Government of Rajasthan
Directorate of Economics and Statistics
Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)

File No.F/13/VS/DES/2013/

Tender Notice No. A06-2014-15/01

Date:

E-Bids are invited up to 11:30 AM of 10/11/14 for 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. Estimated cost of project is Rs. 68.00 Lacs. Details may be seen in the Bidding Document at the website of State Public Procurement Portal (http://sppp.raj.nic.in), http://eproc.rajasthan.gov.in, http://www.rajasthan.gov.in

Or

our website http://statistics.rajasthan.gov.in, followed by the submission of bidding document fee of Rs 500.00 in Cash/ Banker's cheque / Demand draft/ eGRAS.

Sd

(Om Prakash Bairwa)
Director and Joint Secretary
Directorate of Economics & Statistics

File No.F/13/VS/DES/2013/ 38301-302

Date: 10/10/2014

Copy to:
1. ACP, Directorate of Economic and Statistics, Jaipur for upload on SPPP.
2. Notice Board.

Joint Director (Admn.)
**INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)**

| Name & Address of the Procuring Entity | • Name: Directorate of Economics & Statistics, GovR  
|                                      | • Address: Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan) |
| Name & Address of the Project Officer In-charge (POIC) | • Name: B.L. Bairwa  
|                                                    | • Designation: Joint Director  
|                                                    | • Address: Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)  
|                                                    | • 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)/single stage open competitive e-Bid procedure at [http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) |
| Bid Evaluation Criteria (Selection Method) | Combined Quality cum Cost based (CQCBS) |
|                                                    | • Bidding document fee: Rs. 500.00 (Rupees Five Hundred only) in Cash/Demand Draft in favour of “Director Economic & Statistics” payable at “Jaipur”.  
|                                                    | • RISL Processing Fee: Rs. 1000.00 (Rupees One Thousand only) in Demand Draft in favour of “Managing Director, RISL” payable at “Jaipur”. |
| Estimated Procurement Cost | Rs. 6800000.00 (Rupees Sixty Eight Lacs only) |
| Bid Security and Mode of Payment | • Amount (INR): 2% of the estimated procurement cost, 0.5% for S.S.I. of Rajasthan, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction  
|                                                    | • Mode of Payment: Banker’s Cheque or Demand Draft, of a Scheduled Bank or deposit through eGRAS ([https://egras.raj.nic.in/](https://egras.raj.nic.in/)) |
| Period of Sale of Bidding Document (Start/ End Date) | From 11<sup>th</sup> October 2014 to 9<sup>th</sup> November 2014 |
| Date/ Time/ Place of Pre-bid Meeting | • Date/ Time: 17<sup>th</sup> October 11:00 A:M  
|                                      | • Place: Conference Hall, Yojana Bhawan, DES, Jaipur  
|                                      | • Last date of submitting clarifications requests by the bidder: 17<sup>th</sup> October 11:00 A:M  
|                                      | • Response to queries/clarifications by procuring entity: 20<sup>th</sup> October 2014 |
| Manner, Start/ End Date for the submission of Bids | • Manner: Online at e-Procurement website ([http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in))  
|                                                    | • Start Time & Date: 10:00 A:M 21<sup>st</sup> October 2014  
|                                                    | • End Time & Date: 11:30 A:M 10<sup>th</sup> November 2014 |
| Submission of Banker’s Cheque/Demand Draft for Tender Fee, Bid Security, and Processing Fee* | • Start Time & Date: 10:00 A:M 21<sup>st</sup> October 2014  
|                                                    | • End Time & Date: 11:30 A:M 10<sup>th</sup> November 2014 |
| Date/ Time/ Place of Technical Bid | • Date: 10<sup>th</sup> November 2014 |
Opening & Technical Presentation

- Time: 12:00 Noon
- Place: Conference Hall, Yojana Bhawan, DES, Jaipur

Date/ Time/ Place of Financial Bid

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 up to 11:30 A.M on 10/11/14, its Bid shall not be accepted. The Banker’s Cheque/ Demand Draft for Bidding document fee and Bid Security should be drawn in favour of “Director Economic & Statistics” and the RISL Processing Fee in favour of “Managing Director, RajCOMP Info Services Ltd.” 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 (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again).

4) DTS 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 website due to heavy load or any other unforeseen problems.

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

6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.

   Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)
   e-mail: eproc@rajasthan.gov.in
   Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur

7) The procuring entity reserves the complete right to cancel 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 formal contract is signed & executed between the procuring entity and the successful bidder.

9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.

10) The provisions of RTPPA Act 2012 and Rules 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

Directorate of Economics & Statistics
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
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Reference No.  
Dated

Mode of Bid Submission  
Online though e-Procurement/ e-Tender system at http://eproc.rajasthan.gov.in

Procuring Authority  
Director
Directorate of Economics and Statistics (DES)
Jaipur (Rajasthan)

Date & Time of Pre-bid meeting

Last Date & Time of Submission of Bid

Date & Time of Opening of Technical Bid

Bidding Document Fee: Rs. 500.00 (Rupees Five Hundred 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 & STATISTICS (DES)

Yojana Bhawan, Tilak Marg, C- Scheme, Jaipur, (Rajasthan)

Phone: 0141- 2222740, 0141- 5167100  
Fax: 0141- 2229756

Web: http://statistics.rajasthan.gov.in  
Email: dir.des@rajasthan.gov.in
ABBREVIATIONS & DEFINITIONS

