RFP For Selection of Agency for providing services to strengthen the Civil Registration System in State of Rajasthan based on Open Competitive Bidding through Directorate of Economics and Statistics of Planning Department

Ref. No. Plan/DES/I/60365/2016

Jaipur, dated :24/11/2016

<table>
<thead>
<tr>
<th>Mode of Bid Submission</th>
<th>Online though e Procurement/ e Tendering system at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Procuring Authority</td>
<td>Director &amp; Joint Secretary, Directorate of Economics and Statistics, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Raj.)-302005</td>
</tr>
<tr>
<td>Date &amp; Time of Pre-bid meeting</td>
<td>06/12/2016 at 11:30 AM</td>
</tr>
<tr>
<td>Last Date &amp; Time of Submission of Bid</td>
<td>26/12/2016 up to 04:00 PM</td>
</tr>
<tr>
<td>Date &amp; Time of Opening of Technical Bid</td>
<td>26/12/2016 at 04:30 PM</td>
</tr>
</tbody>
</table>

Bidding Document Fee: Rs. 1000/- (Rupees One Thousand only)

| Name of the Bidding Company/ Firm: | |
| Contact Person (Authorised Bid Signatory): | |
| Correspondence Address: | |

| Mobile No. | Telephone & Fax Nos.: |
| Website & E-Mail: | |

Directorate of Economics and Statistics
Department of Planning

Phone: 0141-2222740, 5167100  Fax: 0141-2229756
Web: www.statistics.rajasthan.gov.in  Email: dir.des@rajasthan.gov.in
A. ABBREVIATIONS & DEFINITIONS

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Act</td>
<td>The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto</td>
</tr>
<tr>
<td>Authorised Signatory</td>
<td>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.</td>
</tr>
<tr>
<td>BG</td>
<td>Bank Guarantee</td>
</tr>
<tr>
<td>Bid/ eBid</td>
<td>A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format</td>
</tr>
<tr>
<td>Bid Security</td>
<td>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.</td>
</tr>
<tr>
<td>Bidder</td>
<td>Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity</td>
</tr>
<tr>
<td>Bidding Document</td>
<td>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</td>
</tr>
<tr>
<td>CMC</td>
<td>Contract Monitoring Committee</td>
</tr>
<tr>
<td>Competent Authority</td>
<td>An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Director, DES, Govt. of Rajasthan in this bidding document.</td>
</tr>
<tr>
<td>Contract/ Procurement Contract</td>
<td>A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement</td>
</tr>
<tr>
<td>Contract/ Project Period</td>
<td>The Contract/ Project Period shall commence from the date of issue of Work order till 12 months of Project Management Consulting Services.</td>
</tr>
<tr>
<td>Day</td>
<td>A calendar day as per GoR/ GoI.</td>
</tr>
<tr>
<td>Registrar</td>
<td>The Agency of State Government at district level who will be responsible for birth &amp; death registrations</td>
</tr>
<tr>
<td>DES</td>
<td>Directorate of Economics &amp; Statistics</td>
</tr>
<tr>
<td>eGRAS</td>
<td>Online Government Receipts Accounting System (e-GRAS) is an e-Governance Initiative of Government of Rajasthan under Mission Mode Project category and is part of Integrated Financial Management System (IFMS). e-GRAS facilitates collection of tax/ non-tax revenue in both the modes: online as well as manual. All types of government revenue may be deposited online using this website: <a href="https://egras.raj.nic.in/">https://egras.raj.nic.in/</a></td>
</tr>
<tr>
<td>GF&amp;AR</td>
<td>General Finance &amp; Accounting Rules.</td>
</tr>
<tr>
<td>GoI/ GoR</td>
<td>Govt. of India/ Govt. of Rajasthan</td>
</tr>
<tr>
<td>IFB</td>
<td>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)</td>
</tr>
<tr>
<td>INR</td>
<td>Indian Rupee</td>
</tr>
<tr>
<td><strong>ITB</strong></td>
<td>Instruction to Bidders</td>
</tr>
<tr>
<td><strong>LD</strong></td>
<td>Liquidated Damages</td>
</tr>
<tr>
<td><strong>LoI</strong></td>
<td>Letter of Intent</td>
</tr>
<tr>
<td><strong>MIS</strong></td>
<td>Management Information System</td>
</tr>
<tr>
<td><strong>NIB</strong></td>
<td>Notice Inviting Bid</td>
</tr>
<tr>
<td><strong>Notification</strong></td>
<td>A notification published in the Official Gazette</td>
</tr>
<tr>
<td><strong>PAN</strong></td>
<td>Permanent Account Number</td>
</tr>
<tr>
<td><strong>PBG</strong></td>
<td>Performance Bank Guarantee</td>
</tr>
<tr>
<td><strong>PC</strong></td>
<td>Procurement/ Purchase Committee</td>
</tr>
<tr>
<td><strong>PQ</strong></td>
<td>Pre-Qualification</td>
</tr>
<tr>
<td><strong>Performance Security Deposit (PSD) / Security Deposit (SD)</strong></td>
<td>Submission of the 5% Amount of the Total Quoted/ Order Value by the Bidder and is retained till the successful completion of the project (as long as the bidder fulfils the contractual agreement).</td>
</tr>
<tr>
<td><strong>Procurement Process</strong></td>
<td>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</td>
</tr>
<tr>
<td><strong>Procurement/ Public Procurement</strong></td>
<td>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</td>
</tr>
<tr>
<td><strong>PSD/ SD</strong></td>
<td>Performance Security Deposit/ Security Deposit</td>
</tr>
<tr>
<td><strong>Purchaser/ Tendering Authority/ Procuring Entity</strong></td>
<td>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. DES, GoR in this RFP document.</td>
</tr>
<tr>
<td><strong>RISL</strong></td>
<td>RajCOMP Info Services Limited</td>
</tr>
<tr>
<td><strong>RVAT</strong></td>
<td>Rajasthan Value Added Tax</td>
</tr>
<tr>
<td><strong>Services</strong></td>
<td>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</td>
</tr>
<tr>
<td><strong>SLA</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>SoW</strong></td>
<td>Scope of Work</td>
</tr>
<tr>
<td><strong>State Government</strong></td>
<td>Government of Rajasthan (GoR)</td>
</tr>
<tr>
<td><strong>State Public Procurement Portal</strong></td>
<td><a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a></td>
</tr>
<tr>
<td><strong>Subject Matter of Procurement</strong></td>
<td>Any item of procurement whether in the form of goods, services or works</td>
</tr>
<tr>
<td><strong>TIN</strong></td>
<td>Tax Identification Number</td>
</tr>
<tr>
<td><strong>WO/ PO</strong></td>
<td>Work Order/ Purchase Order</td>
</tr>
</tbody>
</table>
INVITATION FOR BIDS (IFB) & NOTICE INVITING BIDS (NIB)

Bid Reference No. - I/60365/2016

Unique Bid No. – A06/2016-17/11 dated 24/11/2016

Dated: 24/11/2016

**Name & Address of the Procuring Entity**
- **Name:** Director & Joint Secretary
- **Address:** Directorate of Economics and Statistics, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Raj.)-302005

**Name & Address of the Nodal Officer**
- **Name:** Dr. Sudesh Kumar
- **Designation:** Deputy Director (Vital)
- **Address:** Directorate of Economics and Statistics, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Raj.)-302005
- **Email:** jdvital.des@rajasthan.gov.in

**Subject Matter of Procurement**
RFP for Selection of Agency for providing services to strengthen the Civil Registration System in State of Rajasthan based on Open Competitive Bidding through e-Procurement/e-Tender.

**Bid Procedure**
Single-stage: two part (envelop) open competitive bid procedure at [http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in)

**Bid Evaluation Criteria (Selection Method)**
Combined Quality cum cost based (CQCBS)

**Websites for downloading Bidding Document, Corrigendum’s, Addendums etc.**
- Bidding document fee: INR 1000 (Rupees One Thousand only) in Cash/Demand Draft from a scheduled bank in favour of “Director & Joint Secretary, Directorate of Economics and Statistics, Rajasthan, Jaipur” payable at “Jaipur”.
- RISL Processing Fee: INR 1000 (Rupees One Thousand only) in Cash/Demand Draft from a scheduled bank in favour of “Managing Director, RISL” payable at “Jaipur”.

**Estimated Procurement Cost**
INR 68,00,000 (Rs. Sixty eight lakh only)

**Bid Security and Mode of Payment**
- **Amount (INR):** INR 1,36,000 (Rs. One lakh thirty six thousand only)
- **Mode of Payment:** a Banker’s Cheque or Demand Draft of a Scheduled Bank in favour of “Director & Joint Secretary, Directorate of Economics and Statistics, Rajasthan, Jaipur” payable at “Jaipur”.

