELF-DECLARATION	54
	{to be filled by the bidder}	54
	ANNEXURE-5: CERTIFICATE OF CONFORMITY/ NO DEVIATION	55
	{to be filled by the bidder}	55
	ANNEXURE-6: DECLARATION BY BIDDER {to signed by selected bidder}	56
	ANNEXURE-7: UNDERTAKING ON AUTHENTICITY OF MAN POWER	57
	{to be filled by the bidder}	57
	ANNEXURE-8: FINANCIAL BID COVER LETTER & FORMAT COVER LETTER	58
	{to be submitted by the bidder on his Letter head}	58
	ANNEXURE-9: DRAFT AGREEMENT FORMAT	61
	{to be mutually signed by selected bidder and procuring entity}	61
	ANNEXURE-10: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012	63

ANNEXURE-11: MAN POWER AUTHORIZATION FORM (MAF) {to be filled by the OEMs}	64
(Indicative Format)	64
ANNEXURE- 12: TENDER FORM	65
ANNEXURE-13: BANK GUARANTEE FORMAT	66
{to be submitted by the bidder's bank}.....	66
ANNEXURE-14: CERTIFICATE FOR PRIOR REGISTRATION FOR PUBLIC PROCUREMENTS	71
{Indicative Format-to be submitted by the bidder}.....	71
ANNEXURE-15: COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST	72

ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto.
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Bid/ e-Bid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
BoM	Bill of Material
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Managing Director, RISL, Govt. of Rajasthan in this bidding document.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract/ Project Period shall commence from the date of issue of Work order till completion of Warranty Support Services after successful commissioning of the project
COTS	Commercial Off The Shelf Software
Day	A calendar day as per GoR/ Gol
DeitY, Gol	Department of Electronics and Information Technology, Government of India
DoIT & C	Department of Information Technology and Communications, Government of Rajasthan.
DST	Department of Science & Technology, Government of Rajasthan.
ETDC	Electronic Testing & Development Centre
FOR/ FOB	Free on Board or Freight on Board
Gol/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
GST	Goods and Services Tax
ICT	Information and Communication Technology.
IFB	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation

IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NeGP	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and "procure" or "procured" shall be construed accordingly
Project Site	Wherever applicable, means the designated place or places.
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RISL, GoR in this BID document.
RajSWAN/ RSWAN	Rajasthan State Wide Area Network
RISL	RajCOMP Info Services Limited
RSDC	Rajasthan State Data Centre, Jaipur
RVAT	Rajasthan Value Added Tax
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
SRSAC	State Remote Sensing Application Centre
SRSAC SC	State Remote Sensing Application Centre Sub Centre, SHASTRI NAGAR Campus, Jaipur
SSDG	State Services Delivery Gateway
State Government	Government of Rajasthan (GoR)

State Public Procurement Portal	http://sppp.rajasthan.gov.in
STQC	Standardisation Testing and Quality Certification, Govt. of India
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number
TPA	Third Party Auditors
VAT/ CenVAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order
SHASTRI NAGAR	Indra Gandhi Panchayati Raj Sansthan
ISRO	Indian Space Research Organisation
SATCOM	Satellite communications
SI	System Integrator

25

Signature

17/8/26

Signature

INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)

F(/DST/SRSAC/Man Power-2026-27/Tender 2026-27/628-633

Date: 18 Aug 2026

Unique Bid number: SCT2627SLOB00024

Name & Address of the Procuring Entity	- Name: Project Director cum Deputy Secretary - Organization: State Remote Sensing Application Centre, DST - Address: State Remote Sensing Application Centre, Department of Science & Technology, Government of Rajasthan, Subhash Nagar, Pal Road, Jodhpur – 342008 (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	- Name: Sharmila Gupta - Designation: Project Director cum Deputy Secretary - Address: State Remote Sensing Application Centre, Department of Science & Technology, Government of Rajasthan, Subhash Nagar, Pal Road, Jodhpur – 342008 (Rajasthan) - Email: srsacsc.jpr@rajasthan.gov.in - Email : srsac.jod@rajasthan.gov.in - Phone no. 0291-2785105/ 2786480
Subject Matter of Procurement	Bid for Remote Sensing and GIS Technical Man Power Hiring for SRSAC Jodhpur and SRSAC Sub-center Jaipur
Bid Procedure	Single-stage: Two part (envelop) open competitive Bid procedure https://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS) – Lowest evaluated technically responsive bid (all categories total)
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	Websites: https://sppp.rajasthan.gov.in, https://eproc.rajasthan.gov.in, https://www.dst.rajasthan.gov.in
Bid Document Fee and RISL Processing Fee	- Bidding document fee: Rs. 2,000/- (Rupees Two Thousand only)(1000/- MSME) in Bankers Cheque or Demand Draft in favour of “Project Director Cum Deputy Secretary, SRSAC” payable at “Jodhpur” or through E-challan [through E-Gras portal in Budget Head 0075-00-800-52-01] - RISL Processing Fee: Rs. 2,000/- (Rupees Two Thousand only) in Demand Draft in favour of “Managing Director, RISL” payable at “Jaipur” or through E-challan [through E-Gras portal in Budget Head 8658-00-102-16-01] Note: - If the bidder opts for Demand Draft or Banker's Cheque as the payment mode, the original copy of the DD must be submitted to the SRSAC office, Subhash Nagar, Jodhpur or SRSAC Sub centre, Shastri Nagar, Jaipur prior to the bid opening date and time. - If the bidder chooses to pay via online/e-gras challan, a CIN Receipt will be generated after successful payment of all applicable fees through a single challan. The scanned copy of the CIN Receipt must be uploaded along with the technical bid on the e-proc portal at https://eproc.rajasthan.gov.in Bids submitted without the CIN Receipt will be rejected.

Bid Security Fee	Bid Security Fee: Amount (INR): 2% (Rs. 2,50,000/-) of the estimated procurement cost, 0.5% (Rs. 62,500/-) for MSME of Rajasthan, 1% (Rs. 1,25,000) for Sick Industries, whose cases are pending with Board of Industrial & Financial Reconstruction. Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee (in specified format) or through E-challan (through E-Gras portal in Budget Head "8443-00-103-00-00") of a Scheduled Bank in favour of "Project Director cum Deputy Secretary, SRSAC, Jodhpur" payable at "Jodhpur" Note: Hard copy of fee proof of Bid security, if in the form of Banker's Cheque or DD should be deposited (in original) at SRSAC office, Subhash Nagar, Jodhpur or SRSAC Sub centre, Shastri Nagar, Jaipur SRSAC Sub centre, Shastri Nagar, Jaipur prior to the opening of the Bid, otherwise bid will not be considered. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
List of Man Power (Categories)	1. Project Manager – GIS - 2 2. Tech Lead – GIS - 4 3. Senior Image Processing Expert- 3 4. Image Processing Expert - 1 5. GIS Developer/Analyst- 1 6. GIS Digitization Operator- 5
Estimated Procurement Cost	Rs 125 Lacs (Rupees One Hundred Twenty Five Lacs Only) (including all taxes) for following Man power Categories: Note: all Categories total Lowest bidder (L-1) will be evaluated.
Period of Sale of Bidding Document (Start/ End Date)	• Start Date: 19/08/2026 at 02:00 PM • End Date: 14/09/2026 at 3:00 PM
Date/Time/Place for Pre-bid meeting	NA
Manner, Start/ End Date for the submission of Bids	• Manner: Online at eProc website (https://eproc.rajasthan.gov.in) • Start Date: 19/08/2026 at 2:00 PM • End Date: 14/09/2026 at 3:00 PM
Submission of original Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*	State Remote Sensing Application Centre, DST, Subhash Nagar, Pal road, Jodhpur – 342008 (Rajasthan)
Date/ Time/ Place of Technical Bid Opening	• Date: 15/09/2026 • Time: 4:00 PM • Address: State Remote Sensing Application Centre, DST, Subhash Nagar, Pal Road, Jodhpur – 342008 (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the technically qualified bidders.
Bid Validity	90 days from the bid submission deadline.

	Note: 1) Bidder (authorized signatory) shall submit their offer on-line in electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover. 2) *In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee as specified in NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee and Bid Security should be drawn in favour of "Project Director cum Deputy Secretary, SRSAC" payable at "Jodhpur" and RISL Processing Fee in the name of "Managing Director, RISL" payable at "Jaipur" from any Scheduled Commercial Bank. 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safe crypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again). 4) SRSAC will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. 5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process. 6) DoIT&C are also arranging training for the bidders on the usage of e-Tendering System (e-Procurement), GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur 7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids. 8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder. 9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal. 10) The provisions of RTPPA Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules 2013 thereto, the later shall prevail.
--	---

25

[Handwritten signatures and initials]

[Handwritten signature]

[Handwritten signature]

17/8/26

Man Power Supply place	Within seven days after issuance of work order, Man Power all categories to be made at SRSAC;s Jodhpur & SRSAC's Sub- Centre, Shastri Nagar , Jaipur.
------------------------	---

Project Director cum Deputy Secretary,
SRSAC, Jodhpur

25
Sd/-
Aj

17/8/26
Sd/-

Remote Sensing and GIS Technical Man Power Hiring for SRSAC Jodhpur and SRSAC Sub-center Jaipur

Open Tender Bid

About SRSAC

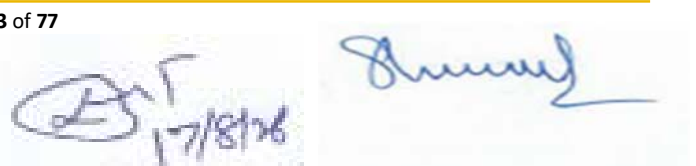
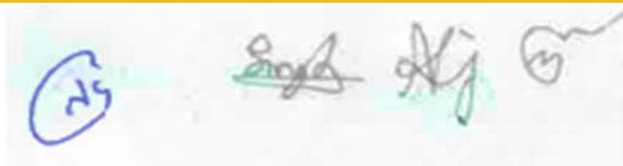
State Remote Sensing Application Centre (SRSAC), Department of Science & Technology, Government of Rajasthan, Jodhpur since 1985, has been catering to the natural resource survey, monitoring and planning needs of the State. Active participation is being made in the Department of Space, Government of India collaborative projects. The Centre has long been collaborating with Indian Space Research Organization (ISRO), Department of Space, Govt. of India for executing projects such as land-use-land-cover mapping, crop-forecasting, and acreage estimation, wetland mapping, wasteland mapping, groundwater prospects, and groundwater quality mapping. Assistance is regularly provided to the user departments within the State for planning the development activities using Remote Sensing and GIS techniques. The Centre has been working for providing value-added space-technology products beneficial for Agriculture, Forest, Environment, Water-Resources, Watershed-Development & Soil-Conservation and Mines & Geology Department. Cadastral and administrative boundaries are being continuously enhanced in the GIS environment to ensure their cohesiveness and utilization by various departments like the Settlement Department and Panchayati Raj Department.

In Rajasthan, the remote sensing activities started with the establishment of Aerial Photo Interpretation Laboratory (APIL) in 1979 as a part of the centrally sponsored Desert Development programme, to assist soil and water conservation planning in the State, under State Agriculture Department. Later on, in 1985 looking to the multi-disciplinary utilities of Remote Sensing technology, the laboratory was transferred to the State Department of Science and Technology and renamed as State Remote Sensing Application Centre (SRSAC).

