Rate Contract Document for
Providing legal services and consultancy to the State Government through
Directorate of Economics and Statistics of Planning Department

Ref. No. Plan/DES/......................... Jaipur, dated:

<table>
<thead>
<tr>
<th>Mode of Bid Submission</th>
<th>Online though e Procurement/ e Tendering system at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Procuring Authority</td>
<td>Director &amp; Joint Secretary, Directorate of Economics and Statistics, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Raj.)-302005</td>
</tr>
<tr>
<td>Date &amp; Time of Pre-bid meeting</td>
<td>17/11/2016 at 11:00 AM</td>
</tr>
<tr>
<td>Last Date &amp; Time of Submission of Bid</td>
<td>05/12/2016 upto 4:00 PM</td>
</tr>
<tr>
<td>Date &amp; Time of Opening of Technical Bid</td>
<td>05/12/2016 at 4:30 PM</td>
</tr>
</tbody>
</table>

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

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

Directorate of Economics and Statistics
Department of Planning

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

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Act</td>
<td>The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto</td>
</tr>
<tr>
<td>Authorised Signatory</td>
<td>The bidder’s representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.</td>
</tr>
<tr>
<td>BG</td>
<td>Bank Guarantee</td>
</tr>
<tr>
<td>Bid/ebid</td>
<td>A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation</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 or vested under rules for taking decision in a matter relating to procurement.</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 One year.</td>
</tr>
<tr>
<td>Day</td>
<td>A calendar day as per GoR/ GoI.</td>
</tr>
<tr>
<td>Gol/ GoR</td>
<td>Govt. of India/ Govt. of Rajasthan</td>
</tr>
<tr>
<td>ICT</td>
<td>Information and Communication Technology.</td>
</tr>
<tr>
<td>IFB</td>
<td>Invitation for Bids (A document published by the procuring entity inviting bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting bid and request for proposal)</td>
</tr>
<tr>
<td>INR</td>
<td>Indian Rupee</td>
</tr>
<tr>
<td>ITB</td>
<td>Instruction to Bidders</td>
</tr>
<tr>
<td>LD</td>
<td>Liquidated Damages</td>
</tr>
<tr>
<td>Lol</td>
<td>Letter of Intent</td>
</tr>
<tr>
<td>NIB</td>
<td>Notice Inviting Bid</td>
</tr>
<tr>
<td>Nodal Officer</td>
<td>Officer-in-charge</td>
</tr>
<tr>
<td>Notification</td>
<td>A notification published in the Official Gazette</td>
</tr>
<tr>
<td>PAN</td>
<td>Permanent Account Number</td>
</tr>
<tr>
<td>PBG</td>
<td>Performance Bank Guarantee</td>
</tr>
<tr>
<td>PC</td>
<td>Procurement/ Purchase Committee</td>
</tr>
<tr>
<td>PQ</td>
<td>Pre-Qualification</td>
</tr>
<tr>
<td>Procurement Process</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</td>
</tr>
<tr>
<td><strong>Procurement/ Public Procurement</strong></td>
<td>The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly.</td>
</tr>
<tr>
<td><strong>Project Site</strong></td>
<td>Wherever applicable, means the designated place or places.</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.</td>
</tr>
<tr>
<td><strong>RC</strong></td>
<td>Rate Contract</td>
</tr>
<tr>
<td><strong>Raj-VAT</strong></td>
<td>Rajasthan Value Added Tax</td>
</tr>
<tr>
<td><strong>RISL</strong></td>
<td>Raj COMP Info Services Limited</td>
</tr>
<tr>
<td><strong>DES</strong></td>
<td>Director &amp; Joint Secretary, Directorate of Economics and Statistics, Rajasthan, Jaipur.</td>
</tr>
<tr>
<td><strong>Services</strong></td>
<td>Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity.</td>
</tr>
<tr>
<td><strong>SLA</strong></td>
<td>Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.</td>
</tr>
<tr>
<td><strong>State Government</strong></td>
<td>Government of Rajasthan (GoR)</td>
</tr>
<tr>
<td><strong>State Public Procurement Portal</strong></td>
<td><a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a></td>
</tr>
<tr>
<td><strong>Subject Matter of Procurement</strong></td>
<td>Any item of procurement whether in the form of goods, services or works</td>
</tr>
<tr>
<td><strong>SLA</strong></td>
<td>Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.</td>
</tr>
<tr>
<td><strong>TIN</strong></td>
<td>Tax Identification Number</td>
</tr>
<tr>
<td><strong>VAT/ CenVAT</strong></td>
<td>Value Added Tax/ Central VAT</td>
</tr>
<tr>
<td><strong>WO/ PO</strong></td>
<td>Work Order/ Purchase Order</td>
</tr>
<tr>
<td><strong>DSC</strong></td>
<td>Digital Signature Certificate</td>
</tr>
<tr>
<td><strong>DoIT &amp; C</strong></td>
<td>Department of Information Technology &amp; Communication, GoR, Rajasthan, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Raj.)-302005</td>
</tr>
<tr>
<td><strong>SWOT</strong></td>
<td>SWOT analysis, an evaluation method includes: strengths, weaknesses, opportunities, and threats and is a structured planning method that evaluates those four elements of a project or business venture. A SWOT analysis can be carried out for a company, product, place, industry, or person.</td>
</tr>
</tbody>
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ANNEXURE-10: TENDER FORM DETAILS