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<th>Abbreviation</th>
<th>Definition</th>
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<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>
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<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>
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<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>
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<td>GF&amp;AR</td>
<td>General Finance &amp; Accounting Rules.</td>
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<td><strong>Gol/ GoR</strong></td>
<td>Govt. of India/ Govt. of Rajasthan</td>
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<tr>
<td><strong>IFB</strong></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>
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<td><strong>INR</strong></td>
<td>Indian Rupee</td>
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<td><strong>ITB</strong></td>
<td>Instruction to Bidders</td>
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<td><strong>LD</strong></td>
<td>Liquidated Damages</td>
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<tr>
<td><strong>LoI</strong></td>
<td>Letter of Intent</td>
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<td><strong>MIS</strong></td>
<td>Management Information System</td>
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<tr>
<td><strong>NIB</strong></td>
<td>Notice Inviting Bid</td>
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<tr>
<td><strong>Notification</strong></td>
<td>A notification published in the Official Gazette</td>
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<td><strong>PAN</strong></td>
<td>Permanent Account Number</td>
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<td><strong>PBG</strong></td>
<td>Performance Bank Guarantee</td>
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<td><strong>PC</strong></td>
<td>Procurement/ Purchase Committee</td>
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<td><strong>PQ</strong></td>
<td>Pre-Qualification</td>
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<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>
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<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>
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<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>
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<tr>
<td><strong>RISL</strong></td>
<td>RajCOMP Info Services Limited</td>
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<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</td>
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services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity

| SLA | Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance. |
| SoW | Scope of Work |
| State Government | Government of Rajasthan (GoR) |
| State Public Procurement Portal | [http://sppp.raj.nic.in](http://sppp.raj.nic.in) |
| Subject Matter of Procurement | Any item of procurement whether in the form of goods, services or works |
| TIN | Tax Identification Number |
| WO/ PO | Work Order/ Purchase Order |
1. **INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)**

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<td><strong>Name:</strong> Directorate of Economics &amp; Statistics, GoR</td>
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<tr>
<td><strong>Address:</strong> Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</td>
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<tbody>
<tr>
<td><strong>Name:</strong> Sh. B.L. Bairwa</td>
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</tr>
<tr>
<td><strong>Designation:</strong> Joint Director</td>
<td></td>
</tr>
<tr>
<td><strong>Address:</strong> Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</td>
<td></td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:jdvital.des@rajasthan.gov.in">jdvital.des@rajasthan.gov.in</a></td>
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<tr>
<th>Estimated Procurement Cost</th>
<th>Rs. 6800000.00 (Rupees Sixty Eight Lacs only)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Bid Security and Mode of Payment</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Amount (INR):</strong> 2% of the estimated procurement cost, 0.5% for S.S.I. of Rajasthan, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial &amp; Financial Reconstruction</td>
<td></td>
</tr>
<tr>
<td><strong>Mode of Payment:</strong> Banker’s Cheque or Demand Draft, of a Scheduled Bank or deposit through eGRAS (<a href="https://egras.raj.nic.in/">https://egras.raj.nic.in/</a>)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Period of Sale of Bidding Document (Start/ End Date)</th>
<th>From 11th October 2014 to 9th November 2014</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date/ Time/ Place of Pre-bid Meeting</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Date/ Time:</strong> 17th October 11:00 A:M</td>
<td></td>
</tr>
<tr>
<td><strong>Place:</strong> Conference Hall, Yojana Bhawan, DES, Jaipur</td>
<td></td>
</tr>
<tr>
<td><strong>Last date of submitting clarifications requests by the bidder:</strong> 17th October 11:00 A:M</td>
<td></td>
</tr>
<tr>
<td><strong>Response to queries/clarifications by procuring entity:</strong> 20th October 2014</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Manner, Start/ End Date for the submission of Bids</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Manner:</strong> Online at e-Procurement website (<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>)</td>
<td></td>
</tr>
<tr>
<td><strong>Start Time &amp; Date:</strong> 10:00 A:M 21st October 2014</td>
<td></td>
</tr>
<tr>
<td><strong>End Time &amp; Date:</strong> 11:30 A:M 10th November 2014</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Submission of Banker’s</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Start Time &amp; Date:</strong> 10:00 A:M 21st October 2014</td>
<td></td>
</tr>
</tbody>
</table>
**Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee***

- **End Time & Date:** 11:30 A:M 10\textsuperscript{th} November 2014

**Date/ Time/ Place of Technical Bid Opening & Technical Presentation**

- **Date:** 10\textsuperscript{th} November 2014
- **Time:** 12:00 Noon
- **Place:** Conference Hall, Yojana Bhawan, 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 up to 11:30 A:M on 10/11/14, its Bid shall not be accepted. The Banker’s Cheque/ Demand Draft for Bidding document fee and Bid Security should be drawn in favour of “Director Economic & Statistics” and the RISL Processing Fee in favour of “Managing Director, RajCOMP Info Services Ltd.” 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 (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.

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 on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.

   - **Contact No:** 0141-4022688 (Help desk 10 am to 6 pm on all working days)
   - **e-mail:** eproc@rajasthan.gov.in
   - **Address:** e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur

7. The procuring entity reserves the complete right to cancel 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 formal contract is signed & executed between the procuring entity and the successful bidder.

9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.

10. The provisions of RTPPA Act 2012 and Rules 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.
Notice

OFFICE OF THE: Director (DES), Directorate of Economics and Statistics (DES), Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)

Telephone: 0141- 2222740, 0141- 5167100, Fax: 0141- 2229756, Email: jdvital.des@rajasthan.gov.in

e-Bids are invited up to 11:30 AM of 10/11/14 for 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. Details may be seen in the Bidding Document at the website of State Public Procurement Portal (http://sppp.raj.nic.in), http://eproc.rajasthan.gov.in, http://www.rajasthan.gov.in

Or

our website http://statistics.rajasthan.gov.in, followed by the submission of bidding document fee of Rs 500.00 in Cash/ Banker’s cheque / Demand draft/ eGRAS.
2. 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 82.0% and 66.9% 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 this office 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>2011</td>
<td>94.92%</td>
<td>78.91%</td>
</tr>
<tr>
<td>2012</td>
<td>93.62%</td>
<td>75.77%</td>
</tr>
<tr>
<td>2013</td>
<td>94.02%</td>
<td>81.51%</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 Registration (percent)</th>
<th>Reporting level from Rural Areas (percent)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011</td>
<td>94.92%</td>
<td>94.44%</td>
</tr>
<tr>
<td>2012</td>
<td>93.62%</td>
<td>90.83%</td>
</tr>
<tr>
<td>2013</td>
<td>94.02%</td>
<td>88.12%</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 out of 11346 Registrar Units only 6082 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
3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