**Period of Sale of Bidding Document**
From 03.00 PM onwards of 25/11/2016  
Upto 12.00 Noon of 26/12/2016

**Date/ Time/ Place of Pre-bid Meeting**
- **Date/ Time:** 06/12/2016 11:30 AM  
- **Place:** Conference Hall, DES, Jaipur  
- **Last date of submitting clarifications requests by the bidder:** 05/12/2016  
- **Response to clarifications by procuring entity:** by 09/12/2016

**Manner, Start/ End Date for the submission of Bids**
- **Manner:** Online at eProcurement portal ([http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in))  
- **Start Date:** 09/12/2016 06.00 PM  
- **End Date:** 26/12/2016 04.00 PM

**Submission of Banker’s Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee**
From 10.00 AM onwards on 12/12/2016 & upto 04.00 PM of 26/12/2016

**Date/ Time/ Place of Technical Bid Opening**
- **Date:** 26/12/2016  
- **Time:** 04.30 PM  
- **Place:** DES, Jaipur

**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 (authorised 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 per NIB schedule, its Bid shall not be accepted. The Banker’s Cheque/ Demand Draft for Bidding document fee drawn in favour of “Director & Joint Secretary, Directorate of Economics and Statistics, Rajasthan, Jaipur” and RISL Processing Fee should be drawn in favour of “Managing Director, RISL” payable at “Jaipur” and Bid Security should be drawn in favour of “Director & Joint Secretary, Directorate of Economics and Statistics, Rajasthan, Jaipur” 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, Safecrypt, 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](http://eproc.rajasthan.gov.in) (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again).

4) DES 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 or technical issues.

5) Bidders are also advised to refer “Bidders Manual Kit” available at e-Procurement website for further details about the e-Tendering process.

6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
   a. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)
   b. e-mail: eproc@rajasthan.gov.in
   c. 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 RTPP Act 2012 and Rules 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 thereto, the later shall prevail.

Director & Joint Secretary
DES, Jaipur, Rajasthan
1) PROJECT PROFILE & BACKGROUND INFORMATION

1) Project Profile

The Registrar General of India office has a target to achieve cent percent level of registration of births and deaths throughout the country which is at present 85.06% and 70.9% in case of birth and death registration respectively. The level of registration varies from state to state and also at district level. It has been observed that the system of civil registration in states/UTs is suffering from shortage of technical manpower which results in lack of reporting and less registration. Therefore, in order to strengthen the system RGI will financially assist to States/UTs for hiring of State level / District level resources at district/State level offices. Details along with necessary terms and conditions are provided further in this RFP.

Present gaps in Civil Registration System

Level of Registration- As per birth & death registration act 1969, 100% registration of birth & death cases is mandatory. But from last few years the registration of all cases is not happening. The details of are as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Birth Registration (percent)</th>
<th>Death Registration (percent)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012</td>
<td>93.62%</td>
<td>75.77%</td>
</tr>
<tr>
<td>2013</td>
<td>94.38%</td>
<td>83.75%</td>
</tr>
<tr>
<td>2014</td>
<td>91.59%</td>
<td>79.56%</td>
</tr>
</tbody>
</table>

Level of Reporting- Monthly Report of Birth & Death Registration from Registrar/Deputy Registrar of rural areas is not being received timely at district levels. For this reason the reporting at district level & state level is being delayed resulting in non-submission of reports to Office of Chief-Registrar, Government of India. From last 3 years the reporting level from rural areas is mentioned below:

<table>
<thead>
<tr>
<th>Year</th>
<th>Birth (percent)</th>
<th>Registration</th>
<th>Reporting level from Rural Areas (percent)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012</td>
<td>93.62%</td>
<td></td>
<td>90.83%</td>
</tr>
<tr>
<td>2013</td>
<td>94.38%</td>
<td></td>
<td>93.96%</td>
</tr>
<tr>
<td>2014</td>
<td>91.59%</td>
<td></td>
<td>94.59%</td>
</tr>
</tbody>
</table>

Progress of Registration through “Pehchan” Web Portal: With an objective of making process of Birth & Death registration simple & hassle free for citizens of Rajasthan, an online web portal Pehchan was developed. From 1st January 2014, order has been released to all Registrar Units to issue all registrations through Pehchan web portal only. At present 12159 Registrar Units are issuing Registrations through web portal.

2) About the Department

The Directorate of Economics and Statistics was established in the year 1956 as the Principal Statistical Organization in the State to feed the planning needs. Apart from this, Statistical cells in various State Government departments are also imparting statistical activities in the respective departments. The Directorate also keeps close liaison with the statistical organizations of the Central Government in statistical matters.
The Directorate is headed by Director, who is also functioning as Chief Registrar of Birth and Deaths, State Agricultural Statistical Authority and Officer on Special Duty for Annual survey of industries.

On the recommendation of the Committee to review the National Statistical System, the Directorate of Economics and Statistics, Rajasthan has been declared as Nodal agency for the State for developing an efficient statistical system and coordinating the statistical activities in the State. As a Nodal Agency the Director of Economics and Statistics, Rajasthan is made responsible and entrusted with the following functions:

- Co-ordination of Statistical activities of various departments / organizations of the State Government
- Undertaking integration of data required in different policy sectors and suggests ways and means to improve the quality and coverage of data series
- To avoid duplication in collection and compilation of data, and
- To adopt accepted standards in collection of data, classification, processing and dissemination of data

**Presently Directorate is working on following Indicators, surveys and activities:**

- Price Statistics
- Industrial Statistics
- Agriculture Statistics
- Coordination
- Vital Statistics
- Finance and State Income
- Publication
- Trainings
- National Sample Survey
- Economic Census
- Human Development in Rajasthan
1) **Prequalification Criteria:** A bidder participating in the procurement process shall possess the following minimum pre-qualification criteria.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Basic Requirement</th>
<th>Specific Requirements</th>
<th>Documents Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Legal Entity</td>
<td>The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops &amp; 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, 1956 OR A partnership firm registered under Indian Partnership Act, 1932 OR A Limited Liability Partnership firm registered under Indian Partnership Act, 1932</td>
<td>Copy of valid Registration Certificates OR Copy of Certificates of incorporation OR Partnership Deed OR Appropriate Registration Documents under related act/rule</td>
</tr>
<tr>
<td>2</td>
<td>Financial: Turnover</td>
<td>Average Annual Turnover of the bidder during last three financial years, i.e., from 01/04/2012 to 31/03/2015 or 01/04/2013 to 31/03/2016, as case may be (as per the last published audited balance sheets), should be at least INR 2,00,00,000/- (Two Crore Only)</td>
<td>CA Certificate with CA’s Registration Number/ Seal</td>
</tr>
<tr>
<td>3</td>
<td>Financial: Net Worth</td>
<td>The net worth of the bidder as on 31/03/2015 or 31/03/2016, as case may be, should be Positive.</td>
<td>CA Certificate with CA’s Registration Number/ Seal</td>
</tr>
<tr>
<td>4</td>
<td>Technical Capability</td>
<td>The Bidder must have successfully completed at least One (01) project of minimum INR 50 Lacs in the past three years for Central/State government Departments or Public Sector undertakings (PSUs) projects during last three years from last date of bid submission.</td>
<td>Annexure-7 for submission of project reference And Work Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor / CA with CA’s Registration Number and Seal specifying total project value, amount collected from the quoted project and current status</td>
</tr>
<tr>
<td>S. No.</td>
<td>Basic Requirement</td>
<td>Specific Requirements</td>
<td>Documents Required</td>
</tr>
<tr>
<td>-------</td>
<td>-------------------</td>
<td>-----------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>5</td>
<td>Tax registration and clearance</td>
<td>The bidder should have a registered number of i. Service Tax  ii. Income Tax TAN/ PAN number. The bidder should have cleared his service Tax dues up to 31st March 2016 to the Government.</td>
<td>Copies of relevant certificates of registration Service Tax Clearance certificate form the Concerned Authority / bank challan / CA Certificate with CA’s Registration Number and seal specifying payment of service Tax dues up to 31st March 2016.</td>
</tr>
<tr>
<td>6</td>
<td>Certification</td>
<td>• CMMI level – 3 or Above  • Valid ISO – 9001:2015</td>
<td>Copy of certificate</td>
</tr>
<tr>
<td>7</td>
<td>Mandatory Undertaking</td>
<td>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) Comply with the code of integrity as specified in the bidding document.</td>
<td>A Self Certified letter as per Annexure-3: Self-Declaration</td>
</tr>
</tbody>
</table>

2) **In addition to the provisions regarding the qualifications of the bidders as set out above:** -
   
a. The procuring entity shall disqualify a bidder as per the provisions under “Clause: Exclusion/ Disqualification of bids in Chapter-5: ITB”; and
b. The procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.

3) **SCOPE OF WORK, DELIVERABLES & TIMELINES & PAYMENT TERMS**

1) **Details of work (SoW)**

To provide services at State level DES office & District HQ Level office for accomplishing below mentioned services through qualified and competent resources to strengthening Civil Registration System & strengthen effective functioning of DES & District Offices.

- The resources deployed by the selected agency will be dedicated full time for this service. To ensure quality, the agency shall develop and follow an exclusive HR policy, describing standards and guidelines for managing the resources deployed for the purpose, based on comparable similar structures established for delivering services to DES. The selected agency will provide services through deployment of suitable resources, having results orientation, potential to lead and extend quality support to DES & District Offices.
- The composition of resources to be deployed by the selected agency will be based on the services assigned to them. The specific service requirement may be changed based on periodic reviews of the programme. This should be matched by changes in the resources deployed. Thus the personnel to be deployed will not be static. It will vary in response to the additional requirements of services.
- The agency will ensure that while providing (Deployment & Quality of service) the services of qualified and competent Data Processing Assistants & State Co-ordinators it will maintain the highest degree of transparency. The agency will ensure selection of only those candidates who fulfils the eligibility criteria prescribed for the task to be performed.
- To ensure quality, the selected agency will put in place a full time high calibre team for management support in the areas of HR administration for resources deployed by them. The desired profile of Data Processing Assistants & State Co-ordinators for this purpose is at Annexure-1.
- For delivering the services envisaged in the program, it is estimated that 33 District level resources shall be deployed at district offices, 2 District level resources (at state level) & 2 State level resources (at State Level) will be required for the initial period (one year). The project activity/job description of District level resource & state level resource is mentioned section 2 of Chapter-3 of RFP
- The selected agency will be responsible for the quality of services provided by these District level resources & State level resources to DES.
- The selected agency will adhere to the service levels standards defined in Chapter 7.2 of this RFP.