Project Profile:

The SRSAC at Jodhpur and SRSAC Sub Centre has been established at Science park, Shastri nagar, Jaipur, utilizing existing infrastructure such as electricity, internet, and furnishings—with desired upgrades required.

This state-of-the-art facility will focus on Remote Sensing applications for various state departments, capable of interpreting diverse satellite data. It will serve multiple sectors, including Agriculture, Water Resources, Mines & Geology, Forests, Environment, Watershed Management, Settlement, the Board of Revenue, and Town Planning etc.



ELIGIBILITY CRITERIA OF BIDDERS:

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

Bidders Eligibility Criteria:

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR A company registered under Indian Companies Act, 2013 OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932.	- Self-certified declaration (if applicable) - Copy of Certificates of incorporation
2	The vendor shall also ensure compliance to the following labour legislations	i. Minimum Wages Act * ii. Employees Provident Fund Act * iii. Employees State Insurance Act * iv. Workmen's Compensation Act, if the ESI Act does not apply *	Certificate required
3	Financial: Turnover from technical Man power Hiring	Average Annual Turnover of the bidder from Technical Man power hiring during last two financial years 2023-24 and 2024-25 should be at least INR 50.00 Lacs. (as per the last published audited balance sheets)	CA Certificate with CA's Registration Number/ Seal with UDIN
4	Financial: Net Worth	The net worth of the bidder as on 31/03/2025 should be Positive .	CA Certificate with CA's Registration Number/ Seal with UDIN
5	Tax Registration	The bidder should have a registered number of - GST No. - Income Tax / Pan number	Copies of relevant certificates of registration
6	Mandatory Undertaking	Bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c) not have a conflict of interest in the procurement in question as specified in the bidding document.	A Self Certified letter as per Annexure-4: Self-Declaration

S. No.	Basic Requirement	Specific Requirements	Documents Required
		d) comply with the code of integrity as specified in the bidding document.	
	Remote Sensing and GIS technical Man Power Hiring	2 year Experience certificate (include related work order)	Certificate Required

Scope of Work

State Remote Sensing Application Centre, Department of Science and Technology, Jodhpur is carrying out various projects for inventory and monitoring natural resources through modern techniques of Remote Sensing and GIS and is providing undeterred services to user community of stake holders departments in the state in planning their development activities. Currently various centrally and state funded projects are under progress at this Centre.

The various projects currently under progress for which data base need to be created include IWMP, SIS-DP, RGDWM, Forest, Landuse, NGLM, Catchment characterization of various dams, Impact Assessment Study of various Watersheds, Digitization and updation of village boundary etc. The Project work includes creation of data base by interpretation of different type of satellite data for various natural resources themes through Remote Sensing and GIS techniques. The list of Category wise, work, Qualification, Hiring Cost, Time based to be carried out is as follows:

Scope of work

S.N o.	Resource Level/Category Wise	Exp. In Years	Qualification	Required Experience	Hiring charges per Man-Month (exclusive taxes) in Rs.
1	Project Manager – GIS	10+	M.Tech/BE/B.Tech/M.Sc./M.Sc.(Ag)/Geography with specialization in GIS & Remote Sensing or 10 years experience in RS & GIS projects	Experience in GIS and RS field with 10+ years managing large GIS projects. Exposure to ArcGIS/ERDAS/Apollo/Open Source GIS etc.	1,00,000
2	Tech Lead – GIS	7+	M.Tech/BE/B.Tech/MCA/M.Sc./M.Sc.(Ag) Geography with specialization in GIS &	Experience in RS and GIS software development on	73,500

			Remote Sensing or 7 years experience	ESRI ArcGIS, ERDAS, etc.	
3	Senior Image Processing Expert	5+	M.Tech/BE/B.Tech/MCA/M.Sc. in Geography and Geo-informatics/Remote Sensing/GIS or equivalent/M.Sc.(Ag)	Experience performing image processing using ERDAS, ENVI, PCI Geomatica etc.	53,500
4	Image Processing Expert	3+	M.Tech/BE/B.Tech/MCA/M.Sc. in Geography and Geo-informatics/Remote Sensing/GIS or equivalent/M.Sc.(Ag)	Experience performing image processing using ERDAS, ENVI, PCI Geomatica.	40,000
5	GIS Developer /Analyst	1+	M.Tech/BE/B.Tech/MCA/M.Sc. with specialization in GIS & Remote Sensing	Experience in GIS application development/data handling on ESRI ArcGIS, ERDAS etc.; Java/.NET.	54,750
6	GIS Digitization Operator	1+	Graduate in Maths/Science/Geography/Geology/Environmental Science/Computer Applications or Diploma in Engineering	Experience in GIS digitization tools (ArcInfo, ArcEditor, ArcView, AutoCAD, MapInfo); image interpretation.	26,750

- **Working Days & Hours:** Sunday shall be observed as a weekly holiday. Office hours shall be from 9:30 AM to 6:00 PM, with a lunch break from 1:30 PM to 2:00 PM.
- **Identity & Police Verification:** The vendor shall be solely responsible for obtaining valid identity proof and completing police verification of all deployed manpower prior to their deployment, and for furnishing copies of the same to the Company/OIC upon request.
- **Qualification & Experience Verification:** The vendor shall be solely responsible for verifying the educational qualifications and work experience of all personnel prior to deployment, and shall ensure only suitably qualified and experienced personnel are deployed. The committee of the department will approve the deployed manpower.
- **Manpower Deployment Basis:** Manpower shall be deployed strictly as per project requirements, which may vary from time to time in terms of number of personnel and duration of deployment, as intimated by the Company.
- **Payment Terms:** Payment shall be released on a monthly basis, based on the Monthly Progress Report and attendance records, duly verified and certified by the Officer-in-Charge (OIC) of the project.
- If Man Power is not satisfactory as per tender condition it should be replaced within 7 days.

Category wise work assigned

1. Supervise difference work of remote sensing and GIS work at SRSAC Jodhpur and Jaipur.

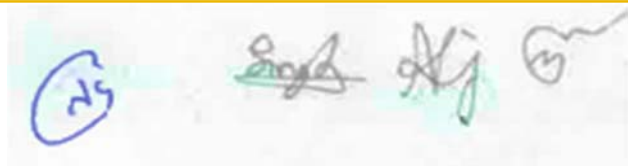
Project report writing and QC work all the project if need of QC

Following themes is supervise-

- Landuse
- Base details – rail, road with attributes
- Drainage
- Waterbodies
- Settlements with attributes
- Soil
- Geomorphology
- Structure
- Geology
- ❖ Green cover area mines/field verification/preparation of project slide
- ❖ Digital Satellite data supervise scale 1:4000 /1:10000/1:50000/1:250000 type of satellite data LISS-IV,III, Awifs cartosat/HRC data as per requirement of project.

Project Manager – GIS should generally be capable of:

- Managing **large GIS-based projects**
 - Handling **10–20+ GIS/RS professionals**, depending on project size
 - Understanding **ArcGIS/QGIS, Remote Sensing and spatial databases**
 - Understanding **PostGIS/SQL and GIS data architecture**
 - Having exposure to **WebGIS and GIS application development**
 - Understanding **GPS/GNSS and field-survey data**
 - Preparing **technical proposals, methodologies and work plans**
 - Managing **multiple project deliverables and deadlines**
 - Coordinating with **government departments and stakeholders**
 - Reviewing GIS outputs and ensuring **accuracy and quality**
 - Managing project risks, resources and budgets
 - Presenting technical progress to senior management/client authorities
 -
2. Digital analysis of data LISS-IV,III, Awifs, cartosat/HRC data scale 1:4000 /1:10000/1:50000/1:250000
In data following type data generated
 - Landuse



- Base details – rail, road with attributes
- Drainage
- Waterbodies
- Settlements with attributes
- Soil
- Geomorphology
- Structure
- Geology

Government GIS project, the Tech Lead could be responsible for designing a system containing:

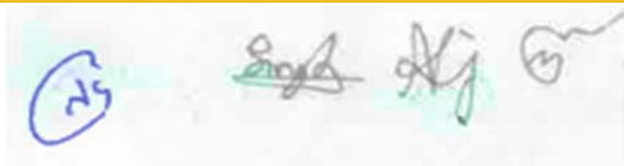
- Spatial database / Enterprise Geodatabase
- WebGIS portal
- Administrative and thematic layers
- Satellite imagery and Remote Sensing products
- GPS/GNSS survey data
- Mobile GIS application
- GIS dashboards
- Map and feature services
- Spatial analysis tools
- APIs for integration with other systems
- User access/security mechanisms

3. Digital Analysis of LISS-IV,III, Awifs, cartoet/HRC data

- Landuse
- Base details – rail, road with attributes
- Drainage
- Waterbodies
- Settlements with attributes
- Soil
- Geomorphology
- Structure
- Geology

The Senior Image Processing Expert could be specifically responsible for:

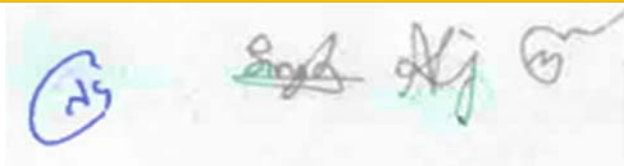
1. Identification and selection of suitable satellite imagery.
2. Preparation of cloud-free and seasonally appropriate image datasets.
3. Pre-processing and geometric correction of satellite data.
4. Generation of thematic layers from satellite imagery.
5. Multi-temporal analysis and change detection.



6. Water-body/reservoir extraction and monitoring.
 7. LULC and vegetation analysis.
 8. Integration of image-derived products into the GIS database.
 9. Accuracy assessment and validation.
 10. Preparation of maps, statistics and technical reports.
 11. Development of repeatable/automated image-processing workflows.
 12. Technical supervision and QA/QC of image-processing outputs.
-
4. Satellite data interpretation of LISS-IV,III, Awifs, cartosat/HRC data
 - Landuse
 - Base details – rail, road with attributes
 - Drainage
 - Waterbodies
 - Settlements with attributes
 - Soil
 - Geomorphology
 - Structure
 - Geology

A Junior Image Processing Expert would typically be expected to have basic-to-intermediate knowledge of:

- **QGIS / ArcGIS**
- **ERDAS Imagine**
- **ENVI**
- **SNAP**
- **Google Earth Engine**
- Basic **Python/GDAL**
- Raster and vector data handling
- Coordinate systems and projections
- Landsat and Sentinel satellite datasets
- Basic Remote Sensing concepts
- Image classification and spectral indices



5. Satellite data interpretation of LISS-IV,III, Awifs, cartoaset/HRC data

- Digital satellite data interpretation
- models developing
- Report writing
- Project slides preparation
- Report writing of project
- Supervise the category 6 work

The Senior GIS Developer/Analyst shall be responsible for GIS application development, advanced spatial analysis, spatial database design and management, WebGIS development, GIS automation, data integration, geoprocessing, cartographic production and GIS quality assurance. The expert shall integrate Remote Sensing, GPS/GNSS and other spatial datasets, develop GIS tools and services, troubleshoot technical issues, review GIS outputs, provide technical guidance to junior personnel, and ensure timely supply of accurate and quality GIS products.