1) A bidder participating in the procurement process shall possess the following minimum pre-qualification/ eligibility 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 LLP Act</td>
<td>- Copy of valid Registration Certificates - Copy of Certificates of incorporation</td>
</tr>
<tr>
<td>2</td>
<td>Financial: Turnover</td>
<td>Minimum Average Annual Turnover from Consulting Services of the bidder during last three financial years, i.e., for the period of FY 2010-11 to FY 2012-13 (If FY 2013-14 is not audited) or FY 2011-12 to FY 2013-14 (If FY 2013-14 is audited) (as per the last published audited balance sheets), should be Rs. 1 Crore (One Crores 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-Mar-2013 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 similar nature of minimum INR 50 Lacs in the past three years for</td>
<td>Annexure-8 for submission of project reference And Work Completion</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>1</td>
<td></td>
<td>National/ State level government projects during the period starting 1-Apr-2011 and ending 31-Mar-2014</td>
<td>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 of the project); OR Work Order + Phase Completion Certificate from the client specifying value of the completed phase of project</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 / PAN number</td>
<td>Copies of relevant certificates of registration Service Tax Clearance certificate from the Concerned Authority / bank Challan / CA Certificate with CA’s Registration Number and Seal specifying payment of Service Tax dues up to 31st March 2014</td>
</tr>
<tr>
<td>6</td>
<td>Mandatory Undertaking</td>
<td>The 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</td>
<td>A Self Certified letter as per Annexure-4: Self-Declaration</td>
</tr>
</tbody>
</table>

The bidder should have cleared his Service Tax dues up to 31st March 2014 to the Government.
2) In addition to the provisions regarding the qualifications of the bidders as set out in (1) 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.
4. **SCOPE OF WORK, DELIVERABLES & TIMELINES**

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 resources at State level & District level 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 District level resource & State level resource for this purpose is at Annexure-1.

- For delivering the services envisaged in the program, it is estimated that at least 33 District level resources at district offices, at least 2 District level resources (at state level) & at least 2 State level resources will be required for the initial period (one year). At least 1 District level resource will be placed in each district office of state & 2 District level resources & 2 state level resources will be placed at DES, Jaipur. The project activity/job description of District level resource & State level resource is mentioned in Chapter-4 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**

The Bidder will be responsible to undertake various project related tasks as mentioned in scope above & project activity/Job Description mentioned below. As part of the project deliverables, the Bidder needs to prepare and submit the following documents as per the frequency mentioned in the table below:
### Project Activities:

<table>
<thead>
<tr>
<th>Deployment of Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Level at which job to be executed</strong></td>
</tr>
</tbody>
</table>
| State Level (At least 2 resource shall be deployed to execute project activity) | State Office (DES, Jaipur) | • Will coordinate district & block statistics offices & will ensure to start registration work through web portal pehchan in all registrar units.  
• 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 forment.  
• Will carry out Various other official work assigned by the reporting authority including administrative & secretarial work & any other work incidental to the project. |
| **District Level**  
<table>
<thead>
<tr>
<th>(At least one resource shall be deployed to execute project activity at each district HQ and 2 resources at State HQ)</th>
<th><strong>District Level - 1 each (District Office) &amp; 2 at DES State Office</strong></th>
</tr>
</thead>
</table>
| • Will coordinate block statistics offices & other line department such as panchayati raj, medical & health & urban local bodies  
• Will ensure to start registration work through pehchan web portal in all registrar sub registrar unites 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/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 administration and secretarial work and any other work incidental to the project. |
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>Frequency</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Target Timeline for Deployment of State Level Resource &amp; District Level Resource</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>To undertake all activities as specified in section 4</td>
<td>Deployment of State level resources at DES, Jaipur</td>
<td>One-Time</td>
<td>T+15 days</td>
</tr>
<tr>
<td>1.2</td>
<td>To undertake all activities as specified in section 4</td>
<td>Deployment of District level resources at District offices</td>
<td>One-Time</td>
<td>T+30 days</td>
</tr>
<tr>
<td>2.</td>
<td><strong>Project Deliverable of Activities</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>To undertake all activities as specified in section 4.1, section 4.2 &amp; Annexure-1</td>
<td>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)</td>
<td>Monthly</td>
<td>Within 7 days of each Month covering activities performed in Previous Month</td>
</tr>
</tbody>
</table>

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

1) **Bid Security**

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

   a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.

   b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.

   c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.

   d) The bid security may be given in the form of a banker’s cheque or demand draft or deposited through eGRAS. The bid security must remain valid 30 days beyond the original or extended validity period of the bid.

   e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.

   f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.

   g) The bank guarantee, if any, presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.

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

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

      a. when the bidder withdraws or modifies its bid after opening of bids;

      b. when the bidder does not execute the agreement, if any, after placement of supply/work order within the specified period;
c. when the bidder fails to commence the supply of the service or execute work as per supply/ work order within the time specified;
d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

j) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
k) No interest shall be payable on the bid security.
l) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
   a. the expiry of validity of bid security;
   b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
   c. the cancellation of the procurement process; or
   d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

2) Sale of Bidding/ Tender Documents
   a) 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.
   b) 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.
   c) Bidding documents purchased by Principal of any concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa.

3) Pre-bid Meeting/ Clarifications
   a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents as per Annexure -3 Pre-Bid Queries Format.
b) A pre-bid conference 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 conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.

  c) 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

  d) 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.