2) **Project Deliverables, Milestones & Time Schedule & Payment Terms**

The Bidder will be responsible to undertake various tasks related to civil registration system (registration and reporting of birth & death data) as mentioned in project profile while detailed job tasks to be performed by deployed resources is mentioned below.
<table>
<thead>
<tr>
<th>Position/ Honoraria</th>
<th>Level</th>
<th>Project Activity/Job Description</th>
</tr>
</thead>
</table>
| **State Level (At least 2 resource shall be deployed to execute project activity).** | State Level (DES, Jaipur) | • Will coordinate district & block statistics offices & will ensure that all registrar units will do registration work through web portal pehchan.  
• Will technically guide to district & block statistics offices about pehchan web portal  
• Will resolve the issues/problems which will reporting toll free service for civil registration system  
• Will coordinate with RISL (RajComp)officers regarding digitisation & scanning of old records of birth & death registration & will monitor progress of work & ensure completion of work in prescribed time.  
• Will coordinate with District/Additional District Registrar and Directorate of Census Operations and other agencies in various matters relating to the CRS/MCCD activities.  
• Will assure the receipt of monthly returns on registered births and deaths from the Office of the Districts/Additional District Registrar.  
• Will submit monthly returns on registered births and deaths along with level of reporting for each district of state.  
• Will prepare draft letters for the Chief Register/Reporting Authority as and when required for strengthening the system of Civil Registration.  
• Will undertake regular inspection of the registration centers of the state for ensuring quality of data.  
• Will be responsible for analyzing data and drafting reports (as required by chief Registrars/DCO/ORGI).  
• Will update ORGI/DCO regarding their status in the format and with the periodicity as prescribed.  
• Will provide a list of deliverable to ORGI, emanating as a consequence of their assigned responsibilities.  
• Will monitor the deliverables of the district level resource posted at district/state HQs.  
• Will be responsible for assuring the submission of monthly returns on registered births and deaths by district level resource posted at district HQs for updating of national population register(NPR) located at Sub-district levels in that district in prescribed format.  
• Will carry out Various other official work assigned by the reporting authority including administrative and secretarial work and any other work incidental to the project.  
• Will supervise and monitor the birth and death registration on web portal Pehchan through e-mitra. |
| **District level (At least one resource shall be deployed to execute project activity at each district HQ and 2 resources at State HQ)** | District Level-1 each (District Office)& 2 at DES State Office | • Will coordinate block statistics offices & other line department such as panchayati raj, medical & health & urban local bodies  
• Will ensure that all registrar/sub registrar units will do registration work through web portal pehchan in the district.  
• Will technically guide & support to district & block statistics offices about pehchan web portal  
• Will prepare & release annual reports of vital events every year with the approval chief registrar  
• Will supervise the work of digitisation & scanning of old... |
records of birth & death registration in prescribed time.

- Will coordinate with register & Notifier declared by the State Govt. under the system of Civil Registration.
- Will make regular correspondence with the office of the Chief Register and the Directorate of Census Operations and other agencies in various matters relating to the CRS/MCCD activities.
- Will assure the receipt of monthly returns on registered births and deaths from all the registrars/Sub registrar.
- Will submit monthly returns on registered births and deaths along with level of reporting for each district to the office of the Chief Registrar of the State.
- Will prepare draft letters for District/Addl. District Registrar/Reporting Authority as and when required for strengthening the system of Civil Registration.
- Will undertake regular inspection of the Registration centers of the district for ensuring quality of data.
- Will be responsible for analyzing data and drafting reports (as required by District/Chief Register/DCO/ORG).
- Will update O/o CRBD/DCO regarding their work status in the format and with the periodicity prescribed.
- Will submit the reports required by the state level resource on registered births and deaths and for update of National Population Register (NPR) located at sub-district levels in that district, they will also sub the return in prescribed format.
- Will carry out various other official works assigned by the reporting authority including administration and secretarial work and any other work incidental to the project.
- Will supervise and monitor the birth and death registration on web portal Pehchan through e-mitra.

### Time Schedule & Deliverable:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Reference to Scope of Work &amp; Job Description as per Annexure</th>
<th>Deliverable</th>
<th>Timeline</th>
<th>Payment Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Reference to Scope of Work &amp; Job Description as per Annexure</td>
<td>Deployment of State level resources at DES, Jaipur</td>
<td>T+15 days</td>
<td>N/A</td>
</tr>
<tr>
<td>1.1</td>
<td>To undertake all activities as specified in section 3.1</td>
<td>Deployment of District level resources at District offices</td>
<td>T+30 days</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>To undertake all activities as specified in section 3.1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Project Deliverables of Activities

| 2.1    | To undertake all activities as specified in section 3.2 & Annexure- 12 | Monthly Performance Report/Work completion report in specified format provided by DES (Attendance Report/Work accomplished report as against Job Description / Additional work given by OIC/Nodal Officer of DES if any) | Within 7 days of each Month covering activities performed in Previous Month | Quarterly payment as per the monthly rate of deployed resources after deducting LD and penalty (if any) |

Note: T – Date of issuance of the Work Order between Department of Economics & Statistics, GoR and the successful Bidder.
4) **INSTRUCTION TO BIDDERS (ITB)**

1. **Download of Bidding/ Tender Documents**
   (i) The sale of bidding documents shall be commenced from the date of publication of NIB and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the SPPP 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.
   (ii) The bidding documents shall be made available to any prospective bidder who pays the price for it in cash or by bank demand draft, banker’s cheque.
   (iii) 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. **Pre-bid Meeting/ Clarifications (Annexure-9)**
   (i) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
   (ii) A pre-bid meeting is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such meeting shall be intimated to all bidders and where applicable, shall be published on the respective websites.
   (iii) The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under:
      (a) Last date of submitting clarifications requests by the bidder: as per NIB
      (b) Response to clarifications by procuring entity: as per NIB
   (iv) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites

3. **Changes in the Bidding Document**
   (i) 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.
   (ii) 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.
   (iii) 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.
   (iv) 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.
4. Period of Validity of Bids:
   (i) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document i.e. 90 day from the bid submission deadline. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
   (ii) 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.
   (iii) 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.

5. Format and Signing of Bids
   (i) Bidders must submit their bids online at e-Procurement portal i.e. [http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in).
   (ii) All the documents uploaded should be digitally signed with the DSC of authorized signatory and uploaded only in PDF format with clear readability and prescribed filename as mentioned in the table below.
   (iii) 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
   (a) The technical bid shall consist of the following documents:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bidding document Fee (Tender Fee), RISL Processing Fee(e-Procurement), and Bid Security</td>
<td>Instrument/Proof of submission</td>
</tr>
</tbody>
</table>

   Eligibility Documents

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>All the documents mentioned in the “Eligibility Criteria”, in support of the eligibility</td>
<td>As per the format mentioned against the respective eligibility criteria clause chapter 3 along with Annex.-1, 2.3,7 &amp; 10. (PDF)</td>
</tr>
<tr>
<td>2.</td>
<td>Resume of Proposed Resources (District level resources and State level resources)</td>
<td>As per format in Annexure 13</td>
</tr>
</tbody>
</table>

   (b) Financial bid shall include the following documents:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Financial Bid–Covering Letter</td>
<td>On bidder’s letter head duly signed by authorized signatory asper Annexure –4 (PDF)</td>
</tr>
<tr>
<td>2.</td>
<td>Financial Bid–Format</td>
<td>As per BoQ (.XLS) format available on eProcurement portal Annexure – 8</td>
</tr>
</tbody>
</table>

   (c) 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.
6. **Bid Security:** Bid security shall be 2% of the estimated value of subject matter of procurement put to bid.

(i) Bid security (BD) shall be solicited from all participating bidders 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 (GoR) and undertakings of the Central Government. However, a bid security declaration shall be taken from them. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 0.5% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 1% of the amount of supply order.

(ii) Bid security instrument.

(iii) Bid security shall be furnished in any one of the following forms:

1) Bank Draft or Banker’s Cheque of a scheduled bank;

(iv) 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.

(v) 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.

(vi) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.

(vii) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely:

1) when the bidder withdraws or modifies its bid after opening of bids;
2) when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
3) when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
4) when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
5) If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

(viii) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.

(ix) No interest shall be payable on the bid security.

(x) 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.

(xi) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:

1) the expiry of validity of bid security;
2) the execution of agreement for procurement and performance security is furnished by the successful bidder;
3) the cancellation of the procurement process; or
4) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

7. **Cost & Language of Bidding:**
   (i) 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.
   (ii) 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.

8. **Alternative/ Multiple Bids:** Alternative/ Multiple Bids shall not be considered at all.

9. **Deadline for the submission of Bids:**
   (i) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
   (ii) 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 as a result of discussions in pre-bid meeting/ conference or otherwise 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.

10. **Withdrawal, Substitution, and Modification of Bids:**
    (i) If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e- Procurement website under the section “Bidder's Manual Kit”.
    (ii) Bids withdrawn shall not be opened and processes further.
    (iii) No bid shall be withdrawn, substituted, or modified after the last time and date fixed for receipt of bids.