ANNEXURE-11A: BANK GUARANTEE FORMAT (TO BE SUBMITTED BY THE BIDDER'S BANK)
## 1. INVITATION FOR BIDS (IFB) & NOTICE INVITING BIDS (NIB)

| **Name & Address of the Procuring Entity** | **Name**: Director & Joint Secretary  
**Address**: Directorate of Economics and Statistics, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Raj.)-302005 |
|---|---|
| **Name & Address of the Nodal Officer** | **Name**: Shri Kuldeep Bhatnagar  
**Designation**: Joint Director (Admn.)  
**Address**: Directorate of Economics and Statistics, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Raj.)-302005  
**Email**: jda.des@rajasthan.gov.in |
| **Subject Matter of Procurement** | RFP for Providing legal services and consultancy to Directorate of Economics and Statistics of Planning Department. |
| **Bid Procedure** | Single-stage: two part (envelop) open competitive e-bid procedure at [http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) |
| **Bid Evaluation Criteria (Selection Method)** | Least Cost Based Selection (LCBS)-L1 |
| **Websites for downloading Bidding Document, Corrigendum’s, Addendums etc.** | Websites : [http://sppp.raj.nic.in](http://sppp.raj.nic.in), [http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in), [http://www.rajasthan.gov.in](http://www.rajasthan.gov.in)  
Bidding document fee: INR 1,000 (Rupees One Thousand only) in Cash/ Demand Draft from a scheduled bank in favour of “Director & Joint Secretary, Directorate of Economics and Statistics, Rajasthan, Jaipur” payable at “Jaipur”.  
RISL Processing Fee: INR 1,000 (Rupees One Thousand only) in Cash/ Demand Draft from a scheduled bank in favour of “Managing Director, RISL” payable at “Jaipur”. |
| **Estimated Procurement Cost** | INR 1, 80,00,000 (Rs. One crore eighty lakh) |
| **Bid Security and Mode of Payment** | Amount (INR): INR 3, 60,000 (Rs. Three lac sixty thousand only)  
Mode of Payment: Banker’s Cheque or Demand Draft of a Scheduled Bank in favour of “Director & Joint Secretary, Directorate of Economics and Statistics, Rajasthan, Jaipur” payable at “Jaipur”. |
| **Period of Sale of Bidding Document** | From 5.00 PM onwards of 03/11/2016 and upto 12.00 Noon of 05/12/2016 |
| **Date/ Time/ Place of Pre-bid Meeting** | Date/ Time: on 17/11/2016 11:00 AM  
Place: Conference Hall, DES, Jaipur  
Last date of submitting clarifications requests by the bidder: 16/11/2016  
Response to clarifications by procuring entity: By 22/11/2016 |
| **Manner, Start/ End Date for the submission of Bids** | Manner: Online at eProcurement portal (http://eproc.rajasthan.gov.in)  
Start Date: : 22/11/2016 06.00 PM  
End Date: : 05/12/2016 04.00 PM |
| **Submission of Banker’s Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee** | From 10.00 AM onwards on 23/11/2016 and upto 04.00 PM on 05/12/2016 |
| **Date/ Time/ Place of Technical Bid Opening** | Date: 05 /12/2016  
Time: 4.30 PM  
Place: DES, Jaipur |
Date/ Time/ Place of Financial Bid Opening

Will be intimated later to the Technically qualified bidders

Bid Validity

90 days from the bid submission deadline

Note:

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.

1) 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 as per NIB schedule, its Bid shall not be accepted. The Banker’s Cheque/ Demand Draft for Bidding document fee drawn in favour of “Director & Joint Secretary, Directorate of Economics and Statistics, Rajasthan, Jaipur” and RISL Processing Fee should be drawn in favour of “Managing Director, RISL” payable at “Jaipur” and Bid Security should be drawn in favour of “Director & Joint Secretary, Directorate of Economics and Statistics, Rajasthan, Jaipur” payable at “Jaipur” from any Scheduled Commercial Bank.

2) 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).

3) DES will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems or technical issues.

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

5) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
   a. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)
   b. e-mail: eproc@rajasthan.gov.in
   c. Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur

6) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.

7) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.

8) 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.

9) The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

(sd/-)

Director & Joint Secretary,
DES, Rajasthan, Jaipur
2. PROFILE & BACKGROUND INFORMATION

2.1 Project Profile

- Directorate of Economics & Statistics, Department of Planning, Government of Rajasthan is mandated to support various departments and organizations of the State Government in development of project proposals, framing of regulatory structures, business reengineering and policy frameworks.

- In order to avail Legal Assistance to Draft State Act, Rules, Regulation etc. and Amendment in State Acts / Rules / Regulation / Notification for Legal matters implications, it is proposed to empanel Law Firms for a period of two years, which can be extended for one more year on yearly basis on mutually agreed terms.

- Directorate of Economics & Statistics invites proposal from leading law firms for providing legal services to the State Government as per combination of options below:
  - **Option A** - on retainer ship on a monthly Fee basis.
  - **Option B** – Pre-agreed fee on actual advice and work rendered.