4) Changes in the Bidding Document

  a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.

  b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.

  c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

  d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity; provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

5) Period of Validity of Bids

  a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

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

6) Format and Signing of Bids

a) Bidders must submit their bids online at e-Procurement portal i.e. [http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in).

b) 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.

c) A Single stage- Two part/ cover system shall be followed for the Bid: -
   a. Technical Bid, including fee details, eligibility & technical documents
   b. Financial Bid

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

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Technical Bid Cover letter, Bidding document Fee (Tender Fee), RISL Processing Fee (e-Procurement), and Bid Security</td>
<td>Instrument/ Proof of submission (FEE.PDF)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Scanned copy of Fee Receipt/DD/Banker Cheque</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Scanned copy of DD/Banker Cheque</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Scanned copy of Challan/DD/ Banker’s Cheque</td>
</tr>
<tr>
<td></td>
<td></td>
<td>along with Annexure-7 (Technical Bid cover letter)</td>
</tr>
<tr>
<td>2.</td>
<td>Bidder’s Authorisation Certificate</td>
<td>As per Annexure-4 and copy of PoA/ Board resolution stating that Auth. Signatory (DSC holder) can sign the bid/ contract on behalf of the firm. (AUTH.PDF)</td>
</tr>
<tr>
<td>3.</td>
<td>All the documents mentioned in the “Eligibility Criteria”, in support of the eligibility</td>
<td>• Firm registration certificate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Proof for being in operation for last three years</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Minimum turnover proof and Positive net worth proof</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Service Tax Registration Certificate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• PAN Number proof</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Experience of executing projects of desired value as per RFP</td>
</tr>
<tr>
<td>4.</td>
<td>Mandatory Undertaking</td>
<td>A Self Certified letter as per Annexure-5: Self-Declaration</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 as per Annexure-9 (FBCOVER.PDF)</td>
</tr>
<tr>
<td>2.</td>
<td>Financial Bid – Format</td>
<td>As per BoQ (.XLS) format available on e-Procurement portal (Annexure 9)</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.

7) Cost & Language of Bidding

a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

8) Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

9) Deadline for the submission of Bids

a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.

b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified 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
   a) 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".
   b) Bids withdrawn shall not be opened and processes further.
   c) No bid shall be withdrawn, substituted, or modified after the last time and date fixed for receipt of bids.

11) Opening of Bids
   a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
   b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
   c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative’s name and telephone number and corresponding bidders’ names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
   d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to DES & RISL).
   e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
      a. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
      b. bid is valid for the period, specified in the bidding document;
      c. bid is unconditional and the bidder has agreed to give the required performance security; and
      d. other conditions, as specified in the bidding document are fulfilled.
e. any other information which the committee may consider appropriate.

f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.

g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

12) Selection Method:

a) 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 highest technical score will be adjudicated as the best value Bid.

13) Clarification of Bids

a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee’s request for clarification and the response of the bidder shall be through the e-Procurement portal.

b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.

c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.

d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

14) Evaluation & Tabulation of Technical Bids
a) Determination of Responsiveness

a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.

b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where:
   i. “deviation” is a departure from the requirements specified in the bidding document;
   ii. “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
   iii. “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.

c. A material deviation, reservation, or omission is one that,
   i. if accepted, shall:
      1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
      2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity’s rights or the bidder’s obligations under the proposed contract; or
   ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.

d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.

e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

b) Non-material Non-conformities in Bids

a. The bid evaluation committee may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.

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

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

c) Technical Evaluation Criteria

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 criterias.

<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</td>
<td>All 2 candidates will be interviewed</td>
</tr>
<tr>
<td>2</td>
<td>District Level</td>
<td>Any 15 randomly will be called for physical interview &amp; any 20 randomly will be telephonically interviewed</td>
</tr>
</tbody>
</table>
Technical evaluation criteria for marking & further evaluation of bids are mentioned below:

<table>
<thead>
<tr>
<th></th>
<th>Key Personnel</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>State Level resource (2 CVs to be provided) - (10 marks for each Candidate)</strong></td>
<td>90</td>
</tr>
<tr>
<td></td>
<td>Work Experience in surveys and statistical analysis</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• &gt;= 5 Years’ experience : 8 Marks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• &gt;= 3 and &lt;5 Years’ experience : 6 Marks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• &gt;= 2 and &lt; 3 Years’ experience : 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>
</tr>
<tr>
<td></td>
<td>• &gt;= 1 Year experience : 2 Mark</td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td></td>
<td>20</td>
</tr>
<tr>
<td>1.2</td>
<td><strong>District Level resource (35 CVs to be provided) - (2 marks for each Candidate)</strong></td>
<td>70</td>
</tr>
<tr>
<td></td>
<td>Work Experience in data collection, compilation and data entry etc.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• &gt;= 3 Years’ experience : 2 Marks</td>
<td></td>
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<tr>
<td></td>
<td>• &gt;= 2 and &lt;3 Years’ experience : 1.0 Marks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• &gt;= 1 and &lt;2 Years’ experience : 0.50 Mark</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td><strong>Technical Experience of similar nature in Government establishment of value more than 50 lacs in last 5 years (with work order + work completion certificate)</strong></td>
<td>2</td>
</tr>
<tr>
<td>2.1</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td><strong>Technical Presentation in front of the Evaluation Committee</strong></td>
<td>8</td>
</tr>
<tr>
<td>3.1</td>
<td>Bidders shall organize presentation covering the below mentioned parameters:</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>• Recruitment processes and methodologies: : 4 Marks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Risk Management and Mitigation Plan: : 2 Marks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Quality Assurance plan for resource deployment: : 2 Marks</td>
<td></td>
</tr>
</tbody>
</table>

|   | Total Maximum Technical Score | 100 |

- **e.** Bidder whose aggregate technical score is greater than 70 will be treated as technically qualified bidder.
- **f.** Post completion of the Technical evaluation process, the purchaser will declare the technically qualified Bidders and intimate the non-qualified bidders along with the reason for disqualification through eMail.
d) Tabulation of Technical Bids

a. Technical Bids shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.

b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.

e) The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.

f) The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

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:

a) 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.

b) The process of opening of the financial Bids shall be similar to that of technical Bids.

c) The names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;

d) Conditional Bids are liable to be rejected;

e) The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;

f) Financial quote will be Rate including all taxes and duties except Service Tax.

g) The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity.

h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.

i) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the 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:

a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

17) 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.