6. Satellite data interpretation of LISS-IV,III, Awifs, cartoaset/HRC data

- Digital satellite data interpretation
- models developing
- Report writing
- Project slides preparation
- Report writing of project

📌 **GIS Application Development**

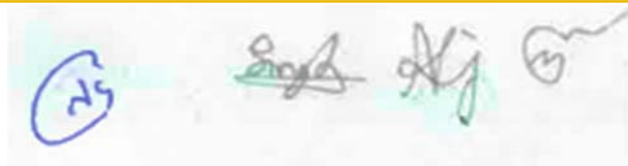
- Develop and customize GIS applications using technologies such as **ArcGIS, QGIS, Python, JavaScript, SQL/PostGIS**, etc.
- Develop web-based GIS dashboards, portals, map viewers and spatial applications.
- Integrate GIS with databases, APIs and other IT systems.

📌 **Spatial Data Management**

- Create, edit, validate and maintain spatial databases.
- Manage vector and raster datasets, geodatabases and metadata.
- Perform data conversion, digitization, georeferencing and quality checking.
- Establish appropriate GIS data standards and workflows.

📌 **Advanced GIS Analysis**

- Perform spatial analysis, overlay analysis, proximity analysis, network analysis and terrain analysis.



- Analyze satellite imagery and other remote-sensing datasets where required.
- Generate thematic maps and analytical outputs for project decision-making.

2 Remote Sensing & Image Processing

- Process satellite data such as **Sentinel, Landsat and other high-resolution imagery**.
- Perform land-use/land-cover classification, change detection, NDVI, water-body extraction, etc.
- Develop workflows for automated image processing using Python/GIS tools.

2 GIS Automation & Programming

- Automate repetitive GIS processes using **Python/ArcPy, PyQGIS, GDAL, SQL** and related technologies.
- Develop scripts and tools for bulk processing of spatial datasets.
- Optimize existing GIS workflows to improve efficiency and accuracy.

2 GIS Database & Server Management

- Work with spatial databases such as **PostgreSQL/PostGIS, SQL Server or enterprise geodatabases**.
- Publish and manage GIS services where applicable.
- Support GIS servers, web services and enterprise GIS environments.

2 Project-Level GIS Coordination

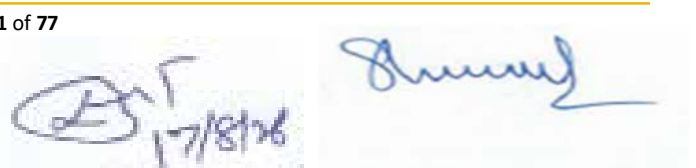
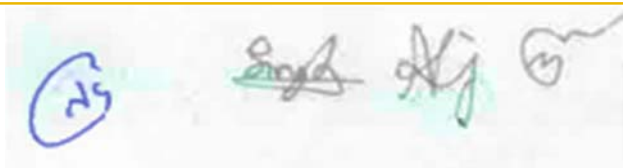
- Understand project requirements and translate them into GIS workflows.
- Guide junior GIS professionals and review their outputs.
- Coordinate with survey, remote sensing, IT and domain teams.
- Prepare technical documentation, methodology reports and GIS qualification.

2 Quality Control & Deliverables

- Conduct spatial data quality checks and validation.
- Ensure accuracy, coordinate systems, topology and attribute consistency.
- Prepare final maps, databases, analytical reports and GIS services according to project qualification.

7. Geo referencing & Mosaicing list of following data

- Khasra Map
- Cartosat satellite data



- LISS-III satellite data
- LISS-IV satellite data
- Other satellite data

The GIS Digitization and Supervisor shall be responsible for supervising GIS digitization activities, allocating work to GIS operators, georeferencing source maps, digitizing point, line and polygon features, maintaining GIS layers and attribute databases, conducting spatial editing and topology validation, monitoring work progress, performing QA/QC of digitized datasets, resolving digitization errors, guiding GIS digitization staff, maintaining digitization records and ensuring timely supply of accurate and standardized GIS datasets as per project qualification.

8. Tracing, scanning, digitization, georeferenced and attribute filling of various themes

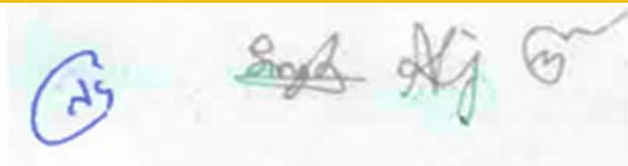
- LISS-IV data
- LISS-III data
- Other satellite data- HRSI

The GIS Digitization Operator shall be responsible for georeferencing source maps and carrying out point, line and polygon digitization using GIS software; creating, editing and updating GIS layers and attribute data; maintaining spatial accuracy, topology and feature connectivity; performing basic quality checks and correcting errors; converting and organizing GIS datasets in required formats and coordinate systems; maintaining digitization records and project data; and completing assigned digitization activities within the specified timelines and quality standards under the supervision of the GIS Digitization Supervisor.

Labour Laws

- a) The agency shall, and hereby agrees to, comply with all the provisions of applicable Indian Labour Laws, Industrial laws and other applicable laws in respect of the manpower employed thereof.
- b) Wherever necessary, the agency shall apply for and obtain license as provided of Contract Labour (Regulation and Abolition) Act, 1970, and strictly comply with all the terms and conditions that the licensing authority may impose at the time of grant of license. SRSAC Jodhpur shall not be held responsible for any breach of the license terms and conditions by the agency.
- c) The vendor shall also ensure compliance to the following labour legislations.
 - i. Minimum Wages Act *
 - ii. Employees Provident Fund Act *
 - iii. Employees State Insurance Act *
 - iv. Workmen's Compensation Act, if the ESI Act does not apply *

*Applicable as per respective state



- d) The agency shall be solely responsible for the payment of wages to the deployed manpower and ensure its timely payment thereof.
- e) The agency shall be solely responsible to adhere to all the rules and regulations relating to applicable labour practices and service conditions of its personnel workmen and at no time shall it be the responsibility of SRSAC Jodhpur.
- f) The agency shall indemnify SRSAC Jodhpur against any liability incurred by SRSAC Jodhpur on account of any default by the agency or manpower deployed by it.
- g) Medical benefits should be provided by the agency to the manpower deployed.

INSTRUCTION TO BIDDERS (ITB)

1) Sale of Bidding/ Tender Documents

- a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB). The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
- b) The bidding documents shall be made available to any prospective bidder who pays the price for it in bank demand draft **or** banker's cheque **or through E-challan [through E-Gras portal]**
- c) Bidding documents purchased by Principal of any concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa.

2) Changes in the Bidding Document

- a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
- d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:
Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

3) Period of Validity of Bids

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period may be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional

specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

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

a. Format and Signing of Bids

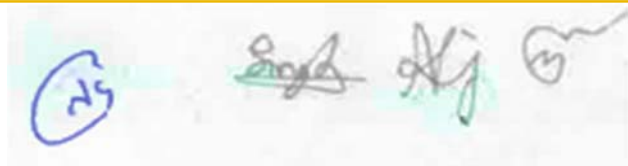
- a) Bidders must submit their bids online at e-Procurement portal i.e. <https://eproc.rajasthan.gov.in>.
b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
c) A Single stage-Two part/ cover system shall be followed for the Bid: -
a. Technical Bid, including fee details, eligibility & technical documents
b. Financial Bid

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

Sr.	Documents Type	Document Format
Fee Details		
1.	Bid Document Fee	Proof of submission (PDF)
2.	RISL Processing Fee	Proof of submission (PDF)
3.	Bid Security	Proof of submission (PDF)
Eligibility Documents		
4.	Bidder's Authorisation Certificate	As per Annexure-3
5.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause
Technical Documents		
6.	Qualification and Experience	As per Annexure-1
7.	Technical Compliance/ Technical Specification	As per Annexure-2
8.	Self Declaration	As per Annexure-4
9.	Certificate of Conformity/ No Deviation	As per Annexure-5
10.	Declaration by Bidder	As per Annexure-6
11.	UNDERTAKING ON AUTHENTICITY OF Man Power	As per Annexure-7
12.	MAN POWER AUTHORIZATION FORM	As per Annexure-11
13.	Tender Form	As per Annexure-12
14.	Certificate for prior registration for public procurements	As per Annexure-15

- e) Financial bid shall include the following documents: -

Sr.	Documents Type	Document Format
1.	Financial Bid – Cover Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-8



2.	Financial Bid - Format	As per BoQ (.XLS) format available on e-Procurement portal
----	------------------------	--

- f) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the bidder.

b. Cost & Language of Bidding

- a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

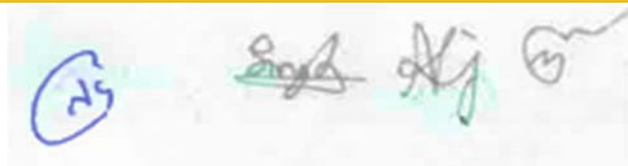
c. Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all. The bidder shall not quote for multiple brands/make/ models but only one in the technical Bid. Bidder, if any, quoting multiple brands/make/ models in his bid, such bid may be liable for rejection by the Purchaser.

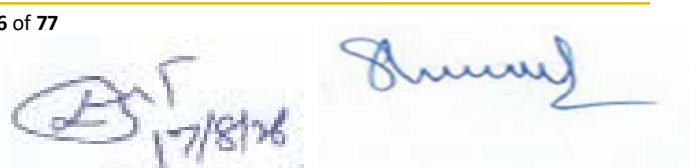
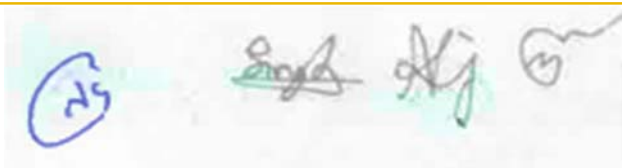
d. Bid Security

Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b) Bid security instrument or cash receipt of bid security shall necessarily accompany the technical bid.
- c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- d) The bid security may be given in the form of a banker's cheque **or** demand draft **or** bank guarantee, in specified format **or through E-challan [through E-Gras portal]** The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bank guarantee (if applicable) presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- i) The Bid security taken from a bidder may be forfeited, including the interest, if any, in the following cases, namely: -
- a. when the bidder withdraws or modifies its bid after opening of bids;



- b. when the bidder does not execute the agreement, if any, after placement of supply/work order within the specified period;
 - c. when the bidder fails to commence the supply of the Man power or service or execute work as per supply/work order within the time specified;
 - d. when the bidder does not deposit the performance security within specified period after the supply/work order is placed; and
 - e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- j) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
 - k) No interest shall be payable on the bid security.
 - l) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
 - m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
 - a. the expiry of validity of bid security;
 - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - c. the cancellation of the procurement process; or
 - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.
- e. Deadline for the submission of Bids**
- a) Bids shall be received online at portal, up to the time and date specified in the NIB.
 - b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.
- f. Withdrawal, Substitution, and Modification of Bids**
- a) If permitted, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover).
 - b) Bids withdrawn shall not be opened and processes further.
- g. Opening of Bids**
- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
 - b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
 - c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.