- The law firm will work with Directorate of Economics and Statistics to provide legal services and consultancy for multiple projects / programmes in a pivotal frame with emphasis on state government specific requirement with in a constitutional framework.

- The scope of work will include creative ideas for business reengineering in developmental schemes to improve the quality and timeliness of service delivery system to fulfil the constitutional obligations.

- The empanelment would be on non exclusive basis and the Government would be free to engage services of other Law Firm, Legal Counsel / Advocate for providing legal services regarding any matter.

- The work/assignment will be communicated to the Law Firm in writing by email/letter by an authorized official of the department. However in urgent and emergent situations the Law Firm should be available for providing verbal legal advice on phone, within a reasonable period of time.

- Only bidders fulfilling all the conditions mentioned in Chapter 3 of this RFP document shall be eligible to participate in bidding process or can apply. The bidder should have suitable experience for similar activities. Detailed scope of work is defined in Chapter 4 of this RFP document.

- The RC is divided in modules, classified in Section 4 Deliverables and Timelines as well as narrated in the Financial Bid format.
3. **PRE-QUALIFICATION/ ELIGIBILITY CRITERIA**

1) **Prequalification Criteria:** A bidder participating in the bidding process shall possess the following minimum pre-qualification criteria.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Basic Requirement</th>
<th>Specific Requirements</th>
<th>Documents Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Legal Entity</td>
<td>The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops &amp; Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932 OR A Limited Liability Partnership firm registered under Indian Partnership Act, 1932</td>
<td>Copy of valid Registration Certificates OR Copy of Certificates of incorporation OR Partnership Deed OR Appropriate Registration Documents under related act/rule</td>
</tr>
<tr>
<td>2</td>
<td>Financial: Turnover</td>
<td>Average Annual Turnover of the bidder during last three financial years, i.e., from 01/04/2012 to 31/03/2015 or 01/04/2013 to 31/03/2016, as case may be (as per the last published audited balance sheets), from legal services and legal consultancies should be at least INR 30,00,00,000/- (Rupees Thirty 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 31/03/2015 or 31/03/2016, as case may be, should be Positive.</td>
<td>CA Certificate with CA’s Registration Number/ Seal</td>
</tr>
<tr>
<td>4</td>
<td>Technical Capability</td>
<td>• Having extensive experience of handling Corporate as well as Litigation work in preceding five years. To this effect, the bidder must submit documents/ or at least 20 judgments/ orders reflecting the name of the partner of the law firm. • Format for submission of project references for pre-qualification experience as per Annexure 7 and Work Completion Certificates/ Judgment/order from the client;</td>
<td></td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>S. No.</th>
<th>Basic Requirement</th>
<th>Specific Requirements</th>
<th>Documents Required</th>
</tr>
</thead>
</table>
| 4      | • Other Capability | o Should not be banned / blacklisted / de-listed by any organization / government agency / quasi-government agency / PSU to participate in their tenders for empanelment and no bankruptcy / liquidation proceedings have been initiated against it by any entity / government or quasi-government agency or PSU.  
          o Shouldn’t have been blacklisted/debarred by any Bar Council of any State.  
          o Having offices in Delhi.  
          • Engaged with or empanelled with at least 2 State / Central Government Departments or Public Sector Undertakings. | Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); or Work Order + Phase Completion Certificate from the client or Invoices + Self Certificate of Completion (Certified by the Statutory Auditor); Undertaking from head of the firm on letterhead |
| 5      | Tax registration and clearance | The bidder should have a registered number of i. Service Tax ii. Income Tax TAN/ PAN number. iii. Tax Clearance | Copies of relevant certificates of registration and Service Tax Clearance certificate from CA stating payment of all service tax dues upto March 31, 2015/2016. |
| 6      | Mandatory Undertaking | Bidder should: - a) not be insolvent, in receivership, | |


<table>
<thead>
<tr>
<th>S. No.</th>
<th>Basic Requirement</th>
<th>Specific Requirements</th>
<th>Documents Required</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;</td>
<td>A Self Certified letter as per Annexure- 2 &amp; 3; Self-Declaration</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>c) comply with the code of integrity as specified in the bidding document.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Manpower Strength</td>
<td>The bidder should have min. of 30 Team members/Law professionals and 10 law professionals on its payroll for the last one year as on date of bid submission essentially engaged working in the area of legal consultancy, framing of rules/acts related services, Legal Administration and drafting of appeals/reply for court cases especially Hon'ble Supreme/High court.</td>
<td>Certificate from CS/ HR/ Authorized Signatory</td>
</tr>
</tbody>
</table>