11. **Opening of Bids:**
    (i) 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.
    (ii) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
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.

All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to RISL).

The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the:

1) bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
2) bid is valid for the period, specified in the bidding document;
3) bid is unconditional and the bidder has agreed to give the required performance security; and
4) Other conditions, as specified in the bidding document are fulfilled.
5) Any other information which the committee may consider appropriate.

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.

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.

12. Selection Method:
The selection method is Combined Quality cum Cost based (CQCBS)

The overall score of each bidder shall be calculated as follows -

\[ B_n = 0.70 \times T_n + 0.30 \times F_n \]

Where

\[ B_n = \text{Overall score} \]
\[ T_n = \text{Technical score of the bidder/ Technical score of the bidder getting highest technical score } \times 100 \]
\[ F_n = \text{Least financial bid/ Financial bid of the nth bidder } \times 100 \]

In the event the overall scores are tied, the bid securing the higher technical score will be adjudicated as the best value Bid.

Example:- Please refer annexure-14

13. Clarification of Bids:

(i) 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. The committee’s request for clarification and the response of the bidder shall be through the e-Procurement portal.
(ii) 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.

(iii) 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.

(iv) 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.

14. Evaluation & Tabulation of Technical Bids:

(i) Determination of Responsiveness:

1) The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/eligibility criteria of the bidding document. Sample of the device submitted by the bidder quoted in the financial bid shall also be evaluated against the requirement of DES.

2) A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where:

   (a) “deviation” is a departure from the requirements specified in the bidding document;

   (b) “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

   (c) “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.

3) A material deviation, reservation, or omission is one that, if accepted, shall:

   (a) affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or

   (b) 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

   (c) if rectification, shall unfairly affect the competitive position of other bidders presenting responsive Bids.

4) 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.

5) 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.

(ii) Non-material Non-conformities in Bids:

1) 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.
2) The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.

3) The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (2) above.

(iii) **Technical Evaluation Criteria:** Technical Evaluation shall be done based on conformity of the documents submitted in the technical bid and as per the conditions mentioned in the bidding documents.

a. The Tendering Authority will examine the Technical bids to determine whether they are complete. Complete Tender / RFP document and its supporting have been properly signed, the required EMD, Tender Cost & e-tendering fee is enclosed, and the bids are in order and complete in all the respects

b. Any bid found to be non-responsive for any reason or not meeting the minimum eligibility criteria as specified in Chapter-3 of the RFP document will be rejected by the Tendering Authority and will not be included for further consideration i.e. Financial Bid Evaluation process

c. The Tender inviting authority may seek bonafide clarifications from the tenderer relating to the tender and supporting documents submitted by them during the evaluation of the tender. During the initial examination the following factors shall be considered:

- Whether the tenderer met the eligibility criteria laid down in the tender document & minimum eligibility criteria of Resources
- Whether the initial documents are duly signed
- Whether the tender is substantially responsive to the technical specifications said out in the RFP Document including the qualification of the manpower to be supplied

d. For all responsive bids, resumes submitted will be called for interview based on following plan to judge suitability despite fulfilling all mandatory as well as desirable criteria’s.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Level of Resource</th>
<th>Interview</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>State Level &amp; District level</td>
<td>All candidates will be telephonically interviewed</td>
</tr>
</tbody>
</table>

Technical evaluation criteria for marking & further evaluation of bids are mentioned below:

<table>
<thead>
<tr>
<th>1</th>
<th>Key Personnel</th>
<th></th>
<th>90</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.1</strong></td>
<td>State Level resource (2 CVs to be provided) – (10 marks for each Candidate)</td>
<td></td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>• Work Experience in surveys and statistical analysis</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>o &gt;= 5 Years’ experience</td>
<td>: 8 Marks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>o &gt;= 3 and &lt;5 Years’ experience</td>
<td>: 6 Marks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>o &gt;= 2 and &lt;3 Years’ experience</td>
<td>: 2 Mark</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Additionally if Experience of working in Government establishments out of total work experience</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>o &gt;=1 Year experience</td>
<td>: 2 Mark</td>
<td></td>
</tr>
<tr>
<td><strong>1.2</strong></td>
<td>District Level resource (35 CVs to be provided)- (2 marks for each Candidate)</td>
<td></td>
<td>70</td>
</tr>
</tbody>
</table>
• Work Experience in data collection, compilation and data entry etc.
  o >= 3 Years’ experience : 2 Marks
  o >= 2 and <3 Years’ experience : 1 Marks
  o >= 1 and <2 Years’ experience : 0.50 Mark

2  Technical Experience: Executing/Completed a project for supply of Resource/Manpower in Central/State Government Departments or Public Sector undertaking (PSUs) in last 2 years (with work order + work completion certificate) 2

2.1  
  o Project Value  50 lacs or more : 2 Marks
  o Project Value  50 lacs or less (but not less than 10 lacs) : 1 Marks

3  Technical Presentation in front of the Evaluation Committee 8

3.1  Bidders shall organize presentation covering the below mentioned parameters: 8
  • Recruitment processes and methodologies: : 4 Marks
  • Risk Management and Mitigation Plan: : 2 Marks
  • Quality Assurance plan for resource deployment: : 2 Marks

| Total Maximum Technical Score | 100 |

e. Post completion of the Technical evaluation process, the purchaser will declare the technically qualified Bidders along with technical marks and intimate the non-qualified bidders along with the reason for disqualification through e-Mail.

(iv) Tabulation of Technical Bids:
1) 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.
2) 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.

(v) 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.

(vi) 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.

15. 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:
(i) the financial Bids of the bidders who qualified in technical evaluation shall be opened online 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
(ii) The process of opening of the financial Bids shall be similar to that of technical Bids.
(iii) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded
(iv) conditional Bids are liable to be rejected
(v) 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
(vi) financial quote will be Rate including all taxes and duties except Service Tax
(vii) 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;
(viii) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
(ix) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

16. Correction of Arithmetic Errors in Financial Bids:
The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -
(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 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;
(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 clause (a) and (b) above.

17. Comparison of rates of firms outside and those in Rajasthan:
While tabulating the financial Bids of those firms which are not entitled to price preference, the element of Rajasthan Value Added Tax (RVAT) shall be excluded from the rates quoted by the firms of Rajasthan and the element of Central Sales Tax (CST) shall be included in the rates of firms from outside Rajasthan for financial bid evaluation purpose.

18. 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.

19. Negotiations:
(i) 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 after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
(ii) 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.
(iii) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
(iv) 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.

(v) 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.

(vi) 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.

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

20. Exclusion of Bids/ Disqualification:

(i) A procuring entity shall exclude/ disqualify a Bid, if: -
1) the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
2) the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
3) the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
4) the Bid materially departs from the requirements specified in the bidding document or it contains false information;
5) 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;
6) A bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.

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

(iii) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
1) communicated to the concerned bidder in writing;
2) Published on the State Public Procurement Portal, if applicable.

21. Lack of competition:

(i) 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 specifications, 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: -
1) the Bid is technically qualified;
2) the price quoted by the bidder is assessed to be reasonable;
3) the Bid is unconditional and complete in all respects;
4) there are no obvious indicators of cartelization amongst bidders; and
5) the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document

(ii) 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.

(iii) 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.

(iv) 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.

22. Right to vary quantity:
   (i) 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.
   (ii) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
       1) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
       2) 50% of the value of goods or services of the original contract.

23. Acceptance of the successful Bid and award of rate contract
   (i) 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.
   (ii) 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 or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
   (iii) Before award of the rate contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
   (iv) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
   (v) The procuring entity shall award the rate contract to the bidder(s) 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(s) 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.

(vi) 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.

(vii) 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 for rate contract” within fifteen days from the date on which the letter for rate contract is dispatched to the bidder, in the format provided by DES to the successful bidder on a non-judicial stamp of requisite value with an intimation to convert the “Bid Security” (EMD), submitted to DES, into “Security Deposit” (SD).

(viii) If the issuance of formal “Letter of rate contract” is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of rate contract is complete as soon as the letter of rate contract 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 “Agreement for rate contract” is executed, the “letter of rate contract” or LOI shall constitute a binding contract.

(ix) The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the “Agreement for rate contract” with the successful bidder is signed and its “Security Deposit” (SD) is obtained.

24. Information and publication of award: Information of award of rate contract shall be communicated to all participating bidders and published on the respective website(s) as specified in NIB.

25. 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.

26. Security Deposit (SD)
   (i) Refund of SD: The SD shall be refunded after three (03) months of the expiry of the rate contract period.
   (ii) Forfeiture of SD: The SD taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
      1) When any terms and condition of the rate contract is breached or cancelled
      2) When the bidder does not accept any work order(s) issued anytime during the period of rate contract
      3) When the bidder fails to commence the supply of the goods or service or execute work issued under this rate contract
      4) When the bidder does not deposit the requisite performance security within the period specified in the individual work order(s), issued under this rate contract
   (iii) Notice will be given to the bidder with reasonable time before Security Deposit (SD) deposited with DES is forfeited.
   (iv) No interest shall be payable on the deposited SD.

27. Execution of Agreement for Rate Contract
   (i) A procurement contract shall come into force from the date on which the letter of rate contract is despatched to the bidder.
(ii) The successful bidder shall sign the Agreement for Rate Contract (Annexure-5) within 15 days from the date on which the letter of rate contract or letter of intent is despatched to the successful bidder.

(iii) If the bidder, who has been selected for rate contract, fails to sign a written agreement for rate contract or fails to furnish the required security deposit 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 rate contract with the bidder and debar the bidder to participate in any future bid.