- d) All the documents comprising of technical Bid/ cover shall be opened (only for the bidders who have submitted the prescribed fee(s) to **SRSAC**).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
 - a. bid is accompanied by bidding document fee, bid security or bid securing declaration;
 - b. bid is valid for the period, specified in the bidding document;
 - c. bid is unconditional and the bidder has agreed to give the required performance security; and
 - d. other conditions, as specified in the bidding document are fulfilled.
 - e. any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

h. Selection Method

- a) The selection method is Least Cost Based Selection (LCBS) – Lowest evaluated technically responsive bid (total amount of all categories).
- b) **Bidder may quote for all categories.**
- c) **All categories of total Lowest bidder (L-1) will be evaluated.**

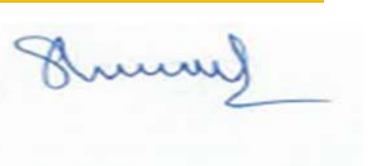
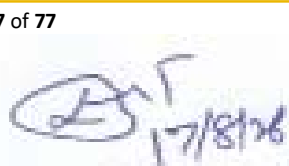
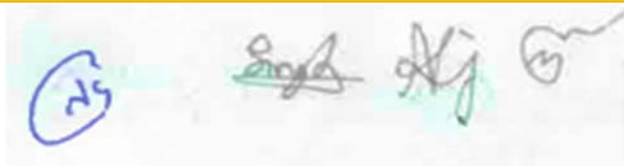
i. Clarification of Bids

- a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid.
- b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
- e) All communications generated under this rule shall be included in the record of the procurement proceedings.

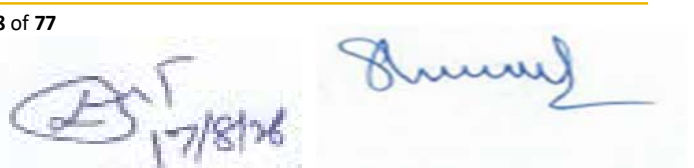
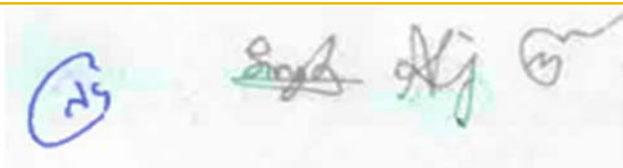
j. Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

- a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of eligibility criteria of the bidding document.
- b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
 - i. “deviation” is a departure from the requirements specified in the bidding document;
 - ii. “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - iii. “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.
- c. A material deviation, reservation, or omission is one that,
 - i. if accepted, shall:-
 - 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or



2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
 - ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
 - d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
 - e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.
- b) Non-material Non-conformities in Bids**
- a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
 - b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, GST certificate, ISO Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
 - c. The bid evaluation committee may rectify non-material non conformities or omissions on the basis of the information or documentation received from the bidder under (b) above.
- c) Technical Evaluation Criteria**
- Bids shall be evaluated based on the compliance of the documents submitted in the technical bid. Technical bid shall contain all the documents as asked in the clause "Format and signing of Bids"
- d) Tabulation of Technical Bids**
- a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
 - b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
 - e) The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
 - f) The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.
- k. Evaluation & Tabulation of Financial Bids**
- Subject to the provisions of "Acceptance of Successful Bid and Award of Contract" below, the procuring entity shall take following actions for evaluation of financial Bids: -
- a) The Financial Bids of the bidders who qualified in technical evaluation shall be opened at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present. Alternatively, the bidders may also view the financial bid opening status/ process online at e-Procurement website.
 - b) the process of opening of the financial Bids shall be similar to that of technical Bids.
 - c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
 - d) Conditional Bids are liable to be rejected;



- e) The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied; All columns should be filled in BoQ (even zeros), Certificates need to be attached, in case of exemption.
- f) The offers shall be evaluated and marked L1, L2, L3 etc. **all categories of total**. L1 being the lowest offer and then others in ascending order;
- g) The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- i) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the Man power, works or service required to be procured.

I. Correction of Arithmetic Errors in Financial Bids

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

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

m. Price/ purchase preference in evaluation

Price and/or purchase preference notified by the State Government (GoR) and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

n. Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted.
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous

bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.

g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

o. Exclusion of Bids/ Disqualification

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

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

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

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

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

p. Lack of competition

a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly qualification, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -

- a. the Bid is technically qualified;
- b. the price quoted by the bidder is assessed to be reasonable;
- c. the Bid is unconditional and complete in all respects;
- d. there are no obvious indicators of cartelization amongst bidders; and
- e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document

b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.

c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.

d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

q. Acceptance of the successful Bid and award of contract

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period of time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- i) The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

r. Information and publication of award

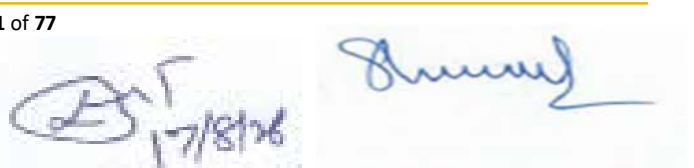
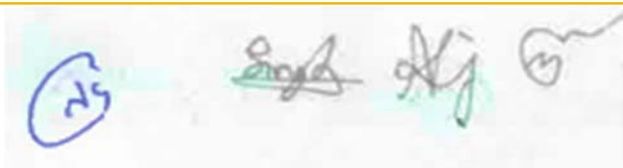
Information of award of contract shall be communicated to all participating bidders OR published on the respective website(s) as specified in NIB. (The information regarding the award of the contract shall be communicated to all participating bidders or shall be published on the respective website(s), as specified in the Notice Inviting Bids (NIB).

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

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

t. Right to vary quantity

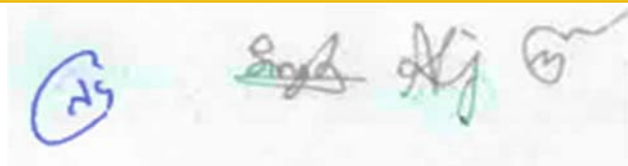
- a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.



- b) Orders for extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, up to 5% of the value of the original contract.
- c) Orders for additional quantities may be placed on the rates and conditions given in the contract and the original order was given after inviting open competitive Bids. Supply or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
 - a. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - b. 50% of the value of Man power or services of the original contract.

u. Performance Security

- a) Prior to execution of agreement, Performance security shall be solicited from successful bidder(s) except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security shall be **five percent**, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of Man power. In case of MSME's of Rajasthan it shall be **one percent** of the amount of quantity ordered for supply of Man power and in case of sick industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be **two percent** of the amount of supply order.
- c) Performance security shall be furnished in any one of the following forms: -
 - a. Bank Draft or Banker's Cheque of a scheduled bank;
 - b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 - c. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
 - d. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
 - e. Any other mode described as per RTPP acts and Rules.
- d) Performance security furnished in the form specified in clause [a.] to [e.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
 - a. When any terms and condition of the contract is breached.
 - b. When the bidder fails to make complete supply satisfactorily.
 - c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- g) No interest shall be payable on the PSD.



v. Additional Performance Security

In addition to Performance Security as specified above, an additional performance security shall also be taken from the successful bidder in case of unbalanced bid according to the rule 75A of RTPP rules. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

For the purpose of this rule-

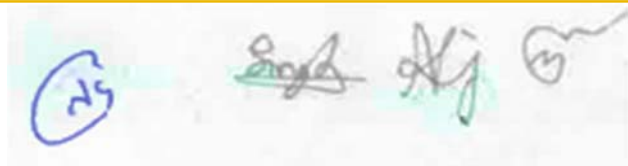
- a) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- b) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- c) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
- d) The Additional Performance Security shall be refunded to the selected bidder after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the selected bidder.

w. Execution of agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
- b) The successful bidder shall sign the procurement contract within 7 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder. If needed, It may be **changed by evaluation committee. Procurement contract need to be submitted before the supply of the Man Power.**
- c) If the bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

x. Confidentiality

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
 - a. impede enforcement of any law;
 - b. affect the security or strategic interests of India;
 - c. affect the intellectual property rights or legitimate commercial interests of bidders;
 - d. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.
- c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.



- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

y. Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
- at any time prior to the acceptance of the successful Bid; or
 - after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder whose Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
- cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
 - rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

z. Code of Integrity for Bidders

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity include provisions for: -
- Prohibiting
 - any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
 - any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 - any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - any obstruction of any investigation or audit of a procurement process;
 - disclosure of conflict of interest;
 - disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.

- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
- exclusion of the bidder from the procurement process;
 - calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - forfeiture or encashment of any other security or bond relating to the procurement;
 - recovery of payments made by the procuring entity along with interest thereon at bank rate;
 - cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

aa. Interference with Procurement Process

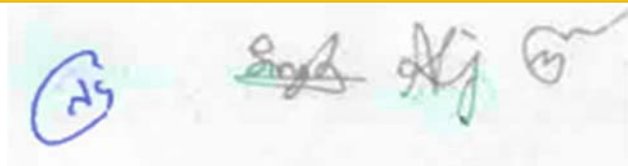
A bidder, who: -

- withdraws from the procurement process after opening of financial bids;
- withdraws from the procurement process after being declared the successful bidder;
- fails to enter into procurement contract after being declared the successful bidder;
- fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds,

Shall, in addition to the recourse available in the bidding document or the contract, be punished as per RTTP Act 2012 and Rules 2013.

bb. Appeals

- Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
 - Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings;
 - Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- The officer or authority to which an appeal may be filed under (a) or (d) above shall be : **First Appellate Authority:** Secretary/Principal Secretary, DST, Govt. of Rajasthan **Second Appellate Authority:** Secretary, Finance(Budget) Department, Govt. of Rajasthan
- Form of Appeal:



- a. Every appeal under (a) and (c) above shall be as per **Annexure-10** along with as many copies as there are respondents in the appeal.
 - b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- g) Fee for Appeal: Fee for filing appeal:
- a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 - b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:
- a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - i. hear all the parties to appeal present before him; and
 - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

cc. Stay of procurement proceedings

While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.

dd. Vexatious Appeals & Complaints

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the "The Rajasthan Transparency Public Procurement Act 2012", with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

ee. Offenses by Firms/Companies

- a) Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent



or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.

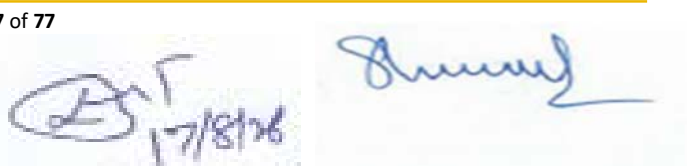
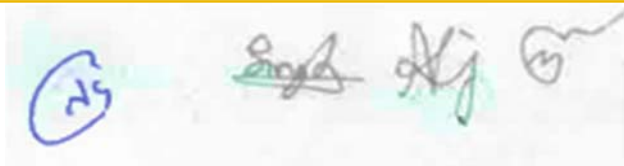
- c) For the purpose of this section-
 - a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals; and
 - b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

ff. Debarment from Bidding

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
 - a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

gg. Monitoring of Contract

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its supply period.
- b) During the supply period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of Man power and service supply is in proportion to the total supply period given, if it is a severable contract, in which the supply of the Man power and service is to be obtained continuously or is batched. If the entire quantity of Man power and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.
- c) If delay in supply of Man power and service is observed a performance notice would be given to the selected bidder to speed up the supply.
- d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for



acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.

- f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

1. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

Definitions

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

- a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) The bidder should not bid service charges filled less than one percent.
- f) "Supply" means the transfer of the Man power from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- g) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- h) "Man power" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- i) "Purchaser" means the entity purchasing the Man power and related services, as specified in the bidding document.
- j) "Related Services" means the services incidental to the supply of the Man power, such as insurance, supply of man power, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
- k) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Man power to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- l) "Supplier/Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
- m) "The Site," where applicable, means the designated project place(s) named in the bidding document.