2) **In addition to the provisions regarding the qualifications of the bidders as set out above:**

   a. The procuring entity shall disqualify a bidder as per the provisions under “Clause: Exclusion / Disqualification of bids in Chapter-5: ITB”; and

   b. The procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.
3) **Technical Evaluation:**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Basic Requirement</th>
<th>Specific Requirements</th>
<th>Eligibility Benchmark</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Manpower Strength</td>
<td><strong>A team of:</strong></td>
<td>Undertaking by head of the firm on Letterhead with number of manpower for each category mentioned certified by head of HR / CS of the firm</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1. Brief profile of the organization including date of incorporation, Number of employees employed, Number of years of work experiences in handling legal matters</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Principal / Major Clientele list (regular and adhoc) with contact numbers.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. CVs of front line professionals employed or engaged with the firm</td>
<td></td>
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<tr>
<td>2</td>
<td>Presentation</td>
<td>The bidders qualified at the PQ level shall be intimated to deliver a presentation to showcase the eligibility for the project to a committee designated by DES. The minimum eligibility marking on a scale of 100 for a bidder to be eligible is 70. It is applicable for individual items of point 3 of this chapter.</td>
<td>The date of presentation shall be intimated to the bidders separately. Evaluation will be based on quality of submissions and presentation based on understanding of the objectives of the assignment and the extent to which the bidder’s approach and work plan respond to the objectives indicated in the Scope of Work.</td>
</tr>
</tbody>
</table>

4) **Evaluation criteria:**

The selection of the firm for opening of financial bid is processed on the following benchmarks:

- **Team Strength**  
  -15
- **Client Profile**  
  -15
- **Understanding of Assignments**  
  -25
- **Previous assignments for Govt./PSUs**  
  -20
- **Nature of works undertaken**  
  -25

**Total Marks**  
100

**Note:** The firm(s) scores 70 out of 100 marks shall/should be treated as technically qualified and whose financial bid be opened. The date/time /venue of financial bid opening will be intimated in due course of time to the technically qualified bidder/s.
4. SCOPE OF WORK, DELIVERABLES & TIMELINES

4.1 Scope of work

The scope of work envisaged to be completed by the selected agency is:

a) To provide advice on legal matters pertaining to various Bills / Acts / Rules / Regulations or proposed amendments there-on.

b) Be required to prepare and scrutinize legal documents like Memorandum of Association, Memorandum of Understanding, Bye-laws, Rules, Contracts, Agreements, etc.

c) To help draft the legal clauses of Projects / Request for Proposals / Agreements / MoUs / Any other documents.

d) Drafting Special Leave Petition / Writ Petition / Other petitions to be filed in Hon’ble (Supreme Court, High Courts, District Courts, various tribunals etc.) Courts of India.

e) To prepare the Draft of Act, Rules, Regulation and Notification for the Departments of Government of Rajasthan.

f) To prepare the Draft of amendment of Act, Rules, Regulation and Notification for the Department of Government of Rajasthan.

g) To perform such other duties of the legal nature, this may be assigned by GoR (Economics and Statistics Department) from time to time.

Visit to a station other than Head-Quarter:

a) If the Firm is required to go out of the headquarters in connection with Drafting, on behalf of Rajasthan Government (Economics & Statistics Department), he will be entitled for daily fees as mentioned in Annexure-8 for the days of his absence from headquarters, including the days of departure from, intervening holidays and arrival back at the headquarters but no retainer fees will be payable for day of departure.

b) In addition to the fix fees, the Firm will be entitled to claim Miscellaneous expenses for Legal Team members (Retainer ship monthly basis) e.g. Outstation Travel, Accommodation, and Boarding etc. will be reimbursed separately based on actuals to the extent of Government rules. The Firm has to take approval of competent authority of concern department before proceeding on such outstation assignment.

Others Terms and Conditions:

a) The assignment would be for a period of one year effective from date of agreement which could be extended for one more year on same terms and conditions mutually agreed upon.

b) The work / assignment will be communicated to the Law Firm in writing by email / letter by an authorized official of the department. However in urgent and emergent situations the Law Firm should be available for providing verbal legal advice on phone, within a reasonable period of time.

c) The quarterly retainer ship Fee / each assignment fee (on completion of assignment) will be paid to the selected Law Firm.

d) The out of pocket expenses, if any, shall be reimbursed as per mutual understanding and on production of bills.
4.2 Deliverables and Timelines

The assigned task should be completed within the time period mentioned in specific work / assignment order of concerned department of GoR or Economics & Statistics Department, as the case may be.

A full-time servicing/management team must be located in Jaipur or the selected bidder shall locate a full-time servicing/management team in Jaipur within 15 days of obtaining the Work Order. For which a team of experts should be deployed at Jaipur in firm’s office as under:-

1. Deputing a team at Jaipur having members as under –
   a. Project Manager cum Principal Consultant – Master’s Degree in Law from a nationally or internationally reputed Institution. 7 years’ experience in Corporate Law, with minimum two years’ experience of working for any Government Body.
   b. 2 – 4 Sr. Consultants – Bachelor’s Degree in Law from a nationally or internationally reputed Institution. 5 Years’ experience in Corporate Law, with minimum one year experience of working for any Government Body.
   c. 4 – 10 Consultants - Bachelor’s Degree in Law from a nationally or internationally reputed Institution. 3 Years’ experience in Corporate Law.
   d. Support from the sectoral experts at back office of the firm to the in-situ team.

2. The team will work with the officials of concerned departments on task indicated.
3. Payment would be based on satisfactory report of the concerned department.