(iv) The bidder will be required to execute the agreement for rate contract on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

28. Individual Work Order(s) Issued to Bidders under Rate Contract: As per the project requirements, from time to time, the Purchaser shall issue individual work order(s) to the successful bidder(s) for delivery of various services, however the rate contract does not guarantee the bidder to receive any minimum / committed number of work order (/s) from DES. The individual work order(s) shall specify the quantity of various services to be delivered along with other relevant details.

29. Performance Security Deposit: After receiving the letter of intent (LoI), the bidder shall be responsible to deposit the requisite Performance Security Deposit (PSD) within the prescribed time period as specified in each LoI(s) prior to execution of agreement:

(i) Performance security deposit (PSD) shall be solicited from successful bidders 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 (GoR) 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.

(ii) The amount of performance security shall be 5% of the amount of work/supply order in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.

(iii) Performance security shall be furnished in any one of the following forms:

1) Bank Draft or Banker’s Cheque of a scheduled bank;

2) 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;

3) Bank guarantee/s of a scheduled bank (Annexure-11B), in case the amount of PSD is more than 10 lakhs. 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;

4) 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.

(iv) Performance security furnished in the form specified in sub clause [d.] of I 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 defect liability period as specified in each individual work order(s).

(v) Forfeiture of Performance Security Deposit (PSD): PSD amount in full or part may be forfeited, including interest, if any, in the following cases:-
1) When any terms and condition of the contract is breached.
2) When the bidder fails to make complete supply satisfactorily.
3) If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

(vi) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.

(vii) No interest shall be payable on the PSD.

30. Confidentiality
(i) 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:
1) impede enforcement of any law;
2) affect the security or strategic interests of India;
3) affect the intellectual property rights or legitimate commercial interests of bidders;
4) 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.

(ii) 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.

(iii) 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.

(iv) 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.

31. Cancellation of procurement process
(i) 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.

(ii) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it –
1) at any time prior to the acceptance of the successful Bid; or
2) After the successful Bid is accepted in accordance with (d) and I below.

(iii) 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.

(iv) 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.

(v) If the bidder who’s 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.

(vi) If a bidder is convicted of any offence under the Act, the procuring entity may:
1) 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;
2) 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.

32. Code of Integrity for Bidders

(i) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government (GoR).

(ii) The code of integrity include provisions for:
1) Prohibiting
   (a) 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;
   (b) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
   (c) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
   (d) 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;
   (e) any financial or business transactions between the bidder and any officer or employee of the procuring entity;
   (f) 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;
   (g) any obstruction of any investigation or audit of a procurement process;
2) disclosure of conflict of interest;
3) 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.

(iii) 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:
1) exclusion of the bidder from the procurement process;
2) calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
3) forfeiture or encashment of any other security or bond relating to the procurement;
4) recovery of payments made by the procuring entity along with interest thereon at bank rate;
5) cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
6) Debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

33. **Conflict of Interest:** 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:-

(i) they have controlling partners in common;
(ii) they receive or have received any direct or indirect subsidy from any of them;
(iii) they have the same legal representative for purposes of the bid;
(iv) they 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;
(v) A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or
(vi) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Eligibility Criteria documents, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

34. **Interference with Procurement Process:** A bidder, who:

(i) withdraws from the procurement process after opening of financial bids;
(ii) withdraws from the procurement process after being declared the successful bidder;
(iii) fails to enter into procurement contract after being declared the successful bidder;
(iv) fails to provide/deposit 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 with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

35. **Appeals:**

(i) 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:

1) 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:
2) 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.

(ii) The officer to whom an appeal (Annexure-6) is filed under (i) 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.

(iii) If the officer designated under (i) above fails to dispose of the appeal filed under that sub-section within the period specified in (ii) 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 (ii) above or of the date of receipt of the order passed under (ii) above, as the case may be.

(iv) The officer or authority to which an appeal may be filed under (a) or (d) above shall be: First Appellate Authority: Joint Secretary, Planning Department, GoR
Second Appellate Authority: Secretary, Planning Department, GoR

(v) Form of Appeal:
1) Every appeal under (i) and (iii) above shall be as per Annexure 6 along with as many copies as there are respondents in the appeal.
2) 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.
3) 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.

(vi) Fee for Appeal: Fee for filing appeal:
1) 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.
2) 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.

(vii) Procedure for disposal of appeal:
1) 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.
2) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall, (a) hear all the parties to appeal present before him; and (b) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
3) 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.
4) The order passed under I shall also be placed on the State Public Procurement Portal.

(viii) 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.
36. 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.

37. 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.

38. Offenses by Firms/ Companies:
   (i) 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.
   (ii) 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.
   (iii) For the purpose of this section-
      1) “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
      2) “Director” in relation to a limited liability partnership or firm, means a partner in the firm.
   (iv) 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.

39. Debarment from Bidding:
   (i) A bidder shall be debarred by the State Government if he has been convicted of an offence
      1) under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
      2) 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.
   (ii) 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.
(iii) 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.

(iv) 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.

(v) 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.

40. Monitoring of Contract:

(i) 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 delivery period.

(ii) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods 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.

(iii) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.

(iv) Any change in the constitution of the firm, etc. Shall be notified forthwith 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.

(v) 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.
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:

- “Contract” means the Agreement entered into between the Procuring Authority and the successful/selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- “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 therefrom, as may be made pursuant to the Contract.
- “Day” means a calendar day.
- “Delivery” means the transfer of the Services from the successful/selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- “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.
- “Purchaser”/“Procuring Authority” means the entity procuring the services, as specified in the bidding document.
- “Related Services” means the services incidental to the training, and other similar obligations of the successful/selected bidder under the Contract.
- “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.
- “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 of the services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions, 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**

- If the context so requires it, singular means plural and vice versa.
- Entire Agreement: The Contract constitutes the entire agreement between the Procuring Authority and the 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) **Waiver:** 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 Procuring Authority, 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 (either English or Hindi) 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**

   Joint Venture, Consortium or Association is not allowed

5) **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.

6) **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.

7) **Scope of Services**

   a) Subject to the provisions in the bidding document and contract, the services to be provided shall be as specified in the bidding document.

   b) Unless otherwise stipulated in the Contract, the scope of services shall include all such details/related activities not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery of the services as if such details/related activities were expressly mentioned in the Contract.
8) **Delivery of services**  
a) Subject to the conditions of the contract, the delivery of the services and completion shall be in accordance with the schedule approved and provided to the selected bidder by DES.  
b) The contract for the services can be repudiated at any time by the Officer in charge, if the service delivery is not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.

9) **Selected Bidder’s Responsibilities**  
The Selected Bidder shall deliver services included in the scope of work in accordance with the provisions of bidding document and/ or contract.

10) **Purchaser’s Responsibilities**  
The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

11) **Contract Price**  
a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.  
b) Prices charged by the Selected Bidder for the Services performed under the Contract shall not vary from the prices quoted by the Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

12) **Recoveries from Selected Bidder**  
a) Recovery of liquidated damages or penalties shall be made ordinarily from bills.  
b) The Procurement Officer shall withhold amount to the extent of shortcomings of the delivery of services unless these are completed as per the satisfaction of the Procurement Officer. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with DES.  
c) The balance, if any, shall be demanded from the Selected Bidder and when recovery is not possible, the Procuremen Officer shall take recourse to law in force.

13) **Taxes & Duties**  
a) The Rajasthan Value Added Tax and Service Tax, if applicable, should not be included in the bid price and shall be paid/deducted at source by DES separately on prevailing rates. All other taxes, duties, license fee and levies shall be included in the bid price.  
b) TDS, if applicable for any tax, shall be done as per law in force at the time of execution of the contract.  
c) 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) **Copyright**  
The copyright in all materials containing data and information furnished to the Purchaser by the Selected Bidder herein shall remain vested in the DES, or, if they are furnished to the Purchaser directly or through the Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
15) Confidential Information
   a) The Purchaser and the Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any 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 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 Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Selected Bidder.
   c) The Purchaser shall not use such documents, data, and other information received from the Selected Bidder for any purposes unrelated to the Contract. Similarly, the Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the 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 Selected Bidder need to share with DES or 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
   a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority.
   b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.
   c) Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract.

17) Validity of Rate Contract
    The rate contract shall be valid for a period of One Year from the date signing of Agreement between the selected bidder and DES. The contract may further be extended for a period of one more year on same terms and conditions of the Rate Contract, agreed mutually by both parties.

18) Specifications and Standards
    The services provided 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.
19) **Liquidated Damages (LD)**

In case of delay in commencement of services (Deployment within the prescribed time limit i.e. 30 days from the Date of issuance of work order) of all the resources as mentioned in the RFP document, liquidated damages (LD) shall be imposed on the basis of following percentages, calculated on the basis of Remuneration rate/Man-Month rate of specific resource category:

<table>
<thead>
<tr>
<th>No</th>
<th>Condition</th>
<th>LD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Delay of less than or equal to 5 Calendar Days</td>
<td>2.5 %</td>
</tr>
<tr>
<td>b.</td>
<td>Delay exceeding 5 Calendar Days but less than equal to 10 Calendar Days</td>
<td>5.0 %</td>
</tr>
<tr>
<td>c.</td>
<td>Delay exceeding 10 Calendar Days but less than equal to 15 Calendar Days</td>
<td>7.5 %</td>
</tr>
<tr>
<td>d.</td>
<td>Delay exceeding 15 Calendar Days but less than equal to 20 Calendar Days</td>
<td>10.0 %</td>
</tr>
</tbody>
</table>

1. LD would be imposed, if the Bidder does not deploy a resource within stipulated time period
2. Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a day
3. If the Successful Bidder 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
4. Delivery period may be extended with or without liquidated damages if the delay is on account of hindrances beyond the control of the bidder.
5. Also Liquidated Damages would be deducted from the first quarterly payment.