Note: The bidder shall be deemed to have carefully examined the conditions, qualification, size, make and drawings, etc., of the Man power to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall,

before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

1) **Contract Documents**

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

2) **Interpretation**

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/Selected Bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3) **Language**

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

4) **Joint Venture, Consortium or Association**

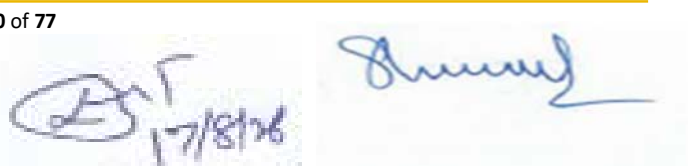
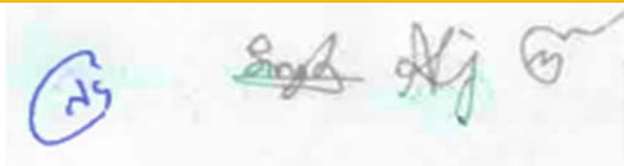
A consortium of firms is not eligible to bid. Additionally, the selected bidder shall not assign or sublet the contract, or any substantial part of it, to any other agency.

5) **Eligible Related Services**

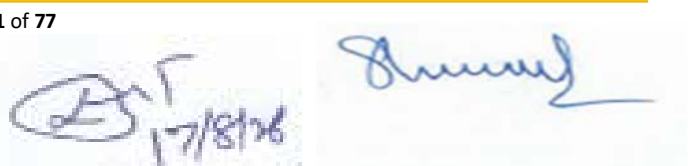
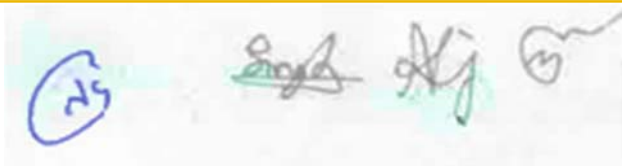
6) **Notices**

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

- b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
- 7) **Governing Law**
The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State/ the Country (India), unless otherwise specified in the contract.
- 8) **Scope of Supply**
a) Subject to the provisions in the bidding document and contract, the Man power and related services to be supplied shall be as specified in the bidding document.
b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such categories not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining supply and completion of the Man power and related services as if such items were expressly mentioned in the Contract.
c) The bidder shall not quote and supply any hardware/ software that is likely to be declared as End of Sale in next 6 months from the last date of bid submission and End of Service/ Support during maintenance and warranty period as per Bid. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such hardware/ software with the latest ones having equivalent or higher qualification without any financial obligation to the purchaser.
- 9) **Man Power Supply**
a) Subject to the conditions of the contract, the supply of the man power shall be in accordance with the qualification and completion schedule specified in the bidding document. The details of supply/ Man Power and document to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
c) Bid will be Initially for a period of one year valid from the date of assurance of the bid. It can be extend for further six months so the mutual consent of bidders.
d) As per project requirement man power will be decreased and increased category wise.
- 10) **Supplier's/ Selected Bidder's Responsibilities**
The Supplier/ Selected Bidder shall supply all categories of Man Power and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.
- 11) **Service Provider**
a) Whenever the related service provider requires that timely trained technical man power provide at jodhpur and Jaipur.
b) The Bidder shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.
- 12) **Selected Bidder**
a) Man power supply as per qualification and experience.
- 13) **Taxes & Duties**
a) The **GST TDS / other TDS**, if applicable, shall be deducted at source as per prevailing rates.
b) For Man power supplied from outside India, the successful/selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.



- c) For Man power supplied from within India, the successful/selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until supply of the contracted Man power to the Purchaser.
- d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/selected bidder in India, the Purchaser shall use its best efforts to enable the successful/selected bidder to benefit from any such tax savings to the maximum allowable extent.
- 14) **Bidder must follow the instruction related to Manpower only int**
- 15) **Confidential Information**
- a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Supplier/Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.
- c) The Purchaser shall not use such documents, data, and other information received from the Supplier/Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
- i. the Purchaser or Supplier/Selected Bidder need to share with other institutions participating in the Contract;
 - ii. now or hereafter enters the public domain through no fault of that party;
 - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.
- 16) **Sub-contracting**
- The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency.
- 17) **Qualification**
- All articles supplied shall strictly conform to the qualification in the bidding document and wherever articles have been required according to labour at and other applicable certifications/standards, those articles should conform strictly to those certifications/standards. The supply shall be of best quality and description. The decision



of the competent authority/Man power committee whether the man power supplied conform to the qualification shall be final and binding on the supplier/selected bidder.

a) Man power technical qualification/specification

- i. The Supplier/ Selected Bidder shall ensure that the Man power and related services comply with the technical qualification and other provisions of the Contract.
 - ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - iii. The Man power and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Man power.
- b) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

18) Man Power experience and documents

- a) The Supplier/Selected Bidder shall provide such packing of the Man power as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Man power and the absence of heavy handling facilities at all points in transit.
- b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.

19) Insurance

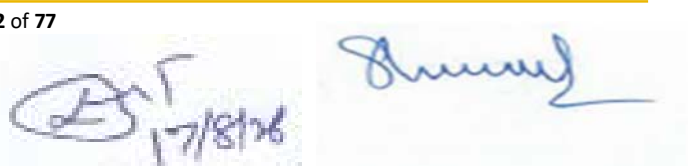
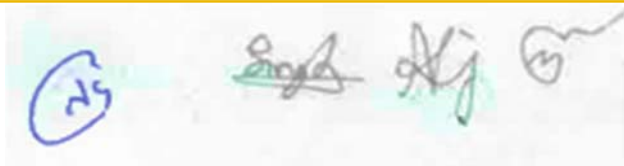
The Man Power will be supplied at the SRSAC Jodhpur and SRSAC sub center Jaipur in perfect condition as per with document.

20) Transportation

The supplier/selected bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and supply of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/inspection of the material by the consignee. No extra cost on such account shall be admissible.

21) Liquidated Damages (LD)

- a) Except as provided under clause "Force Majeure", if the supplier/selected bidder fails to deliver any or all of the Man power or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies



under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in 28(d) below for each week or part thereof of delay until actual supply or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".

- b) The time specified for supply in the bidding document shall be deemed to be the essence of the contract and the supplier/selected bidder shall arrange Man power supply and related services within the specified period.
 - c) Supply and supply of man power/completion period may be extended with or without liquidated damages, if the delay in the supply of Man power or service is on account of hindrances beyond the control of the supplier/selected bidder.
 - i. The supplier/selected bidder shall request in writing to the Purchaser giving reasons for extending the supply period of service, if he finds himself unable to complete the supply of Man power or service within the stipulated supply period or is unable to maintain prorated progress in the supply of Man power or service supply. This request shall be submitted as soon as a hindrance in supply of Man power and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of supply of Man power and service after which such request shall not be entertained.
 - ii. The Purchaser shall examine the justification of causes of hindrance in the supply of Man power and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
- 22) Normally, extension in supply period of Man power and service in following circumstances may be considered with or without liquidated damages:
- a) If the competent authority agrees to extend the supply period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of Man power.
 - b) It shall be at the discretion of the concerned authority to accept or not to accept the supply of Man power and/ or services rendered by the contractor after the expiry of the stipulated supply period, if no formal extension in supply period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered Man power.
 - c) If user department or SRSAC-SC is in need of the good rendered after expiry of the stipulated supply period, it may accept the services and issue a letter of extension in supply period with usual liquidated damages and denial clauses to regularize the transaction.
 - d) **In Case of delay in supply** in the supply and/ or supply of man power/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of Man power which the supplier/ selected bidder has failed to supply/install/complete : -

S. No.	Condition	LD %*
a.	Delay up to one fourth period of the prescribed period of supply, successful supply of man power and completion of work	2.5 %

b.	Delay exceeding one fourth but not exceeding half of the prescribed period of supply, successful supply of man power and completion of work	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of supply, successful supply of man power and completion of work	7.5 %
d.	Delay exceeding three fourth of the prescribed period of supply, successful supply of man power and completion of work	10.0 %

- i. Fraction of a day in reckoning period of delay in supplies, successful supply of man power and completion of work shall be eliminated, if it is less than half a day.
- ii. The maximum amount of liquidated damages shall be 10% of the contract value.
- iii. *The percentage refers to the payment due for the associated Man power.
- iv. If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- v. Supply period may be extended with or without liquidated damages if the delay in the supply of Man power is on account of hindrances beyond the control of the bidder.
- vi.

23) **Authenticity of Equipment**

NOT APPLICABLE

24) **Warranty**

NOT APPLICABLE

25) **Patent Indemnity**

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

- i. the supply of man power by the supplier/selected bidder or the use of the Man power in the country where the Site is located; and
- ii. the sale in any country of the products produced by the Man power.

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

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

- c) If the supplier/selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- d) The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/selected bidder for all reasonable expenses incurred in so doing.
- e) The Purchaser shall indemnify and hold harmless the supplier/selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

26) Limitation of Liability

Except in cases of gross negligence or willful misconduct: -

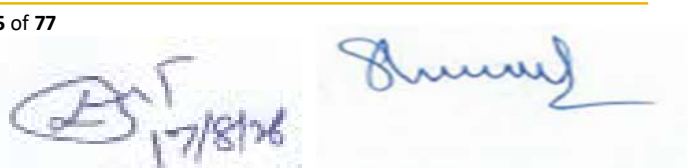
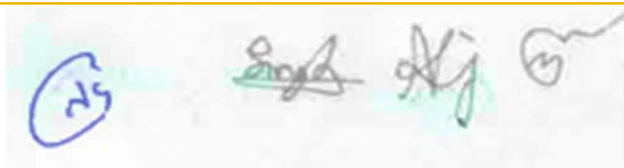
- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and
- b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

27) Change in Laws & Regulations

- a) Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Supply Date and/or the Contract Price, then such Supply Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if the same has already been accounted for in the price adjustment provisions where applicable.

28) Force Majeure

- a) The supplier/selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign



capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- c) If a Force Majeure situation arises, the supplier/selected bidder shall promptly notify the SRSAC in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by SRSAC, the supplier/selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the SRSAC, the SRSAC may take the case with the supplier/selected bidder on similar lines.

29) Change Orders and Contract Amendments

- a) The Purchaser may at any time order the supplier/selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
 - i. Where Man power to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - ii. the method of shipment or packing;
 - iii. the place of supply; and
 - iv. the related services to be provided by the supplier/selected bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Supply and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.
- c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

30) Termination

a) Termination for Default

- i. The procuring entity may, without prejudice to any other remedy for breach of contract, by written a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part:-
 - a. If the supplier/ selected bidder fails to deliver any or all quantities of the Man power within the time period specified in the contract, or any extension thereof granted by SRSAC; or
 - b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of supply of service or any extension granted thereof; or
 - c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.

- d. If the supplier/ selected bidder commits breach of any condition of the contract.
- ii. If SRSAC terminates the contract in whole or in part, amount of PSD may be forfeited.
- iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

b) Termination for Insolvency

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

c) Termination for Convenience

- i. SRSAC, by a written notice of at least 30 days sent to the supplier/ selected bidder may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the supplier/selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. The Man power that are complete and ready for shipment within twenty-eight (28) days after the supplier's/selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Man power, the Purchaser may elect:
 - a. To have any portion completed and delivered at the Contract terms and prices; and/or
 - b. To cancel the remainder and pay to the supplier/selected bidder an agreed amount for partially completed Man power and Related Services and for materials and parts previously procured by the supplier/selected bidder.