ROLES & RESPONSIBILITIES

Responsibilities of DES

Owner of the legal services is DES; the role of DES includes discharging the following responsibilities:
- To ensure that the concerned officers and officials of various departments take active utilization of legal service from qualifier/selected bidder.
- To conduct review meeting, if needed, to monitor the overall service delivery.
- To facilitate resolving issues to the resources deployed at DES.
- To co-ordinate with the Selected Bidder for any formats/templates.
- To process the payments after receipt of satisfactory work performance report from concerned department/PSUs to successful bidder.

Roles and responsibilities of deputed Team/members by selected bidder

The table mentioned below depicts the scope of each type of consultant. The table mentioned at “Chapter 8, Minimum Manpower Resources” gives the expected number of consultants required by DES in each consultant type to set-up the legal team.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Consultant Types</th>
<th>Responsibility / Functions</th>
</tr>
</thead>
</table>
| 1.    | Project Manager cum Principal Consultant | • The Project Manager cum Principal Consultant shall take care of the overall project and will be SPOC for tendering authority.  
• He/ She has to interact with many stakeholders like Planning Dept. /DES/ PSUs/ Corporations/ Other Govt. Departments  
• Project Manager cum Principal Consultant has to work closely with other team members and shall be responsible for overall |
<table>
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<tr>
<th>S. No.</th>
<th>Consultant Types</th>
<th>Responsibility / Functions</th>
</tr>
</thead>
</table>
|       | Project Manager cum Principal Consultant | work assigned to legal team.  
- Project Manager cum Principal Consultant shall have wide knowledge of Constitution/Various effective Laws in state, Law affairs and IT.  
- He/She should be able to facilitate implementation of ISO Standards in legal consultancy  
- He/She should have knowledge and should be able to implement International Best Practices in relevant area of law, law replications and framing of policies  
- He/ She should liable for establishing coordination among DES, Legal team, Bidder and other stakeholders.  
- The Project Manager cum Principal Consultant shall draft the [concession agreement and related Project agreements (the “CA”), on the basis of the MCA provided by the Authority.]  
- The Project Manager cum Principal Consultant shall advise the Authority on all legal matters associated with the successful conduct of the Bidding Process and execution of the Concession Agreement with the selected bidder. This will include a review of the relevant provisions of Applicable Laws in order to determine that the CA is compatible with these provisions. In case of any incompatibility, the Legal Adviser shall recommend the course of action to be adopted.  
- The Project Manager cum Principal Consultant would be responsible for overall supervision and execution of work rendered by legal team for various stakeholders.  
- Drafting & vetting of legal/ commercial documents/ Agreements, Legal Notices, and its reply.  
- To provide legal briefings, advice and information on Indian laws |
| 2.    | Sr. Law Consultant | Drafting and vetting of Acts / Rules / Regulations / Notifications / MoUs / Contracts etc. for various departments/ stakeholders.  
- Drafting and Vetting of Inter se Commercial Contracts with associate Companies/departments including various Agreement/MoUs/Acts.  
- Supervising and attending pending/new Court Cases, Briefing and conferencing with External Counsel(s) in the matters of the departments/ Govt. Companies  
- Drafting and Vetting of Petitions, Written Statements, Replications, Affidavits, Legal Notices, Miscellaneous Applications and suits of various nature etc.  
- Provide support to external legal counsel(s) in terms of all necessary information in matters related to litigation.  
- Perform a preliminary Due Diligence, Ensure the collection of all required legal documents & Liaison with Public Authorities and Departments as required.  
- Maintain attendance and work performance reports of legal team deputed by the successful bidder.  
- Submission of weekly work performance report of resources |
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Consultant Types</th>
<th>Responsibility / Functions</th>
</tr>
</thead>
</table>
|       |                  | available with legal team to DES.  
|       |                  | • Suggest suitable legal framework for various policies of state government.  
|       |                  | • To prepare cases and appear in various Courts for the cases assigned to it on behalf of GoR, if asked to do so.  
|       |                  | • To perform such other duties of the legal nature, this may be assigned by DES from time to time.  |
| 3.    | Law Consultants  | • To assist Project Manager cum Principal Consultant/Sr. Law Consultants in all matters.  
|       |                  | • Work under the supervision of Project Manager cum Principal Consultant & Sr. Law Consultants with consultation of DES/GoR. |
5. INSTRUCTION TO BIDDERS (ITB)

1) Download of Bidding/ Tender Documents (Sale of Sale of Bidding/ Tender Documents)

   (i) The sale of bidding documents shall be commenced from the date of publication of NIB and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the SPPP and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.

   (ii) The bidding documents shall be made available to any prospective bidder who pays the price for it in cash or by bank demand draft, banker’s cheque.

   (iii) Bidding documents purchased by Principal of any concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa.

2) Pre-bid Meeting/ Clarifications (Annexure-9)

   (i) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.

   (ii) A pre-bid meeting is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such meeting shall be intimated to all bidders and where applicable, shall be published on the respective websites.

   (iii) The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under:

       (a) Last date of submitting clarifications requests by the bidder : as per NIB

       (b) Response to clarifications by procuring entity: as per NIB

   (iv) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

3) Changes in the Bidding Document

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

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

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

   (iv) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity; provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.
4) **Period of Validity of Bids**  
(i) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document i.e.90 day from the bid submission deadline. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.  
(ii) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.  
(iii) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

5) **Format and Signing of Bids**  
(i) Bidders must submit their bids online at e-Procurement portal i.e. [http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in).