18) Negotiations

a) 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.

b) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.

c) 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.

d) 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.

e) 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.

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

19) Exclusion of Bids/ Disqualification

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

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

c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be:
   a. communicated to the concerned bidder in writing;
   b. published on the State Public Procurement Portal, if applicable.

20) Lack of competition

a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly 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:

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

b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.
c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

21) Acceptance of the successful Bid and award of contract

a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee, has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract
satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for
the subject matter of procurement.

f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful
bidder, in writing, that its Bid has been accepted.

g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the
concerned bidder by registered post or email and asked to execute an agreement in the format
given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount
of performance security or a performance security declaration, if applicable, within a period
specified in the bidding documents or where the period is not specified in the bidding documents
then within fifteen days from the date on which the letter of acceptance or letter of intent is
dispatched to the bidder.

h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of
Intention (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter
of acceptance or letter of intent is posted and/or sent by email (if available) to the address of the
bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance
or LOI shall constitute a binding contract.

i) The bid security of the bidders who’s Bids could not be accepted shall be refunded soon after the
contract with the successful bidder is signed and its performance security is obtained.

22) Information and publication of award

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

23) 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.

24) Performance Security

a) Prior to execution of agreement, Performance security shall be solicited from all 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 and undertakings of the Central Government. However, a performance
security declaration shall be taken from them. The State Government may relax the provision of
performance security in particular procurement or any class of procurement.

b) The amount of performance security shall be 5%, of the amount of work order. In case of Small
Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of supply order 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.

c) Performance security shall be furnished in any one of the following forms: -
   a. deposit though eGRAS;
   b. Bank Draft or Banker’s Cheque of a scheduled bank;
   c. 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;
   d. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
   e. 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.

d) Performance security furnished in the form specified in clause [b.] to [e.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

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

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

g) No interest shall be payable on the PSD.

25) Execution of agreement
a) Procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.

b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.

c) If the bidder, who’s Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.

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

26) Confidentiality

a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to:

   a. impede enforcement of any law;
   b. affect the security or strategic interests of India;
   c. affect the intellectual property rights or legitimate commercial interests of bidders;
   d. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.

b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.

c) The procuring entity may impose on bidders, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.

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

   a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent
      the procuring entity from initiating a new procurement process for the same subject matter of
      procurement, if required.
   
   b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement
      initiated by it -
      a. at any time prior to the acceptance of the successful Bid; or
      b. after the successful Bid is accepted in accordance with (d) and (e) below.
   
   c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the
      procurement and shall return such unopened bids or proposals.
   
   d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall
      be immediately communicated to all bidders that participated in the procurement process.
   
   e) If the bidder 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.
   
   f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
      a. 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;
      b. 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.

28) Code of Integrity for Bidders

   a) No person participating in a procurement process shall act in contravention of the code of integrity
      prescribed by the State Government.
   
   b) The code of integrity include provisions for: -
      a. Prohibiting
         i. 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;
         ii. any omission, including a misrepresentation that misleads or attempts to mislead so as
            to obtain a financial or other benefit or avoid an obligation;
         iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency,
            fairness and progress of the procurement process;
iv. 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;

v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;

vi. 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;

vii. any obstruction of any investigation or audit of a procurement process;

b. disclosure of conflict of interest;

c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.

c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including:

a. exclusion of the bidder from the procurement process;

b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;

c. forfeiture or encashment of any other security or bond relating to the procurement;

d. recovery of payments made by the procuring entity along with interest thereon at bank rate;

e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;

f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

29) 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:

a) they have controlling partners in common;

b) they receive or have received any direct or indirect subsidy from any of them;

c) they have the same legal representative for purposes of the bid;

d) 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;

e) A bidder participates in more than one bid in the same bidding process.

f) 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.

30) Interference with Procurement Process

A bidder, who:

a) withdraws from the procurement process after opening of financial bids;

b) withdraws from the procurement process after being declared the successful bidder;

c) fails to enter into procurement contract after being declared the successful bidder;

d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds,

shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

31) Appeals

a) 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:

a. 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:

b. 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.

b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.

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

d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:

e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be:

First Appellate Authority: Director, DES, GoR

Second Appellate Authority: Principal Secretary, Finance Department, GoR

f) Form of Appeal:

a. Every appeal under (a) and (c) above shall be as per Annexure-16 along with as many copies as there are respondents in the appeal.

b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

f) Form of Appeal:

a. Every appeal under (a) and (c) above shall be as per Annexure-16 along with as many copies as there are respondents in the appeal.

b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

g) Fee for Appeal: Fee for filing appeal:

a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

b. The fee shall be paid in the form of bank demand draft or banker’s cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.

h) Procedure for disposal of appeal:

a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall:

   i. hear all the parties to appeal present before him; and

   ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.

c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
i) No information which would impair the protection of essential security interests of India, or
impede the enforcement of law or fair competition, or prejudice the legitimate commercial
interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

32) 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.

33) 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.

34) Offenses by Firms/ Companies

a) Where an offence under “The Rajasthan Transparency Public Procurement Act 2012” has been
committed by a company, every person who at the time the offence was committed was in
charge of and was responsible to the company for the conduct of the business of the company,
as well as the company, shall be deemed to be guilty of having committed the offence and shall
be liable to be proceeded against and punished accordingly:
Provided that nothing contained in this sub-section shall render any such person liable for any
punishment if he proves that the offence was committed without his knowledge or that he had
exercised all due diligence to prevent the commission of such offence.

b) Notwithstanding anything contained in (a) above, where an offence under this Act has been
committed by a company and it is proved that the offence has been committed with the consent
or connivance of or is attributable to any neglect on the part of any director, manager, secretary
or other officer of the company, such director, manager, secretary or other officer shall also be
deemed to be guilty of having committed such offence and shall be liable to be proceeded
against and punished accordingly.

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

35) Debarment from Bidding

a) A bidder shall be debarred by the State Government if he has been convicted of an offence
   a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
   b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.

c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of “Code of Integrity for bidders” above, it may debar the bidder for a period not exceeding three years.

d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.

e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

36) Monitoring of Contract

a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of service and service delivery is in proportion to the total delivery period given.