31) Settlement of Disputes

- a) **General:** If any dispute arises between the supplier/selected bidder and SRSAC during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/selected bidder.
- b) **Standing Committee for Settlement of Disputes:** If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual

discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision. The empowered standing committee shall consist of following members: - (DST)

- Commissioner, DST : Chairman
- Project Director cum Deputy Secretary, SRSAC : Member
- CAO, DST HQ : Member
- Deputy Director, Sub Centre, SRSAC, : Member
- A Legal Expert to be nominated by the Chairman : Member

- c) **Procedure for reference to the Standing Committee:** The supplier/selected bidder shall present his representation to the Project Director, SRSAC along with a fee – as per rule from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking supply of the Man power from the supplier/selected bidder shall prepare a reply of representation and shall represent the SRSAC's stand before the standing committee. From the side of the supplier/selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/selected bidder and SRSAC. The standing committee, if it so decides, may refer the matter to **Secretary in Charge, DST** for further decision.

Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled at Jodhpur jurisdiction.

Provision in Conflict

If a clause or a provision or a term or a condition is in conflict with RTPP Act, 2012 and RTPP Rules, 2013, in this situation, provisions and rules of RTPP Act, 2012 and RTPP Rules, 2013 shall prevail.

- 32) Regarding provisions of SR Form no. 14,15, 16 and 17 of GF&AR Part-II will be applicable.

2. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1. Payment Terms and Schedule

Payment schedule - Payments to the bidder/ supplier, after successful completion of the specified project deliverables, would be made as under: -

S. No.	Milestone/ Phase	Attendance sheet	Timelines	Payment Terms
1.	Technical Man power supply and work done per month	a. The attendance verify by project incharge	Work order given to bidders man power supply 7 days after as per tender condition	Basis of attendance sheet per person the amount will given as per tender condition.

- a) Any liquidated damages/penalties, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- b) Taxes, as applicable, will be deducted/paid as per the prevalent rules and regulations.
- c) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the Man power delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- d) **After successful supply of man power (within supply period) and satisfaction of the purchaser, the bidder will raise the invoice and the payment will be processed with in 60 days.**

- e) The currency or currencies in which payments shall be made to the supplier/selected bidder under this Contract shall be Indian Rupees (INR) only.
- f) All remittance charges will be borne by the supplier/ selected bidder.
- g) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- h) Payment in case of those Man power which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- i) Advance Payment will not be made.

2. Service Level Standards/Requirements/Agreement

- a) The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service, which shall be provided by the selected bidder to the tendering authority for the duration of this contract.
- b) The tendering authority will regularly review the performance of the services being provided by the selected bidder and impose penalties if any deficiency is found in the services.
- c) It is acknowledged that service levels may change as service needs evolves over the course of the contract. The present SLAs have been worked out on the basis of current expectations. Service levels between the purchaser and bidder can be revised in view of experience gained during the project period. The experience gained during this period will be used to fine tune the SLAs, including parameters, targets and penalties, if required. Any changes to the levels of services provided during the project period will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to the contract.

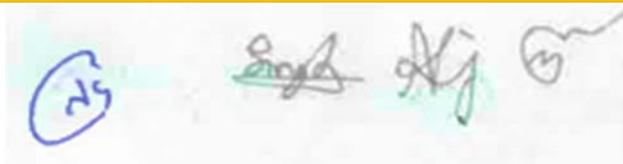
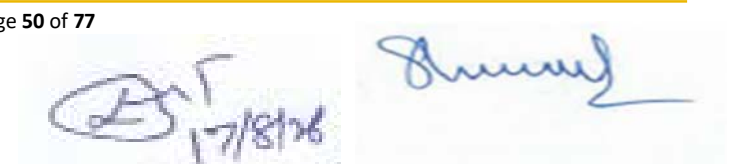
This service level will be applicable on all Services which are procured under this tender

S. No.	Time to resolve complaint after lodging the complaint	Technical Manpower Services	Penalty (in Rs.) after expiry of 7 days of lodging the complaint
1.	Upto 7 days of lodging the complaint	All items mentioned in Bill of Services	No penalty
2.	After 7 days category wise penalty	Project Manager – GIS	1000/- per day
3.		Tech Lead – GIS	1000/- per day
4.		Senior Image Processing Expert	500/- per day
5.		Image Processing Expert	500/- per day
6.		GIS Developer/Analyst	200/- per day
7.		GIS Digitization Operator	200/- per day

Note: For maintenance of uptime of item supplied and installed by selected bidder, It is advised that bidder should maintain adequate spares of different type of items mentioned in Bill of Service (BoS).
Note: If the call is not resolved and the value of penalty for the item (Applicable on High -end desktop, multifunctional Printer and other items) reaches value of the item, a NOTICE shall be issued. If two such notices are issued during a year for any item or if the tendering authority feels that SI is not performing as per requirement, then tendering authority may terminate the contract including forfeiture of the PSD.

Penalty Capping:

The maximum penalty applicable on the Successful Bidder may not exceed 20% of the total contract value during . In case if the total penalty applicable on the Successful Bidder exceeds 20% of the Total Contract Value, the Purchaser may terminate the Contract with Successful Bidder or encash the Bank Guarantee or take any Legal action against the Successful Bidder.

Handwritten signature and initials in blue ink, including a circled '25' and a signature that appears to be 'Sayed Ali'.Handwritten signature and date in blue ink, including a circled '25' and a signature that appears to be 'Sayed Ali', with the date '17/8/26' written below.

ANNEXURE-1: Man power qualification and Experience (Bill of Service)

Bill of Service - (Specification as per Annexure 2)

Sl No	Item Description	Estimated Value	Service Charge (without GST) in %	Service Charge without GST in Value(Rs)	Total Amount without taxes	Total Amount in Words
1	2	3	4	5	6=3+5	7
1	Technical Manpower hiring for SRSAC Jodhpur and SRSAC's Sub Centre, Jaipur					
1.01	Technical Manpower hiring for SRSAC Jodhpur and SRSAC Sub Centre Jaipur (Lumpsum Rate /Item Rate) Note :Quote the rates of all manpower as per details provided in supplimenttry sheet Fill only Column No. 4 with the Service Charge (without GST) in percentage. The minimum service charge is 1% The minimum service charge can not be less than 1%	1,05,96,000.00				INR One Crore Five Lakh Ninety Six Thousand & Paise Zero only

Suplimentary Sheet

S. No.	Resource Level/Category Wise	Qty	Qualification	Exp. In Years	Hiring charges per Man-Month (exclusive taxes) in Rupees	Total cost hiring Man per Month (exclusive taxes)	12 Month Hiring Cost
1	Project Manager – GIS	2	M.Tech/BE/B.Tech/M.Sc./M.Sc.(Ag)/Geography with specialization in GIS & Remote Sensing or 10 years experience in RS & GIS projects	10+	1,00,000	2,00,000	24,00,000
2	Tech Lead – GIS	4	M.Tech/BE/B.Tech/MCA/M.Sc./M.Sc.(Ag) Geography with specialization in GIS & Remote Sensing or 7 years experience	7+	73,500	2,94,000	35,28,000
3	Senior Image Processing Expert	3	M.Tech/BE/B.Tech/MCA/M.Sc. in Geography and Geo-informatics/Remote Sensing/GIS or equivalent/M.Sc.(Ag)	5+	53,500	1,60,500	19,26,000
4	Image Processing Expert	1	M.Tech/BE/B.Tech/MCA/M.Sc. in Geography and Geo-informatics/Remote Sensing/GIS or equivalent/M.Sc.(Ag)	3+	40,000	40,000	4,80,000
5	GIS Developer/Analyst	1	M.Tech/BE/B.Tech/MCA/M.Sc. with specialization in GIS & Remote Sensing	1+	54,750	54,750	6,57,000
6	GIS Digitization Operator	5	Graduate in Maths/Science/Geography/Geology/Environmental Science/Computer Applications or Diploma in Engineering	1+	26,750	1,33,750	16,05,000
			Total			8,83,000	1,05,96,000

NOTE:- Estimate Total Cost 125 Lakhs including GST and all other Taxes

ANNEXURE-2: TECHNICAL QUALIFICATION

Remote sensing and GIS based man power supply experience.

To,

Project Director cum Deputy Secretary,
State Remote Sensing Application Centre,
Jodhpur

Resource Level/Category Wise	Qualification
Project Manager – GIS	M.Tech/BE/B.Tech/M.Sc./M.Sc.(Ag)/Geography with specialization in GIS & Remote Sensing or 10 years' experience in RS & GIS projects
Tech Lead – GIS	M.Tech/BE/B.Tech/MCA/M.Sc./M.Sc.(Ag) Geography with specialization in GIS & Remote Sensing or 7 years' experience
Senior Image Processing Expert	M.Tech/BE/B.Tech/MCA/M.Sc. in Geography and Geo-informatics/Remote Sensing/GIS or equivalent/M.Sc.(Ag) or 5 years' experience
Image Processing Expert	M.Tech/BE/B.Tech/MCA/M.Sc. in Geography and Geo-informatics/Remote Sensing/GIS or equivalent/M.Sc.(Ag) or 3 years' experience
GIS Developer/Analyst	M.Tech/BE/B.Tech/MCA/M.Sc. with specialization in GIS & Remote Sensing or one year experience
GIS Digitization Operator	Graduate in Maths/Science/Geography/Geology/Environmental Science/Computer Applications or Diploma in Engineering or one year experience

Bidder

ANNEXURE-3: BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}

To,

Project Director cum Deputy Secretary,
State Remote Sensing Application Centre,
Jodhpur

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

Thanking you,

Name of the Bidder: -

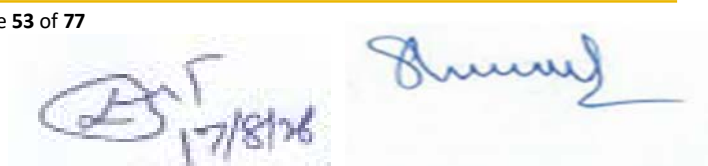
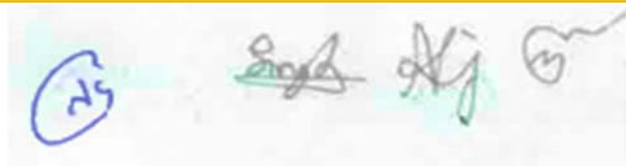
Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:



ANNEXURE-4: SELF-DECLARATION

{to be filled by the bidder}

To,

**Project Director cum Deputy Secretary,
State Remote Sensing Application Centre,
Jodhpur**

In response to the NIB Ref. No. _____ dated: _____ for supply of Man Power Services to SRSAC Jodhpur or SRSAC Sub Centre, Jaipur as an Owner/ Partner/ Director/ Auth. Sign. of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding: -

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

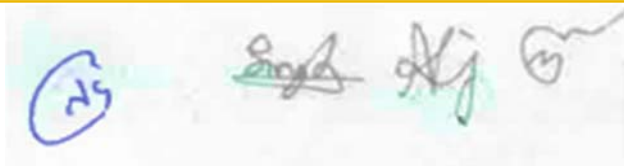
Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:



ANNEXURE-5: CERTIFICATE OF CONFORMITY/ NO DEVIATION

{to be filled by the bidder}

To,

**Project Director cum Deputy Secretary,
State Remote Sensing Application Centre,
Jodhpur**

CERTIFICATE

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

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

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

Thanking you,

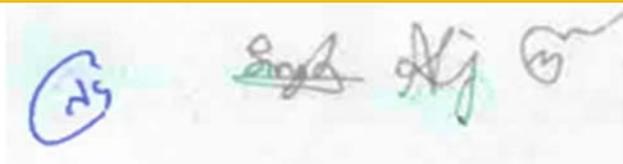
Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:



ANNEXURE-6: DECLARATION BY BIDDER {to signed by selected bidder}

I/We declare that I am/we are Bonafide/Manufacturers/Whole Sellers/Sole distributor/Authorised dealer/dealers/sole selling/Marketing agent in the Man power/stores/equipment for which I/We have quoted.