(ii) All the documents uploaded should be digitally signed with the DSC of authorized signatory and uploaded only in PDF format with clear readability and prescribed filename as mentioned in the table below.

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

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

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Fee Details</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Bidding document Fee (Tender Fee), RISL Processing Fee(e-Procurement), and Bid Security</td>
<td>Instrument / Proof of submission (PDF)</td>
</tr>
<tr>
<td></td>
<td>Eligibility Documents</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>All the documents mentioned in the “Eligibility Criteria”, in support of the eligibility</td>
<td>As per the format mentioned against the respective eligibility criteria clause of chapter 3 along with Annex.-1,2,3,7 &amp; 10. (PDF)</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 -4 (PDF)</td>
</tr>
<tr>
<td>2.</td>
<td>Financial Bid–Format</td>
<td>As per BoQ (.XLS) format available on eProcurement portal Annexure - 8</td>
</tr>
</tbody>
</table>

(c) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non- submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the bidder.
6) **Bid Security**
Bid security shall be 2% of the estimated value of subject matter of procurement put to bid.

(i) Bid security (BD) shall be solicited from all participating bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government (GoR) and undertakings of the Central Government. However, a bid security declaration shall be taken from them. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 0.5% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 1% of the amount of supply order.

(ii) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the sealed bid.

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

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

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

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

(vi) The bank guarantee 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.

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

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

1) when the bidder withdraws or modifies its bid after opening of bids;

2) when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;

3) when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;

4) when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and

5) if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

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

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

(xi) 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.
(xii) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
1) the expiry of validity of bid security;
2) the execution of agreement for procurement and performance security is furnished by the successful bidder;
3) the cancellation of the procurement process; or
4) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

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

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

9) **Deadline for the submission of Bids**
   (i) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
   (ii) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non- working day, the Bids shall be received or opened on the next working day.

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

(i) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.

(ii) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.

(iii) 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.

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

(v) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the:
   1) bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
   2) bid is valid for the period, specified in the bidding document;
   3) bid is unconditional and the bidder has agreed to give the required performance security; and
   4) other conditions, as specified in the bidding document are fulfilled.

(vi) 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.

(vii) 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

Selection Method shall be Least Cost Based Selection (LCBS) and L-1 shall be calculated on composite basis by giving 75% weightage to "Grand Total of Option A (in INR)" and 25% weightage to "Grand Total of Option B (in INR)" as per financial bid/BoQ.

13) Clarification of Bids

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

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

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

(iv) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
14) Evaluation & Tabulation of Technical Bids

(i) Determination of Responsiveness:
1) A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where:
   (a) “deviation” is a departure from the requirements specified in the bidding document;
   (b) “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
   (c) “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.
2) A material deviation, reservation, or omission is one that,
   (a) if accepted, shall:-
       affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
   (b) limits in any substantial way, inconsistent with the bidding documents, the procuring entity’s rights or the bidder’s obligations under the proposed contract; or
   (c) if rectification, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
3) 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.
4) The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

(ii) Non-material Non-conformities in Bids:
1) The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
2) The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
3) The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (2) above.

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

(iv) Tabulation of Technical Bids:
1) If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the
qualification of the bidders against the criteria for qualification set out in the bidding document.

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

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

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

15) Evaluation & Tabulation of Financial Bids
Subject to the provisions of “Acceptance of Successful Bid and Award of Contract” below, the procuring entity shall take following actions for evaluation of financial Bids:-

(i) For two part / cover Bid system, the financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present

(ii) the process of opening of the financial Bids shall be similar to that of technical Bids.
(iii) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded
(iv) conditional Bids are liable to be rejected
(v) the evaluation shall include all costs and all taxes and duties applicable but excluding service tax to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied
(vi) the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order.
(vii) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
(viii) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
(ix) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

16) Correction of Arithmetic Errors in Financial Bids
The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

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

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

(iii) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.
17) **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**

(i) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.

(ii) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.

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

(iv) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency, the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.

(v) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.

(vi) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.

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

19) **Exclusion of Bids/ Disqualification**

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

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

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

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

20) Lack of competition
(i) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
1) the Bid is technically qualified;
2) the price quoted by the bidder is assessed to be reasonable;
3) the Bid is unconditional and complete in all respects;
4) there are no obvious indicators of cartelization amongst bidders; and
5) the bidder is qualified as per the provisions of pre-qualification / eligibility criteria in the bidding document

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

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

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

21) Right to vary quantity
(i) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.

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

22) Acceptance of the successful Bid and award of rate contract
(i) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent,
the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.

(ii) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.

(iii) Before award of the rate contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.

(iv) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.

(v) The procuring entity shall award the rate contract to the bidder(s) whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder(s) has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.

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

(vii) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an “Agreement for rate contract” within fifteen days from the date on which the letter for rate contract is dispatched to the bidder, in the format provided by DES to the successful bidder on a non-judicial stamp of requisite value with an intimation to convert the “Bid Security” (EMD), submitted to DES, into “Security Deposit” (SD).

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

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

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

24) 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.

25) Security Deposit (SD)
(i) Refund of SD: The SD shall be refunded after three (03) months of the expiry of the rate contract period.