20) **Limitation of Liability**

Except in cases of gross negligence or wilful misconduct:

a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the selected bidder to pay liquidated damages to the Purchaser; and

b) The aggregate liability of the selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract.

21) **Force Majeure**

a) The selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it’s 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 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 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 selected bidder shall promptly notify the DES in writing of such conditions and cause thereof within 15 days of occurrence of such
event. Unless otherwise directed by DES, the 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 DES, the DES may take the case with the selected bidder on similar lines.

22) **Change Orders and Contract Amendments**

a) The Purchaser may at any time order the selected bidder through Notice, to make changes within the general scope of the Contract and in the related services to be provided by the selected bidder.

b) If any such change causes an increase or decrease in the cost of, or the time required for, the selected bidder’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the delivery and completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the selected bidder’s receipt of the Purchaser’s change order.

c) Prices to be charged by the 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 selected bidder for similar services.

23) **Termination**

a) **Termination for Default**

i. The tender sanctioning authority may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part:

a) If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by DES; or

b) If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or

b) If the 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 selected bidder commits breach of any condition of the contract.

ii. If DES 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**

DES may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the 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 DES.

c) Termination for Convenience
   a) DES, by a written notice of at least 30 days sent to the 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 selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
   
b) Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

24) Settlement of Disputes
   a) General: In the case of a dispute or difference arising between the Tendering authority and the successful bidder relating to any matter arising out of or connected with this Contract, such dispute or difference shall be decided as per the provisions of The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re-enactment’s thereof, shall apply to the arbitration proceedings.
   
b) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court.
6) SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1) Payment Terms and Schedule
   a) Payment schedule – Payments to the bidder, after successful completion of the target milestones (including specified project deliverables), payment shall be made to the selected agency on quarterly basis. Payment terms are mentioned in section 2 of Chapter-3

   b) The selected bidder’s request for payment shall be made to the purchaser in writing, accompanied documents mentioned in point d below, describing, as appropriate, the 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.

   c) Documents Required, whichever applicable for desired deliverables, to be submitted to DES for Payment (in Triplicate):
      i. Deliverables approved by designated in-charge officer
      ii. Bills/Invoices
      iii. SLA attainment reports

   d) Due payments shall be made promptly by the purchaser, after submission of an invoice or request for payment by the selected bidder.

   e) The currency or currencies in which payments shall be made to the selected bidder under this Contract shall be Indian Rupees (INR) only.

   f) All remittance charges will be borne by the 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) Any penalties and/or liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective deliverables.

   i) Taxes, as applicable, will be deducted/paid as per the prevalent rules and regulations.

2) Service Level Standards/ Requirements/ Agreement
   a) Penalty for replacement / Exit of a resource
      - Replacement of resources shall generally not be allowed. The replacement of resource by bidder will be allowed (with penalty) only in case, the resource leaves the organization by submitting resignation.

      - In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the resource without any penalty for replacement/exit.

      - The replaced resource will be accepted by the purchaser (DES) only if he fulfills the minimum eligibility criteria as per RFP and is found suitable to the satisfaction of the purchaser. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the purchaser (DES). The selected agency shall be allowed 15 days to replace the resource.
• The penalty per resource would be imposed in case of exit/replacement of resource (without permission of the procurement entity) from the project within below mentioned period starting from the date of deployment of respective resource:

1. Within 6 Month:
   - Rs. 5,000 (Rupees five Thousand Only) for State level resource
   - Rs. 2,500 (Rupees Two Thousand Five Hundred Only) for District level resource

2. After 6 Months and upto 1 Year:
   - Rs. 3,000 (Rupees Three Thousand Only) for State level resource
   - Rs. 1,500 (Rupees One Thousand Five Hundred Only) for District level resource

• Purchaser is free to relieve any resource at any time during contract period without any penalty by serving 15 days advance notice to supplier/selected bidder.

b) Penalty for Absenteeism (After allowed leaves)

• In the case of short supply of resources / absence (apart from Government Holidays) of a resource during project period, no payment will be made for the days a resource is absent & a penalty as below shall be imposed:-
  - State Level Resource: - Rs. 500/Day
  - District Level Resource: - Rs. 250/Day

c) Penalty for non-submission of deliverables

• A penalty of Rs 2000/- per day will be imposed in case firm fails to submit deliverables as defined in chapter 4 of this RFP.

d) An upper cap of 15% of total project purchase order can be levied as penalty in complete project duration.

e) Leave Policy: Every resource shall be eligible for 18 leaves per year (proportionately divided for period of engagement in case not engaged for whole year). Leave (1.5 day) shall accrue to each resource leave balance after completion of each month. Resource can avail leaves as per his/her leave balance. However, leave is not a right and, as per requirement of the project, project OIC may deny leave(s) to a particular resource(s).

i. Special Conditions of the Bid

a) Price Validity- The quoted rate will remain unchanged during the entire contract period. However the Contract may be extended further for another One (01) Year on the basis of same terms and conditions on mutually agreed basis.

ii. Change Requests/ Management

a) An institutional mechanism will be set up for taking decisions regarding requests for changes. The Purchase Committee will set up a Change Control Committee with members from the procurement agency and the selected bidder. If it is unable to reach an agreement, the decision of the Purchase Committee will be final.

b) DES may at any time, by a written order given to the bidder, make changes within the general scope of the Agreement in any one or more of the following: -
✓ Requirements of service to be provided under the Agreement are to be specifically developed and rendered for DES
✓ The method of deployment
✓ The place of services to be provided by the bidder.

c) The change request/management procedure will follow the following steps:
   ✓ Identification and documentation of the need for the change - The information related to initiator, initiation date and details of change required and priority of the change will be documented by DES
   ✓ Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated effort, changed schedule & cost impact will be analysed and documented by the bidder.
   ✓ Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule by the selected bidder.
   ✓ Verification of the change - The change will be verified by DES on implementation of the change request.

d) All changes outside the scope of services agreed to herein which may have likely financial implications in terms of the overall cost/time of the project shall be undertaken by selected bidder only after securing the express consent of DES. In the event that the consent of DES is not received then the change will not be carried out.

e) While approving any change request, if required, DES may ask the bidder to deploy the required resources on-site.

f) If any such change outside the scope of services agreed to herein causes an increase or decrease in cost of, or the time required for, selected bidder’s performance of any provisions under the Agreement, equitable adjustments shall be made in the Agreement Price or Delivery Schedule, or both, and the Agreement shall accordingly be amended. Any claims by firm for adjustment under this must be asserted within 30 (thirty) days from the date of selected bidder receiving the DES change order which shall not be unreasonably withheld or delayed.
To,
{Procuring entity},
______________________________.
______________________________.

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-2: SELF-DECLARATION
{to be filled by the bidder}

To,
{Procuring entity},
___________________________________________.

In response to the NIB Ref. No. _____________________________ dated ___________ for
{Project Title}, 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 interests 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-3: CERTIFICATE OF CONFORMITY / NO DEVIATION DECLARATION
BY BIDDER

[To signed by selected bidder]

To,

{Procuring Entity},

______________________________.

CERTIFICATE

This is to certify that 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 Legal services and consultancy project, to meet the desired Standards set out in the bidding Document.

I/We declare that I am/we possess necessary registrations under all acts / rules / laws of the Union of India and the State of Rajasthan necessary to provide the services through this bid for which 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.

Thanking you,

Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -
Date: ______________
Place: ______________
ANNEXURE-4: FINANCIAL BID COVER LETTER & FORMAT COVERLETTER {to be submitted by the bidder on his Letter head}

To,

{Procuring Entity},

______________________________

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, specifications, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications of services 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 as mentioned in the financial bid.

I / We undertake, if our bid is accepted, to deliver the services in accordance with the schedule specified in the RFP document.

I/ We hereby declare that in case the contract is 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 _____ 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 is 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:
This Contract is made and entered into on this ______day of ________, 2016 by and between
Directorate of Economics and Statistics, Government of Rajasthan, having its head office at -
(Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) / DES)which term or
expression, unless excluded by or repugnant to the subject or context, shall include his successors
in office and assignees on ONE PART

And

M/s__________________, a company registered 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 / Indian Companies Act, 1956 / Indian Partnership Act, 1932 with its
registered office at ___________________ (herein after referred as the “Successful Bidder/
Supplier”) which term or expression, unless excluded by or repugnant to the subject or context,
shall include his successors in office and assignees on the OTHER PART.

Whereas,
Purchaser is desirous of appointing an agency for <project title>as per the Scope of Work and
Terms and Conditions as set forth in the RFP document dated _________ of <NIB No
_____________>.

And whereas
M/s___________________represents that it has the necessary experience for carrying out the overall
work as referred to herein and has submitted a bid and subsequent clarifications for providing the
required services against said NIBand RFP document issued in this regard, in accordance with the
terms and conditions set forth herein and any other reasonable requirements of the Purchaser from
time to time.

And whereas
Purchaser has accepted the bid of successful bidder and has placed the Work Order vide Letter No.
____________________dated__________, on which successful bidder has given their acceptance vide
their Letter No.______________dated______________.