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

d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder’s receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.

f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.
6. **GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT**

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

**Definitions**

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

a) “Contract” means the Agreement entered into between the Purchaser and the successful/selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.

c) “Contract Price” means the price payable to the successful/selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

d) “Day” means a calendar day.

e) “Delivery” means the transfer of the Service from the successful/selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.

f) “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.

g) “Purchaser” means the entity purchasing the Services, as specified in the bidding document.

h) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Services to be supplied or execution of any part of the related services is subcontracted by the successful/selected bidder.

i) “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.

j) “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, scope of work, etc., of the services to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the scope of the work, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.
1) **Contract Documents**

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

2) **Interpretation**

   a) If the context so requires it, singular means plural and vice versa.

   b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected Bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

   c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

   d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

   e) Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

   f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3) **Language**

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

   b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
4) **Joint Venture, Consortium or Association**
   a) Joint Venture, Consortium or Association is not allowed

5) **Service of Notice, Documents & Orders**
   a) A notice, document or order shall be deemed to be served on any individual by -
      a. delivering it to the person personally; or
      b. leaving it at, or sending it by post to, the address of the place of residence or business of
         the person last known;
      c. on a body corporate by leaving it at, or sending it by post to, the registered office of the
         body corporate.
   b) When the procedure laid down in (a) above is followed, service shall be deemed to be effected by
      properly addressing, preparing and posting the document, notice or order, as the case may be.

6) **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.

7) **Recoveries from Selected Bidder**
   a) Recoveries of liquidated damages, shall ordinary be made from bills.
   b) In case, recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law
      in force.

8) **Taxes & Duties**
   a) The TDS, Raj-VAT, Service Tax etc., if applicable, shall be deducted at source/ paid by RISL as per
      prevailing rates.
   b) 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. However, it is
      clarified that for the purpose concessional Sales Tax, no “C-Form/ D-Form”, or any other form by
whatever name it may be called, shall be released by Purchaser to the selected bidder under any circumstances for any of activities under the SoW of this bidding document.

9) 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 drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
   b) The Purchaser shall not use such documents, data, and other information received from the Supplier/Selected Bidder for any purposes unrelated to the Contract. Similarly, the Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
   c) 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 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.
   d) 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.
   e) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

10) 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>

a. LD would be imposed, if the Bidder does not deploy a resource within stipulated time period
b. Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a day
c. 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
d. Delivery period may be extended with or without liquidated damages if the delay is on account of hindrances beyond the control of the bidder.
e. Also Liquidated Damages would be deducted from the monthly due payment.

11) Settlement of Disputes

If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Head of the Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.

12) Legal Proceedings

All legal proceedings, if necessary arise to institute may by any of the parties (Government of Contractor) shall have to be lodged in courts situated in Rajasthan and not elsewhere.
13) Force Majeure

a) Notwithstanding the provisions of contract, the bidder shall not be liable for forfeiture of its performance security, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

b) For Purposes of this clause, "Force Majeure "means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include but are not restricted to acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

c) If a Force Majeure situation arises, the bidder shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing the bidder shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all prevented by the force majeure event.

14) Termination

a) Termination for Insolvency

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

b) Termination for Convenience

The purchaser, may, by giving 30 days prior, written notice sent to the bidder, 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 work under the Contract is terminated and the date upon which such termination becomes effective.
7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1) Payment Terms and Schedule

a) Agency shall not be provided more than Rs. 40000/- per month if all the minimum resources as specified in Chapter-4 are deployed at state level & all the activities in SoW are successfully completed.

b) Agency shall not be provided more than Rs. 525000/- per month if all the minimum resources as specified in Chapte4 are deployed at state level & all the activities in SoW are successfully completed.

c) Payment schedule - Payments to the bidder, after successful completion of the target milestones (including specified project deliverables), would be made as under:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Upon submission of Monthly Performance Report of each Resource / (Attendance Report/Work accomplished report /Additional work given by OIC /Nodal Officer if any)</td>
<td>Monthly Payment</td>
</tr>
</tbody>
</table>

d) The supplier’s/ selected bidder’s request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the services delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.

e) Due payments shall be made promptly by the purchaser, generally within fifteen (15) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.

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

g) All remittance charges will be borne by the supplier/ selected bidder.

h) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.

i) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.

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

2) Service Level Standards/ Requirements/ Agreement

Maximum 20% of monthly payment may be deducted in penalty for a quarter. An upper cap of 15% of total project purchase order can be levied as penalty in complete project duration.
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 with the present employer. No penalty will be levied for replacement of resources on project information assistance job work.

- 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 bidding firm 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 Thirty 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 Thirty Thousand Only) for State level resource
     - Rs. 1,500 (Rupees Two Thousand Five Hundred Only) for District Level Resource

- Purchaser is free to relieve any resource (apart from minimum committed numbers) at any time (beyond minimum committed period) during contract period without any penalty by serving 15 days advance notice to supplier/selected bidder.

b) Penalty for Short Supply of Resources / Absence

- 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 (Per day payment will be calculated by dividing job month rate divided by
20) & a penalty equivalent to 50% of per day/payment shall be imposed in addition to non-payment.

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.

3) 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.

4) 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.
## ANNEXURE-1- QUALIFICATION AND EXPERIENCE OF THE RESOURCES REQUIRED FOR TASK

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Level of Resource</th>
<th>Essential</th>
<th>Desirable</th>
</tr>
</thead>
</table>
| 1.     | State Level Resource | • Post 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. |

### Qualification, Emolument and TA/DA to resource person

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

**Educational Qualification:**

- Post 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.

**Desirable Qualification:**

- 2 years of experience in surveys and statistical analysis.

**Age Limit:** Age of candidates who are going to apply for this post should be between 21 years and 30 years as on 01.10.2013 i.e. he should be born not earlier than 01.10.1983 and not later than 01.10.1992 or as per State Govt. Rules.