(ii) Forfeiture of SD: The SD taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -

1) When any terms and condition of the rate contract is breached or cancelled
2) when the bidder does not accept any work order(s) issued anytime during the period of rate contract
3) when the bidder fails to commence the supply of the goods or service or execute work issued under this rate contract
4) when the bidder does not deposit the requisite performance security within the period specified in the individual work order(s), issued under this rate contract

(iii) Notice will be given to the bidder with reasonable time before Security Deposit (SD) deposited with DES is forfeited.
(iv) No interest shall be payable on the deposited SD.

26) Execution of Agreement for Rate Contract
(i) A procurement contract shall come into force from the date on which the letter of rate contract is despatched to the bidder.
(ii) The successful bidder shall sign the Agreement for Rate Contract (Annexure-5) within 15 days from the date on which the letter of rate contract or letter of intent is despatched to the successful bidder.
(iii) If the bidder, who has been selected for rate contract, fails to sign a written agreement for rate contract or fails to furnish the required security deposit within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the rate contract with the bidder and debar the bidder to participate in any future bid.
(iv) The bidder will be required to execute the agreement for rate contract on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

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

28) Performance Security Deposit
After receiving the letter of intent (LoI), the bidder shall be responsible to deposit the requisite Performance Security Deposit (PSD) within the prescribed time period as specified in each LoI(s) prior to execution of agreement:
(i) Performance security deposit (PSD) shall be solicited from successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government (GoR) and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
(ii) The amount of performance security shall be 5% of the amount of work / supply order in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.
(iii) Performance security shall be furnished in any one of the following forms:

1) Bank Draft or Banker’s Cheque of a scheduled bank;
2) National Savings Certificates and any other script / instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
3) Bank guarantee/s of a scheduled bank (Annexure-11), in case the amount of PSD is more than 10 lakhs. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
4) Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

(iv) Performance security furnished in the form specified in sub clause [d.] of I above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and defect liability period as specified in each individual work order(s).

(v) Forfeiture of Performance Security Deposit (PSD): PSD amount in full or part may be forfeited, including interest, if any, in the following cases:

1) When any terms and condition of the contract is breached.
2) When the bidder fails to make complete supply satisfactorily.
3) if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

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

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

29) Confidentiality

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

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

(ii) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.
(iii) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.

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

30) Cancellation of procurement process

(i) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.

(ii) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it –

1) at any time prior to the acceptance of the successful Bid; or

2) after the successful Bid is accepted in accordance with (d) and I below.

(iii) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.

(iv) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.

(v) If the bidder who’s Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.

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

1) cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;

2) rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

31) Code of Integrity for Bidders

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

(ii) The code of integrity include provisions for:

1) Prohibiting

(a) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;

(b) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

(c) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;

(d) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;

(e) any financial or business transactions between the bidder and any officer or employee of the procuring entity;
(f) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

(g) any obstruction of any investigation or audit of a procurement process;

2) disclosure of conflict of interest;

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

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

1) exclusion of the bidder from the procurement process;

2) calling-off of pre-contract negotiations and forfeiture or encashment of bid security;

3) forfeiture or encashment of any other security or bond relating to the procurement;

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

5) cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;

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

32) Conflict of Interest

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

(i) they have controlling partners in common;

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

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

(iv) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;

(v) A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or

(vi) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Eligibility Criteria documents, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager cum Principal Consultant for the contract.

33) Interference with Procurement Process

A bidder, who:

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

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

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

(iv) fails to provide/deposit performance security or any other document or security required in terms of the bidding documents after being declared the successful
bidder, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

34) Appeals

(i) Subject to “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

1) Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:

2) Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.

(ii) The officer to whom an appeal (Annexure-6) is filed under (i) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.

(iii) If the officer designated under (i) above fails to dispose of the appeal filed under that sub-section within the period specified in (ii) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (ii) above or of the date of receipt of the order passed under (ii) above, as the case may be.

(iv) Form of Appeal:

1) Every appeal under (i) and (iii) above shall be as per Annexure-6 along with as many copies as there are respondents in the appeal.

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

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

(v) Fee for Appeal; Fee for filing appeal:

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

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

(vi) Procedure for disposal of appeal:

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

2) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

(a) hear all the parties to appeal present before him; and
(b) peruse or inspect documents, relevant records or copies thereof relating to the matter.

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

4) The order passed under (i) shall also be placed on the State Public Procurement Portal.

(vii) 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.

35) **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.

36) **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.

37) **Offenses by Firms / Companies**

(viii) 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.

(ix) Notwithstanding anything contained in (i) 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.

(x) For the purpose of this section-

1) “company” means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and

2) “director” in relation to a limited liability partnership or firm, means a partner in the firm.
(xi) 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.

38) Debarment from Bidding

(i) A bidder shall be debarred by the State Government if he has been convicted of an offence

1) under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or

2) under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

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

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

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

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

39) Monitoring of Contract

(i) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.

(ii) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder’s premises where the work is being completed may be inspected.

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

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

(v) No new partner/partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder’s receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
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 Procuring Authority and the successful / selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

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

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

d) “Day” means a calendar day.