And whereas
The successful bidder has deposited a sum of Rs. ______________/- (Rupees
_________________) in the form of __________________ ref no. ________________ dated
______________ of ____________ Bank and valid up to _____________ as security deposit for
the due performance of the contract.

Now it is hereby agreed to by and between both the parties as under: -

1. The NIB Ref. No. ________________________ dated ____________ and RFP
document dated __________ issued by DES along with its enclosures/ annexures, wherever
applicable, are deemed to be taken as part of this contract and are binding on both the
parties executing this contract.

2. In consideration of the payment to be made by DES to service provider at the rates set forth
in the work order no. ________________ dated __________ will duly deliver services
set forth in the Scope of Work of RFP, along with its enclosures/ annexures and Technical
Bid along with subsequent clarifications submitted by successful bidder.

3. The DES do hereby agree that if successful bidder shall duly provide services in the manner
aforesaid observe and keep the said terms and conditions of the RFP and Contract, the DES
will pay or cause to be paid to successful bidder, at the time and the manner set forth in the
said conditions of the RFP, the amount payable for each and every project milestone &
deliverable. The mode of Payment will be as specified in the RFP document.
4. The timelines for the prescribed Scope of Work, requirement of services and deployment of resources shall be effected from the date of work order i.e. ____________ and completed by successful bidder within the period as specified in the RFP document.

5. In case of extension in the delivery period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of service which the selected bidder has failed to provide:

<table>
<thead>
<tr>
<th>No.</th>
<th>Condition</th>
<th>LD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Delay up to one fourth period of the prescribed period of delivery of services</td>
<td>2.5%</td>
</tr>
<tr>
<td>b.</td>
<td>Delay exceeding one fourth but not exceeding half of the prescribed period of delivery of services</td>
<td>5.0%</td>
</tr>
<tr>
<td>c.</td>
<td>Delay exceeding half but not exceeding three fourth of the prescribed period of delivery of services</td>
<td>7.5%</td>
</tr>
<tr>
<td>d.</td>
<td>Delay exceeding three fourth of the prescribed period of delivery of services</td>
<td>10.0%</td>
</tr>
</tbody>
</table>

a) Fraction of a day in reckoning period of delay in delivery and completion of work shall be eliminated, if it is less than half a day.

b) The maximum amount of liquidated damages shall be 10% of the contract value.

c) If Successful bidder requires an extension of time in completion of contractual delivery of services on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of delivery of services.

6. Service Level Standards/ Requirements/ Agreement

a) Penalty for replacement / Exit of a resource

- Replacement of resources shall generally not be allowed. The replacement of resource by bidder will be allowed (with penalty) only in case, the resource leaves the organization by submitting resignation.

- In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the resource without any penalty for replacement/exit.

- The replaced resource will be accepted by the purchaser (DES) only if he fulfills the minimum eligibility criteria as per RFP and is found suitable to the satisfaction of the purchaser. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the purchaser (DES). The selected agency shall be allowed 15 days to replace the resource.

- The penalty per resource would be imposed in case of exit/replacement of resource (without permission of the procurement entity) from the project within below mentioned period starting from the date of deployment of respective resource:

1. Within 6 Month:
   - Rs. 5,000 (Rupees five Thousand Only) for State level resource
   - Rs. 2,500 (Rupees Two Thousand Five Hundred Only) for District level resource

2. After 6 Months and upto 1 Year:
   - Rs. 3,000 (Rupees Three Thousand Only) for State level resource
o Rs. 1,500 (Rupees One Thousand Five Hundred Only) for District level resource

- Purchaser is free to relieve any resource at any time during contract period without any penalty by serving 15 days advance notice to supplier/selected bidder.

b) Penalty for Absenteeism (After allowed leaves)

- In the case of short supply of resources / absence (apart from Government Holidays) of a resource during project period, no payment will be made for the days a resource is absent & a penalty as below shall be imposed:-
  - State Level Resource: - Rs. 500/Day
  - District Level Resource: - Rs. 250/Day

c) Penalty for non-submission of deliverables

- A penalty of Rs 2000/- per day will be imposed in case firm fails to submit deliverables as defined in chapter 4 of this RFP.

d) An upper cap of 15% of total project purchase order can be levied as penalty in complete project duration.

7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this _____day of _______________, 2016.

<table>
<thead>
<tr>
<th>Signed By:</th>
<th>Signed By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>( ) Designation:</td>
<td>Om Prakash Bairwa</td>
</tr>
<tr>
<td>Company:</td>
<td><em>Director, Economics &amp; Statistics</em></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>In the presence of:</th>
<th>In the presence of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>( ) Designation:</td>
<td>( ) Designation:</td>
</tr>
<tr>
<td>Company:</td>
<td>Govt. of Rajasthan</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>( ) Designation:</th>
<th>( ) Designation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company:</td>
<td>Govt. of Rajasthan</td>
</tr>
</tbody>
</table>
ANNEXURE-6: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal No ..........of ............
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-7: FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR PRE-QUALIFICATION EXPERIENCE

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Value of Contract/Work Order (In INR):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Country:</td>
<td>Project Duration:</td>
</tr>
<tr>
<td>Location within country:</td>
<td></td>
</tr>
<tr>
<td>Name of Customer:</td>
<td>Total No. of staff-months of the assignment:</td>
</tr>
<tr>
<td>Contact person with address, phone, fax and e-mail:</td>
<td>Approx. value of the services provided by your company under the contract (in INR):</td>
</tr>
<tr>
<td>Start date (month/year):</td>
<td></td>
</tr>
<tr>
<td>Completion date (month/year):</td>
<td></td>
</tr>
<tr>
<td>Name of associated Bidders, if any:</td>
<td></td>
</tr>
<tr>
<td>Narrative description of Project:</td>
<td></td>
</tr>
<tr>
<td>List of Services provided by your firm/company</td>
<td></td>
</tr>
</tbody>
</table>

Please attach a copy of the work order/ completion certificate/ purchase order/ letter from the customer for each project reference
ANNEXURE-8: FORMAT FOR SUBMISSION OF FINANCIAL BID
(To be filled by bidder at e-proc Portal as per BoQ format)

<table>
<thead>
<tr>
<th>S. No</th>
<th>Items</th>
<th>Unit</th>
<th>Qty</th>
<th>Monthly Rate of Resource in INR including all taxes and levies excluding Service Tax</th>
<th>Total Price in INR, including all taxes and levies excluding Service Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>State Level Resource</td>
<td>Nos</td>
<td>2</td>
<td>(1)</td>
<td>(3=1x2)</td>
</tr>
<tr>
<td>2.00</td>
<td>District Level Resource</td>
<td>Nos</td>
<td>35</td>
<td>(1)</td>
<td>(3=1x2)</td>
</tr>
</tbody>
</table>

**Grand Total**

* Bidder shall quote monthly rate of per resource.
** Service Tax shall be paid as per prevailing rates.
**ANNEXURE-9: PRE-BID QUERIES FORMAT**  (to be filled by the bidder)

Name of the Company/Firm: ________________________________

Bidding Document Fee Receipt No. ________ Dated___________ for Rs. _____________/-

Name of Person(s) Representing the Company/ Firm:

<table>
<thead>
<tr>
<th>Name of Person</th>
<th>Designation</th>
<th>Email-ID(s)</th>
<th>Tel. Nos. &amp; Fax Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Company/Firm Contacts:

<table>
<thead>
<tr>
<th>Contact Person(s)</th>
<th>Address for Correspondence</th>
<th>Email-ID(s)</th>
<th>Tel. Nos. &amp; Fax Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Query / Clarification Sought:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>RFP Page No.</th>
<th>RFP Rule No.</th>
<th>Rule Details</th>
<th>Query/ Clarification</th>
<th>Suggestion/</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

*Note:* - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .ODF). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity. Also, kindly attach the coloured scanned copy of the receipt towards the submission of the bidding/ tender document fee.
ANNEXURE-10: TENDER FORM DETAILS

1) Addressed to:

<table>
<thead>
<tr>
<th>Name of the Tendering Authority</th>
<th>Director &amp; Joint Secretary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Directorate of Economics and Statistics, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Raj.)-302005</td>
</tr>
</tbody>
</table>

2) Firm Details:

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Name of Contact Person with Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registered Office Address</td>
<td></td>
</tr>
<tr>
<td>Address of the Firm</td>
<td></td>
</tr>
<tr>
<td>Year of Establishment</td>
<td></td>
</tr>
<tr>
<td>Type of Firm</td>
<td>Put Tick(✓) mark</td>
</tr>
<tr>
<td>Public Limited</td>
<td>Private Limited</td>
</tr>
<tr>
<td>Telephone Number(s)</td>
<td></td>
</tr>
<tr>
<td>Email Address/ Web Site</td>
<td>Email:</td>
</tr>
<tr>
<td>Fax No.</td>
<td></td>
</tr>
<tr>
<td>Mobile Number</td>
<td></td>
</tr>
<tr>
<td>Certification/Accreditation/Affiliation, if Any</td>
<td></td>
</tr>
</tbody>
</table>

3) The requisite tender fee amounting to Rs. ________/-(Rupees <in words>) has been deposited vide receipt no. _______ dated _________.