Reservation/Relaxation: In respect of SC/ST/OBC candidates as also Candidates with disabilities, according to state Government’s Instructions In vogue.
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 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 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:
  - T.A: Sleeper class fare by ordinary/express train or bus fare for ordinary or express bus or actual fare whichever is less.
  - D.A:
    - Ordinary Rs. 150/-
    - Hotel Stay Rs. 350/-

2. Name of the Post: District Level Resource

Educational Qualification:

- 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.
Desirable Qualification:

- 1 year experience in relative field like data collection, compilation and data entry etc.

Age Limit: Age of the candidates who are going to apply for this post should be between 20 years and 30 years as on 01.10.2013 i.e. he should be born not earlier than 01.10.1983 and not later than 01.10.1993 or as per state Govt. Rules.

Reservation/Relaxation: In respect of SC/ST/OBC candidates as also Candidates with disabilities, according to state Govt. Instruction in vogue.

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 administration and secretarial work and any other work incidental to the project.

Remuneration:

- District Level resource will be paid a consolidated remuneration not less than Rs. 15000/- per month.
- While on tour TA/DA will be paid as follows:
  - **T.A.** Sleeper class fare by ordinary/express train or bus far ordinary or express bus or actual far whichever is less.
  - **DA.**
    - Ordinary Rs. 150/-
    - Hotel Stay Rs. 350/-
ANNEXURE-2-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]: _______________

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</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of assignment or project:</td>
<td>Name of assignment or project:</td>
</tr>
<tr>
<td>Year:</td>
<td>Year:</td>
</tr>
<tr>
<td>Location:</td>
<td>Location:</td>
</tr>
<tr>
<td>Client:</td>
<td>Client:</td>
</tr>
<tr>
<td>Main project features:</td>
<td>Main project features:</td>
</tr>
<tr>
<td>Positions held:</td>
<td>Positions held:</td>
</tr>
<tr>
<td>Activities performed:</td>
<td>Activities performed:</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-3: PRE-BID QUERIES FORMAT

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>
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</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>
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</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>
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</tbody>
</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-4: BIDDER’S AUTHORIZATION CERTIFICATE (to be submitted by the bidder on his Letter head)

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-5: SELF-DECLARATION** {to be submitted by the bidder on his Letter head}

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 abroad during the last 3 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 conflict of interest as mentioned in the bidding document which materially affects the fair competition.

i) will comply with the code of integrity as specified in the bidding document.

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: ______________

Place: ______________
ANNEXURE-6: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be submitted by the bidder on his Letter head}

To,
{Procuring Entity},
_____________________________________________________

CERTIFICATE

This is to certify that, the specifications of Hardware & Software which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum technical specifications of the bidding document and that there are no deviations/will not be any deviation of any kind from the requirement of technical support services.

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

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

Thanking you,

Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -
Date: ______________
Place: ______________
ANNEXURE-7- COVERING LETTER FOR TECHNICAL BID

Date:

[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative:

To,

Director,

Directorate of Economics & Statistics,

Yojna Bhawan, Tilak Marg, C-Scheme, Jaipur

Rajasthan

Reference. RFP No. ..................Dated....................

Sir,

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated ________, and our proposal. We are hereby submitting our proposal, which includes this Technical proposal and Financial Proposal submitted through e-Procurement Portal. Our proposal is binding upon us. We understand that you are not bound to accept any Proposal you receive.

We hereby offer to provide the Services at the quoted rates mentioned in the Financial Bid.

We do hereby undertake, that, in the event of acceptance of our bid, the Services shall be provided as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

We enclose herewith the complete Technical Bid as required by you. This includes: This Bid Letter and Bid Particulars.

We agree to abide by our offer for a period of 90 days from the date fixed for opening of the Technical Bids and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the RFP and the conditions of the Contract applicable to this RFP and we do hereby undertake to provide services as per these terms and conditions.

Certified that the Bidder is a Company and the person signing the tender is the duly constituted attorney. Bid Security (Earnest Money) for an amount equal to Rs._______________ is enclosed in the cover containing the letter for Technical Bid.
We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this \(DD/MM/YYYY\) (Signature) (In the capacity of)
Duly authorized to sign the Tender Response for and on behalf of: (Name and Address of Company)
Seal/Stamp of bidder
Witness Signature: Witness Name:
Witness Address:
ANNEXURE-8- FORMAT FOR PROVIDING SUMMARY OF EXPERIENCES

<table>
<thead>
<tr>
<th>Duration</th>
<th>Assignment Name and Brief description of main deliverables / outputs</th>
<th>Location of Assignment</th>
<th>Approx. Project Cost / Fee</th>
<th>Role played in the assignment</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
ANNEXURE-9: FINANCIAL BID COVER LETTER & FORMAT

COVER LETTER (to be submitted by the bidder on his Letter head)

To,

The Director,

Directorate of Economics & Statistics, Govt. of Rajasthan,

Jaipur (Raj.)

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 in conformity with the said bidding document.

I/ We undertake that/ to:

- the quoted prices are in conformity with the requirements 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 (BoQ).
- if awarded the contract, I/ we shall submit the prescribed performance security deposit and shall supply/ work in accordance with the prescribed timelines.
- 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.
- 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.
- you are not bound to accept the lowest or any bid you may receive.
We unconditionally 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:
Financial Bid Format

{to be submitted by the bidder only in BoQ format (.XLS) available at e-Procurement portal}

The Bidders needs to submit their Financial Proposal at e-procurement website as per the below mentioned templates:

NOTE: Following is template only. Bidders should only mention financial rates in BOQ and upload same on e-procurement website

| Tender Inviting Authority: Director, Directorate of Economics & Statistics , Yojana Bhawan Campus, Jaipur |
| Name of Work: RFP for Selection of Agency for providing services to strengthen the Civil Registration System in State of Rajasthan |
| NIT Ref. No. | Dated |

| Bidder Name: |

PRICE SCHEDULE
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Item</th>
<th>Qty</th>
<th>Rate including all taxes and duties except Service Tax</th>
<th>Total Amount inclusive of all taxes and Service Tax &amp; duties</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>Whole work as per Scope defined in RFP</td>
<td>1.000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

***Total in Figures

***Total in Words
ANNEXURE-10: BANK GUARANTEE FORMAT

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

To,
The Director,
Directorate of Economics & Statistics,
Yojana Bhawan Campus, Tilak Marg,
C-Scheme, Jaipur-302005 (Raj).