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

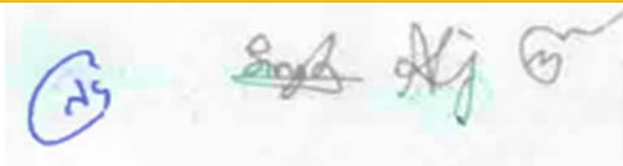
Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:



ANNEXURE-7: UNDERTAKING ON AUTHENTICITY OF MAN POWER

{to be filled by the bidder}

(On Rs. 100/- Non-judicial stamp paper purchased from Rajasthan State Only)

To,

**Project Director cum Deputy Secretary,
State Remote Sensing Application Centre,
Jodhpur**

Reference: NIB No. _____ dated: _____

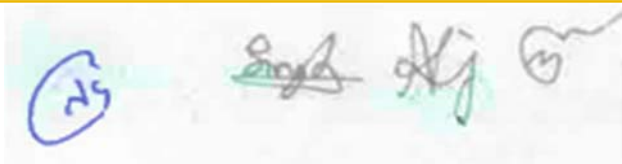
This has reference to the Man Power being supplied/quoted to you vide bid ref. no. NIB Ref. No. _____ dated _____. We hereby undertake that all the categories as per qualification and experience. I

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

Authorized Signatory

Name:

Designation:



ANNEXURE-8: FINANCIAL BID COVER LETTER & FORMAT COVER LETTER

{to be submitted by the bidder on his Letter head}

To,

**Project Director cum Deputy Secretary,
State Remote Sensing Application Centre,
Jodhpur**

Reference: NIB No. _____ dated _____

Dear Sir,

We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Service, Technical qualification, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the qualification prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties.

I / We undertake, if our bid accepted, to deliver the Man power in accordance with the supply schedule specified in the schedule of Requirements.

I/ We hereby declare that in case the contract awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of 90 days after the last date fixed for bid submission 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.

I/ We hereby declare that our bid made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

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

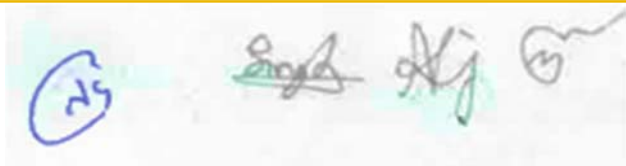
We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory

Name:

Designation:



Processing Authority: Project Director cum Deputy Secretary, State Remote Sensing Application Centre, Jodhpur								
Name of Work: Technical Man power hiring for SRSAC Jodhpur and SRSAC's Sub Centre, Jaipur								
Reference No.:								
Bidder Name:								
PRICE SCHEDULE								
S. No	Resource	Unit	BASIC RATE per unit per Month (In INR)	Total amount (per year) (In INR)	Gross total per year (In INR)	Service Charge (Without GST)		Net Amount Without GST
						In Percentage	In Figures	
1	2	3	4	5	6	7	8	9 = 6 + 8
1	Project Manager – GIS	2	1,00,000	24,00,000	1,05,96,000			
2	Tech Lead – GIS	4	73,500	35,28,000				
3	Senior Image Processing Expert	3	53,500	19,26,000				
4	Image Processing Expert	1	40,000	4,80,000				
5	GIS Developer/Analyst	1	54,750	6,57,000				
6	GIS Digitization Operator	5	26,750	16,05,000				

25

Signature

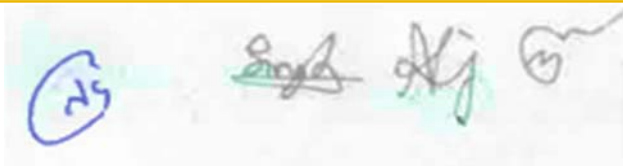
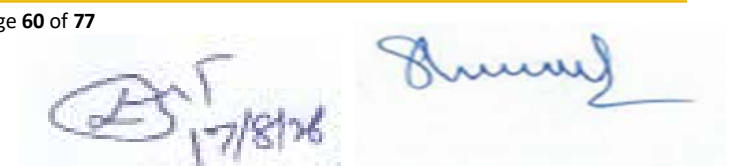
Signature

17/8/26

Signature

***Note:**

- GST payable extra as per rules.
- Man Power Quantity may be increased or decreased as per requirement of Project.

Handwritten signature and initials in blue ink, including a circled '25' and a signature that appears to be 'Sajid Ali'.Handwritten signature and date in blue ink, including a circled '25' and a signature that appears to be 'Sajid Ali'.

ANNEXURE-9: DRAFT AGREEMENT FORMAT

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

SR Form-17 of GF&AR

AGREEMENT

An agreement made this..... day of between (hereinafter called “ the approved supplier”, which expression shall, executors and administrations) of the one part and the Government of the State of Rajasthan (hereinafter called “ The Government” which expression shall,) where the context so admits, be deemed to include his successors in office and assigns of the other part.

2. whereas the approved supplier has agreed with the Government to supply to the Project Director cum , Jodhpur of the state of Rajasthan at its Head Office as well as at branches offices throughout Rajasthan, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in column..... of the said schedule.

3. And whereas the approved supplier has deposited a sum of Rs..... in

- (1) Bank Draft/Challan No./ Banker Cheque No. Dated by Bank
- (2) Post Office Savings Bank Pass Book Annexure duly hypothecated to the Departmental authority.
- (3) National Savings Certificates/Defense Savings Certificates, Kisan Vikas Patras, or any other script/instrument under National Saving Schemes for promotion of small savings, if the same can be pleased under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to the departmental authority.
- (4) Bank Guarantee No..... Dated..... amounting to rupees..... issued by the

4. Now these Presents witness :

1. In consideration of the payment to be made by the Government through the District Treasury Officer, Jodhpur at the rates set forth in the Schedule hereto appended the approved supplier will duly supply the said articles set forth in and thereof in the manner set forth in the conditions of the tender and contract.
2. The conditions of the tender and contract for open tender enclosed to the tender notice No. dated..... and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
3. Letters Nos. received from tender and letters Nos..... issued by the Government and appended to this agreement shall also from part of this agreement.
- 4.(a) The Government do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the Government through the District Treasury Officer, City Jodhpur will pay or cause to be paid, to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and very consignment.

(b) The mode of Payment will be processed through Treasury Officer, Jodhpur City

5. The supply shall be effected and completed within the period mentioned in supply order.

6.(1)(i) In Case of delay in supply the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply :-

- (a) Delay upto one fourth period of the prescribed supply period-2.5%
- (b) Delay exceeding one fourth but not exceeding half of the prescribed supply period-5%.
- (c) Delay exceeding one half but not exceeding three fourth of the prescribed supply period-7.5%.
- (d) Delay exceeding three fourth of the prescribed supply period-10%.

Note : (i) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

(ii) The maximum amount of agreed extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

(2) Supply period may be extended with or without liquidated damages if the delay in the supply of Man power is on account of hindrances beyond the control of the tenderer.

7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Government and the decision of the Government shall be final.

In witness whereof the parties hereto have set their hands on the day of

Signature of the approved supplier.

Signature for and on behalf of Governor

Date :

Date :

Witness No. 1

Witness No. 1

Witness No. 2

Witness No. 2

ANNEXURE-10: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof

Before the (First/ Second Appellate Authority)

1. Particulars of appellant:

- a. Name of the appellant:<please specify>
- b. Official address, if any: <please specify>
- c. Residential address:<please specify>

2. Name and address of the respondent(s):

- a. <please specify>
- b. <please specify>
- c. <please specify>

3. Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:<please specify>

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:<please specify>

5. Number of affidavits and documents enclosed with the appeal:<please specify>

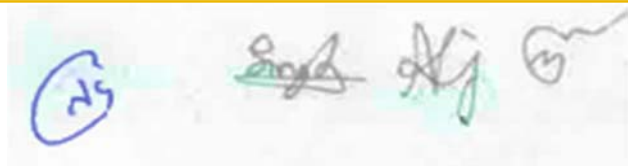
6. Grounds of appeal (supported by an affidavit):<please specify>

7. Prayer:<please specify>

Place

Date

Appellant's Signature



ANNEXURE-11: MAN POWER AUTHORIZATION FORM (MAF) {to be filled by the OEMs}

(Indicative Format)

To,

**Project Director cum Deputy Secretary,
State Remote Sensing Application Centre,
Jodhpur**

Subject: Issue of the man Power Authorisation Form (MAF)

Reference: NIB/ BID Ref. No. _____ dated _____

Sir,

We {name and address of the Bidders} who are established and reputed hereby authorize {M/s _____} who is our {FIRM} to bid, negotiate and conclude the contract with you against the aforementioned reference for the following Man Power.

* Strike whichever is not applicable

Yours faithfully,

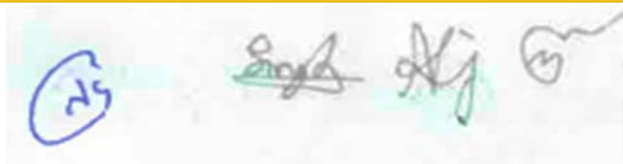
For and on behalf of M/s (Name of the manufacturer)

(Authorized Signatory)

Name, Designation & Contact No.:

Address: _____

Seal:



ANNEXURE- 12: TENDER FORM

Reference No.:

Date:

1) Addressed to:

Name of the Bidding Authority	Project Director cum Deputy Secretary, State Remote Sensing Application Centre, Jodhpur
Address	
Telephone	
Tele Fax	
Email	

2) Firm Details:

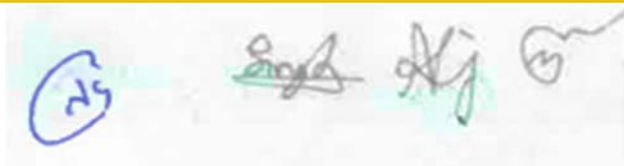
Name of Firm				
Name of Contact Person with Designation				
Registered Office Address				
Address of the Firm				
Year of Establishment				
Type of Firm Put Tick(✓) mark	Public Limited	Private Limited	Partnership	Proprietary
Telephone Number(s)				
Email Address/ Web Site	Email:		Web-Site:	
Fax No.				
Mobile Number	Mobile:			
Certification/Accreditation/Affiliation, if Any				