4) The requisite EMD amounting to Rs. ________/-(Rupees < in words >) has been deposited vide Banker’s Cheque/ DD as per the table given below:

<table>
<thead>
<tr>
<th>S. No</th>
<th>EMD in INR</th>
<th>Cheque/DD No &amp; Bank Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5) We agree to abide by all the terms and conditions mentioned in this form issued by the Tendering 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: ___________________________
To,
The Director and Joint Secretary,
Directorate of Economics and Statistics,
Yojana Bhawan, C-Block,
Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

1. In consideration of the Director and Joint Secretary, Directorate of Economics and Statistics (hereinafter called "DES") having agreed to exempt M/s ......................................(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No..................................dated .....................made between the DES through ...................(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...................(rupees......................................only), we ...................(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of ..................Contractor(s) do hereby undertake to pay to the DES 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 DES. Any such demand made on the bank by the DES 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 DES and We....................... (Indicate the name of Bank), bound ourselves with all directions given by DES regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs......................(Rupees....................only) on demand.

3. We.......................(indicate the name of Bank), undertake to pay to the DES 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 DES under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the DES 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 DES that the DES 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 DESL 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 DES or any
indulgence by the DES 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 DES in writing.

8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the DES. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs................................ (Rupees..............................only).

9. It shall not be necessary for the DES 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 DES 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 DES
For and on behalf of the DES

Signature

(Name & Designation)
### ANNEXURE 12 QUALIFICATION AND EXPERIENCE OF THE RESOURCES REQUIRED FOR TASK

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Level of Resource</th>
<th>Qualifications</th>
<th>Desirable</th>
</tr>
</thead>
</table>
| 1.     | State level resource | • Graduate will Statistics/Bio statistics/Health Statistics/Economics/Mathematics/Commerce Computer Science/IT/Social Science/Sociology or Graduate in any branch of Engineering.  
• Should have good command over Hindi/English & local Language of the State.  
• Candidates should be well conversant with basic computer knowledge in MS-OFFICE/Open Office statistical tools etc. | • 2 years of experience in surveys and statistical analysis. |
| 2.     | District level Resource | • Graduate Degree from any recognized University.  
• Non-computer degree candidates must have Diploma/Certificate in computer/IT for minimum duration of 1 year from any recognized Institute/Organization.  
• Must be well conversant with typing on computer.  
• Should have good command over Hindi/English & local Language of the State. | • 1 year experience in relative field like data collection, compilation and data entry etc. |

### Emolument and TA/DA to resource person

1. **Name of the post: State Level Resource**

### Roles and Responsibilities:

- Will coordinate with District/Additional District Register and Directorate of Census Operations and other agencies in various matters relating to the CRS/MCCD activities.
- Will assure the receipt of monthly returns on registered births and deaths from the Office of the Districts/Additional District Registrar.
- Will submit monthly returns on registered births and deaths along with level of reporting for each district of state.
- Will prepare draft letters for the Chief Register/Reporting Authority as and when required for strengthening the system of Civil Registration.
- Will undertake regular inspection of the registration centres of the state for ensuring quality of data.
- Will be responsible for analysing data and drafting reports (as required by chief Registrars/DCO/ORGI).
- Will update ORGI/DCO regarding their status in the format and with the periodicity a prescribed.
- Will provide a list of deliverable to ORGI, emanating as a consequence of their assigned responsibilities.
- Will monitor the deliverables of the District Level Resource posted at district/state HQs.
- Will be responsible for assuring the submission of monthly returns on registered births and deaths by data processing Assistants posted at district HQs for updating of national population register (NPR) located at Sub-district levels in that district in prescribed format.
• Will carry out various other official works assigned by the reporting authority including administrative and secretarial work and any other work incidental to the project.

Remuneration:
• State Level Resource will be paid a consolidated remuneration not more than Rs.20,000/- per month.
• While on tour TA/DA will be paid as follows:
  o T.A: Sleeper class fare by ordinary/express train or bus fare for ordinary or express bus or actual fare whichever is less.
  o D.A:  
    ▪ Ordinary Rs. 150/-
    ▪ Hotel Stay Rs. 350/-

2. Name of the Post: District Level Resource

Roles and Responsibilities:
• Will coordinate with register and notified declared by the State Govt. under the system of Civil Registration.
• Will make regular correspondence with the office of the Chief Register and the Directorate of Census Operations and other agencies in various matters relating to the CRS/MCCD activities.
• Will assure the receipt of monthly returns on registered births and deaths from the entire registrars/Sub registrar.
• Will submit monthly returns on registered births and deaths along with level of reporting for each district to the office of the Chief Registrar of the State.
• Will prepare draft letters for District/Addl. District Registrar/Reporting Authority as and when required for strengthening the system of Civil Registration.
• Will undertake regular inspection of the Registration centres of the district for ensuring quality of data.
• Will be responsible for analysing data and drafting reports (as required by District/Chief Register/DCO/ORGI).
• Will update O/o CRBD/DCO regarding their work status in the format and with the periodicity prescribed.
• Will submit the reports required by the state level resource on registered births and deaths and for update of National Population Register (NPR) located at sub-district levels in that district, they will also sub the return in prescribed format.
• Will carry out various other official works assigned by the reporting authority including administrative and secretarial work and any other work incidental to the project.

Remuneration:
• District Level Resource will be paid a consolidated remuneration not more than Rs. 15000/- per month.
• While on tour TA/DA will be paid as follows:
  o T.A. Sleeper class fare by ordinary/express train or bus far ordinary or express bus or actual far whichever is less.
  o DA:  
    ▪ Ordinary Rs. 150/-
    ▪ Hotel Stay Rs. 350/-
ANNEXURE 13 CURRICULUM VITAE FOR PROPOSED JOBS

Proposed Job [One resource shall be nominated for each position]:
(Please write whether applied for Project Management /Software Development /Software Architecture/Project Information Assistance)

Name of Firm [Insert name of firm proposing the staff]: ______________

Name of Staff [Insert full name]: ______________

Contact No.: Mobile No. ___________________       Landline No. __________________

Date of Birth: ___________________ Nationality: ________

Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]: ___________________

Membership of Professional Associations: ____________

Computer Proficiency certification & Other Training [Indicate significant training since degree]: __________

Languages [For Hindi and English language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: __________

Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment (Exact dates), name of employing organization, positions held.]: ______________

From [Year]: To [Year]: ________ to _______ (Exact Dates)

Employer: ______

Positions held: ______________

<table>
<thead>
<tr>
<th>Detailed Tasks Assigned [List all tasks to be performed under this assignment]</th>
<th>Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of assignment or project:</td>
<td>Year:</td>
</tr>
<tr>
<td>Location:</td>
<td>Client:</td>
</tr>
<tr>
<td>Main project features:</td>
<td>Positions held:</td>
</tr>
<tr>
<td>Activities performed:</td>
<td></td>
</tr>
</tbody>
</table>

Certification:
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.
ANNEXURE-14- EXAMPLE OF SELECTION METHOD- Combined Quality cum Cost based (CQCBS)

The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightages for quality and cost shall be 70% and 30% respectively.

On the basis of the combined weighted score for quality and cost, the bid proposal shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 (In case combined score is tied than the bid proposal securing higher technical score will be adjudicated as best value bid) will be invited for negotiations, if required and shall be recommended for award of contract.

As an example, the procedure for evaluation of bid proposals is explained below. In this particular case of selection of agency, it is decided to have weightage of the technical bids and financial bids as 70: 30. In response to the RFP, 3 bid proposals, A, B & C has been received. The technical evaluation committee awarded them 75, 80 and 90 marks respectively based on the evaluation criteria. All the 3 proposals were found PQ/technically suitable (marks of technical evaluation were declared prior to financial opening). The technical bids were ranked as below:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Bid Proposal No.</th>
<th>Technical Bid Evaluation</th>
<th>Score of Technical Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>A</td>
<td>(75/90)*100</td>
<td>83.30</td>
</tr>
<tr>
<td>2.</td>
<td>B</td>
<td>(80/90)*100</td>
<td>88.89</td>
</tr>
<tr>
<td>3.</td>
<td>C</td>
<td>(90/90)*100</td>
<td>100</td>
</tr>
</tbody>
</table>

Financial proposals of all the technical qualified bidders were opened after notifying the date and time of bid opening to the successful participants.

The bid evaluation committee examined the financial proposals and the quoted prices were as under:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Bid Proposal No.</th>
<th>Financial Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>A</td>
<td>Rs. 120</td>
</tr>
<tr>
<td>2.</td>
<td>B</td>
<td>Rs. 100</td>
</tr>
<tr>
<td>3.</td>
<td>C</td>
<td>Rs. 110</td>
</tr>
</tbody>
</table>

Using the formula LFB / FB, where LFB stands for lowest financial bid price and FB stands for financial bid, the bid evaluation committee shall provide following points for financial proposals:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>A</td>
<td>(100/120)*100</td>
<td>83</td>
</tr>
<tr>
<td>2.</td>
<td>B</td>
<td>(100/100)*100</td>
<td>100</td>
</tr>
<tr>
<td>3.</td>
<td>C</td>
<td>(100/110)*100</td>
<td>91</td>
</tr>
</tbody>
</table>
In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Bid Proposal A: \((83.30 \times 0.70) + (83 \times 0.30) = 83.21\) points.

Bid Proposal B: \((88.89 \times 0.70) + (100 \times 0.30) = 92.22\) points

Bid Proposal C: \((100 \times 0.70) + (91 \times 0.30) = 97.3\) points

The three proposals in the combined technical and financial evaluation will be ranked as under:

Bid Proposal A: 83.21 points: H3

Bid Proposal B: 92.22 points: H2

Bid Proposal C: 97.30 points: H1

Bid Proposal C at the evaluated cost of Rs.110 will, therefore, be declared as best value bid.