Sir,

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

It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <Rs. ______________ (Rupees <in words>)> in respect to the NIB Ref. No. _______________ dated __ ______ issued by DES, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as “DES”) by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum of <Rs. ______________ (Rupees <in words>)> to the DES as earnest money deposit.

2. Now, therefore, we the ........................................ (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at......................... (hereinafter referred to as the Guarantor) do hereby undertake and
agree to pay forthwith on demand in writing by the DES of the said guaranteed amount without any
demur, reservation or recourse.

3. We, the aforesaid bank, further agree that the DES shall be the sole judge of and as to whether the
Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused
to or suffered by or that may be caused to or suffered by the DES on account thereof to the extent of
the Earnest Money required to be deposited by the Bidder in respect of the said bidding document
and the decision of the DES that the Bidder has committed such breach or breaches and as to the
amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may
be caused to or suffered by the DES shall be final and binding on us.

4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and
effect until it is released by the DES and it is further declared that it shall not be necessary for the DES
to proceed against the Bidder before proceeding against the Bank and the Guarantee herein
contained shall be invoked against the Bank, notwithstanding any security which the DES may have
obtained or shall be obtained from the Bidder at any time when proceedings are taken against the
Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax,
registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be
deemed to have been given to us after the expiry of 48 hours when the same has been posted.

6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to
extend the period of this guarantee on the request of our constituent under intimation to you.

7. The right of the DES to recover the said amount of <Rs. ______________ (Rupees <in words>)> from
us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said
M/s. .........................(Bidder) and/ or dispute or disputes are pending before any court, authority,
officer, tribunal, arbitrator(s) etc..

8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs.
_______________ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period
i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the
guarantee is made on us in writing within three months after the Bid validity date, all your rights
under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.

9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such count.

10. 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 under the Power of Attorney issued by the bank in your favour.

Date .................................. (Signature) ..................................................
Place ................................ (Printed Name) .............................................
(Designation) .......................... .........................
(Bank’s common seal) ......................

In presence of:
WITNESS (with full name, designation, address & official seal, if any)
(1) ...................................................
..................................................
(2) ...................................................
..................................................

Bank Details
Name & address of Bank:
Name of contact person of Bank:
Contact telephone number:
GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

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

1. Bank Guarantee shall be executed on non-judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/her favour authorizing him/her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non-judicial stamp paper shall be used within 6 months from the date of purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by DES
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:
ANNEXURE-11: DRAFT AGREEMENT FORMAT {to be mutually signed by selected bidder and procuring entity}

This Contract is made and entered into on this _____ day of ________, 2014 by and between Directorate of Economics & Statistics, Govt. of Rajasthan, having its head office at Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ 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 _______________ 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 providing Technical Support Services for Rajasthan UID Project as per the Scope of Work and Terms and Conditions as set forth in the RFP document dated__/10/2014 of NIB No _________________.

And whereas

The supplier/selected bidder 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 NIB and 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 supplier/selected bidder and has placed the Work Order vide Letter No. ________________ dated _______, on which M/s_____________ has given their acceptance vide their Letter No.______________ dated ____________.

And whereas

The supplier/selected bidder has deposited a sum of Rs. ________________/- (Rupees _______________ ) in the form of ________________ ref no. _______________ dated
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

_________ 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 supplier/selected bidder at the rates set forth in the work order no. __________________________ dated ________ will duly supply the said services set forth in “ANNEXURE-1- QUALIFICATION AND EXPERIENCE OF THE RESOURCES REQUIRED FOR TASK:” thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier/selected bidder.

3. The DES do hereby agree that if supplier/selected bidder shall duly supply the said articles and provide related 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 supplier/selected 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 technical resources shall be effected from the date of work order i.e. ____________ and completed by supplier/selected bidder within the period as specified in the RFP document.

5. In case of extension in the delivery and/ or resource deployment period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of works which supplier/selected bidder has failed to supply/ install/ complete:

<table>
<thead>
<tr>
<th>Description</th>
<th>Percentage</th>
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</thead>
<tbody>
<tr>
<td>a) Delay up to one fourth period of the prescribed delivery period, successful installation &amp; completion of work</td>
<td>2.5%</td>
</tr>
<tr>
<td>b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation &amp; completion of work</td>
<td>5.0%</td>
</tr>
<tr>
<td>c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation &amp; completion of work</td>
<td>7.5%</td>
</tr>
<tr>
<td>d) Delay exceeding three fourth of the prescribed delivery period, successful installation &amp; completion of work</td>
<td>10.0%</td>
</tr>
</tbody>
</table>
Note:

i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.

ii. The maximum amount of agreed liquidated damages shall be 10%.

iii. Delivery period may be extended with or without liquidated damages if the delay in the supply of services in on account of hindrances beyond the control of supplier/selected bidder.

6. 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 ________________, 2014.

<table>
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<tr>
<th>Signed By:</th>
<th>Signed By:</th>
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<td>(Sh…………………………………………….)</td>
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<td>()</td>
<td>Director</td>
</tr>
<tr>
<td>Designation:;</td>
<td>Directorate of Economics &amp; Statistics, Govt. of Rajasthan</td>
</tr>
<tr>
<td>Company:</td>
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<th>In the presence of:</th>
<th>In the presence of:</th>
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<td>Company:</td>
<td>Directorate of Economics &amp; Statistics, Govt. of Rajasthan</td>
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</tbody>
</table>

| ()               | ( )               |
| Designation:     | Designation:     |
| Company:         | Directorate of Economics & Statistics, Govt. of Rajasthan |
ANNEXURE-12: 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