- 3) The requisite Bid Document fees amounting to Rs. _____/- (Rupees <in words>) has been deposited vide receipt no. _____ dated _____.
- 4) The requisite RISL Processing Fees amounting to Rs. _____/- (Rupees <in words>) has been deposited vide receipt no. _____ dated _____.
- 5) The requisite Bid security/ EMD amounting to Rs. _____/- (Rupees <in words>) has been deposited vide Banker's Cheque/ DD No. _____ dated _____.
- 6) We agree to abide by all the terms and conditions mentioned in this form issued by the Procurement Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

Name & Seal of the firm: _____

Authorized Signatory: _____





ANNEXURE-13: BANK GUARANTEE FORMAT

{to be submitted by the bidder's bank}

BANK GUARANTEE FORMAT – BID SECURITY

(To be stamped in accordance with Stamp Act and to be issued by a Nationalised/ Scheduled bank having its branch at Jodhpur and payable at Jodhpur, Rajasthan)

To,

**Project Director cum Deputy Secretary,
State Remote Sensing Application Centre,
Jodhpur**

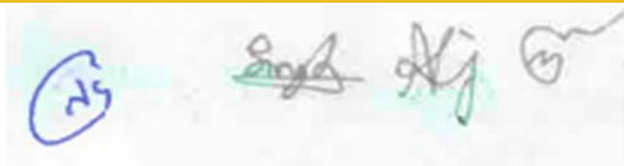
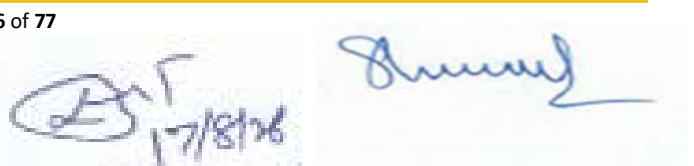
Sir,

1. In accordance with your Notice Inviting Bid for <please specify the project title> vide NIB reference no. <please specify> M/s. (Name & full address of the firm) (Hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document.

It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <Rs. _____ (Rupees <in words>)> in respect to the NIB Ref. No. _____ dated _____ issued by SRSAC, Jodhpur (hereinafter referred to as "SRSAC") by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jodhpur irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum of <Rs. _____ (Rupees <in words>)> to the SRSAC as bid security/ earnest money deposit.

2. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the SRSAC of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the SRSAC shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the SRSAC on account thereof to the extent of the bid security/ Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the SRSAC that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the SRSAC shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the SRSAC and it is further declared that it shall not be necessary for the SRSAC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the SRSAC may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the SRSAC to recover the said amount of <Rs. _____ (Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the

Handwritten signature and a circular stamp with the number '25' inside.Handwritten signature and the date '17/8/26'.

said M/s.(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..

8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. _____ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date (Signature)

Place (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

WITNESS (with full name, designation, address & official seal, if any)

(1)

.....

(2)

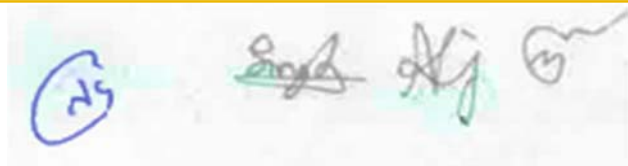
.....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

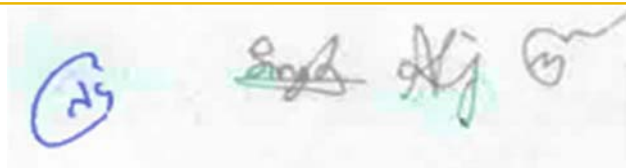
Contact telephone number:



GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee shall fulfil the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by SRSAC
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:



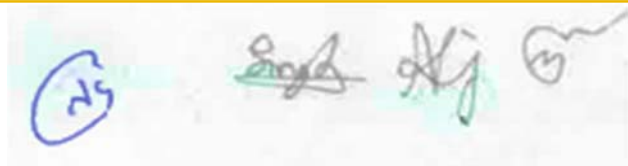
BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

(To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only and to be issued by a Nationalised/ Scheduled bank having its branch at Jodhpur and payable at par at Jodhpur, Rajasthan)

To,

**Project Director cum Deputy Secretary,
State Remote Sensing Application Centre,
Jodhpur**

1. In consideration of the State Remote Sensing Application Centre, DST, GOR, Jodhpur (hereinafter called "SRSAC") having agreed to exempt M/s(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No.....datedmade between the **SRSAC** through and(Contractor) for the work(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupeesonly), we(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request ofContractor(s) do hereby undertake to pay to the **SRSAC** an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the **SRSAC**. Any such demand made on the bank by the **SRSAC** shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the **SRSAC** and We..... (Indicate the name of Bank), bound ourselves with all directions given by **SRSAC** regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We.....(indicate the name of Bank), undertake to pay to the **SRSAC** any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of **SRSAC** under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the **SRSAC** certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We(indicate the name of Bank) further agree with the **SRSAC** that the **SRSAC** shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the **SRSAC** against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the **SRSAC** or any indulgence by the **SRSAC** to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. The liability of us (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the **SRSAC** in writing.



8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the **SRSAC**. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for the **SRSAC** to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the **SRSAC** may have obtained or obtain from the contractor.
10. We (indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favour under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

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

Signature

(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the **SRSAC**
For and on behalf of the **SRSAC**

Signature

(Name & Designation)

ANNEXURE-14: CERTIFICATE FOR PRIOR REGISTRATION FOR PUBLIC PROCUREMENTS

{Indicative Format-to be submitted by the bidder}

To,

**Project Director cum Deputy Secretary,
State Remote Sensing Application Centre,
Jodhpur**

Reference: NIB No. _____ dated _____ (Unique Bid No.: _____)

I {Name/ Designation} have read the Rule 13 of the Rajasthan Transparency in Public (RTTP) Rules, 2013 and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 regarding prior registration with Industries department for bidders with beneficial ownership from countries sharing land border with India, for participation in any public procurement in the State.

*I certify that this bidder/OEM {Name and address of the bidder} is not from such a country which shares land border with India or with beneficial ownership from such country.

OR

*I certify that this bidder/OEM {Name and address of the bidder} from such a country which shares land border with India or with beneficial ownership from such country has been registered with the Competent Authority. Evidence of valid registration by the Competent Authority has been attached herewith.

I hereby certify that this bidder/OEM fulfils all requirements in this regard and is eligible to be considered.

Thanking you,

Name of the Bidder: -

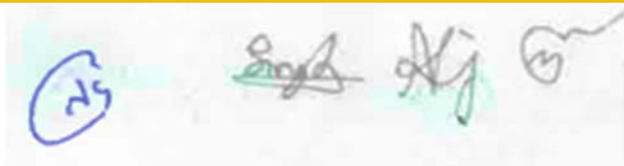
Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

***Please strikeout which is not applicable.**



ANNEXURE-15: COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST
(As per the Finance Department of Rajasthan circular F1(8) वित्त/सावधानि/5344 Dated 04-02-2013)

Any person participating in a procurement process shall -

- a. not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process,
- b. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c. not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- d. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process,
- e. not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- f. not obstruct any investigation or audit of a procurement process;
- g. disclose conflict of interest, if any; and
- h. Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:

The Bidder participating in a bidding process must not have a Conflict of Interest- A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations-

1- A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- a. have controlling partners/ shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of the Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process, or
- e. the Bidder participates in more than one Bid in a bidding process- Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved- However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical qualification of the Man power, Works or Services that are the subject of the Bid.

ANNEXURE 16: DECLARATION BY THE BIDDER

(As per the Finance Department of Rajasthan circular F1(8) वित्त/साविलेनि/5344/17 Dated 04-02-2013)

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bids No..... Dated..... I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012- that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/ our affairs administered by a court or a judicial officer, not have my/ our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;
6. I/We hereby confirm that the supplied item is sourced exclusively from the Original Order) and that no customization, modification, or alteration has been carried out subsequently.

Date:
Place:

Signature of bidder
Name :
Designation:
Address:

ANNEXURE 17: GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

(As per the Finance Department of Rajasthan circular F1(8) वित्त/साविलेनि/5344# Dated 04-02-2013)

The designation and address of the First Appellate Authority is

First Appellate Authority: Secretary/Principal Secretary, DST, Govt. of Rajasthan

Second Appellate Authority: Secretary, Finance(Budget) Department, Govt. of Rajasthan

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable-

- (2) The officer to whom an appeal is filed under para ;1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para ;1) fails to dispose of the appeal filed within the period specified in para ;2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para ;2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be-
- (4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:

- a) determination of need of procurement;
- b) provisions limiting participation of Bidders in the Bid process;
- c) the decision of whether or not to enter into negotiations;
- d) cancellation of a procurement process;
- e) applicability of the provisions of confidentiality

(5) Form of Appeal

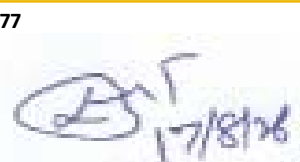
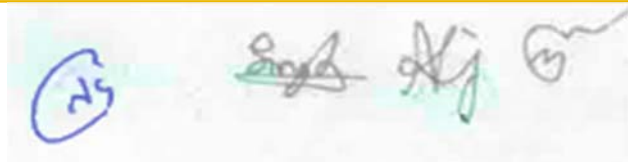
- a) An appeal under para :4) #r#6) above shall be in the annexed Form along with as many copies as there are respondents in the appeal-
- b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee
- c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative-

(6) Fee for filing appeal

- a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non refundable.
- b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned-

(7) Procedure for disposal of appeal

- a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
 - I. hear all the parties to appeal present before him; and
 - II. peruse or inspect documents, relevant records or copies thereof relating to the matter-
- c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost-
- d) The order passed under sub) clause ;c) above shall also be placed on the State Public Procurement Portal-



Annexure 18: Additional Conditions of Contract

(As per the Finance Department of Rajasthan circular F1(8) विन/साविलेनि/5344#Dated 04-02-2013)

(1) Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- I. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- II. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- III. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to i.द#and#ii.द above-

If the Bidder that submitted the lowest evaluated Bid does not accept the correction or errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

(2) Procuring Entity's Right to Vary Quantities

- I. At the time of award of contract, the quantity of Man power, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document- It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- II. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- III. In case of procurement of Man power or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order- However, the additional quantity shall not be more than 50% of the value of Man power of the original contract and shall be within one month from the date of expiry of last supply- If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

Annexure-19 : Page Numbers of Annexed Documents (to be completed by the Bidder)

Sr.	Documents Type	Enclosed (Y/N)	Page No.
Fee Details			
1.	Bid Document Fee	Proof of submission (PDF)	
2.	RISL Processing Fee	Proof of submission (PDF)	
3.	Bid Security	Proof of submission (PDF)	
Eligibility Documents			
4.	Bidder's Authorisation Certificate	As per Annexure-3	
5.	Legal entity	As per the format	
6.	Man power		
7.	Financial Net worth		
8.	Tax Registration (GSTIN, Income Tax/Pan No.)		
9.	Mandatory Undertaking (Annexure-4)		
10.	Man power qualification and Experience (Bill of Service) (Annexure-1)		
11.	Technical Qualification (Annexure-2)		
12.	Certificate of Conformity / No Deviation (Annexure-5)		
13.	Declaration by Bidder (Annexure -6)		
14.	Tender Form (Annexure -12)		
15.	Certificate for Purchase Preference & Registration for Public Procurement (Annexure -15)		
16.	Any other document		