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

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”/“Procuring Authority” means the entity procuring the services, as specified in the bidding document.

h) “Related Services” means the services incidental to the training, and other similar obligations of the successful / selected bidder under the Contract.

i) “Supplier / Successful or Selected bidder” means the person, private or government entity, or a combination of the above, ... 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 of the services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions, he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

1) **Contract Documents**

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

2) **Interpretation**

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

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

c) **Amendment:** No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
d) **Non-waiver:** Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

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

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

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

   b) The successful / selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

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

   b) A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

5) **Governing Law**
   The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State / the Country (India), unless otherwise specified in the contract.

6) **Scope of Services**
   a) Subject to the provisions in the bidding document and contract, the services to be provided shall be as specified in the bidding document.

   b) Unless otherwise stipulated in the Contract, the scope of services shall include all such details / related activities not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery of the services as if such details / related activities were expressly mentioned in the Contract.

7) **Delivery of services**
   a) Subject to the conditions of the contract, the delivery of the services and completion shall be in accordance with the schedule approved and provided to the selected bidder by DES.

   b) The contract for the services can be repudiated at any time by the Officer in charge, if the service delivery is not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
8) **Selected Bidder’s Responsibilities**

The Selected Bidder shall deliver services included in the scope of work in accordance with the provisions of bidding document and / or contract.

9) **Purchaser’s Responsibilities**

The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

10) **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.

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

12) **Taxes & Duties**
   a) The Rajasthan Value Added Tax and Service Tax, if applicable, should not be included in the bid price and shall be paid / deducted at source by DES separately on prevailing rates. All other taxes, duties, license fee and levies shall be included in the bid price.
   b) TDS, if applicable for any tax, shall be done as per law in force at the time of execution of the contract.
   c) If any tax exemptions, reductions, allowances or privileges may be available to the successful / selected bidder in India, the Purchaser shall use its best efforts to enable the successful / selected bidder to benefit from any such tax savings to the maximum allowable extent.

13) **Copyright**

The copyright in all materials containing data and information furnished to the Purchaser by the Selected Bidder herein shall remain vested in the DES, or, if they are furnished to the Purchaser directly or through the Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

14) **Confidential Information**
   a) The Purchaser and the Selected Bidder shall keep all informations w.r.t. contract and services delivered or rendered under contract confidential and shall not, without the written consent of the other party hereto, divulge to any third party any information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
   b) The Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for
the Subcontractor to perform its work under the Contract, in which event the Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Selected Bidder.

c) The Purchaser shall not use such documents, data, and other information received from the Selected Bidder for any purposes unrelated to the Contract. Similarly, the Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the procurement, or other work and services required for the performance of the Contract.

d) The obligation of a party under sub-clauses above, however, shall not apply to information that:
   i. the Purchaser or Selected Bidder need to share with DES or other institutions participating in the Contract;
   ii. now or hereafter enters the public domain through no fault of that party;
   iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
   iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.

f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

15) Sub-contracting
   a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser / Tendering Authority.
   b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.
   c) Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract.

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

17) Specifications and Standards
   The services provided under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.

18) Extension in Delivery Period and Liquidated Damages (LD)
   a) Except as provided under clause “Force Majeure”, if the selected bidder fails to deliver any or all of the Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding
document and/or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause “Termination”.

b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the selected bidder shall arrange services within the specified period.

c) Delivery period may be extended with or without liquidated damages, if the delay in the delivery of services is on account of hindrances beyond the control of the selected bidder.

i. The selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the service within the stipulated delivery period or is unable to maintain prorate progress in the service delivery. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before expiry of stipulated period of delivery of service after which such request shall not be entertained.

ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of service and the periods of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.

iii. Normally, extension in delivery of service may be considered without liquidated damages when delay has occurred due to delay in details etc, if the DES was required to provide them to the service provider as per terms of the contract.

iv. If the competent authority agrees to extend the delivery period/schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed delivery of service.

v. It shall be at the discretion of the concerned authority to accept or not to accept the services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered service.

vi. If DES is in need of the service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.

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

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

i. Fraction of a day in reckoning period of delay in delivery and completion of work shall be eliminated, if it is less than half a day.
ii. The maximum amount of liquidated damages shall be 10% of the contract value.
iii. *The percentage refers to the payment due for the associated milestone for service.

19) Limitation of Liability
 Except in cases of gross negligence or wilful misconduct:
 a) neither party shall be held liable to the other party for any indirect or consequential loss or damage, loss of use, loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the selected bidder to pay liquidated damages to the Purchaser; and
 b) the aggregate liability of the selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract.

20) Force Majeure
 a) The selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
 b) For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
 c) If a Force Majeure situation arises, the selected bidder shall promptly inform /notify the DES in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by DES, the selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
 d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
 e) In case a Force Majeure situation occurs with the DES, the DES may take the case with the selected bidder on similar lines.

21) Change Orders and Contract Amendments
 a) The Purchaser may at any time order the selected bidder through Notice, to make changes within the general scope of the Contract and in the related services to be provided by the selected bidder.
 b) If any such change causes an increase or decrease in the cost of, or the time required for, the selected bidder’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the delivery and completion Schedule, or both, and the Contract shall be accordingly should amended. Any claims by the selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the selected bidder’s receipt of the Purchaser’s change order.
 c) Prices to be charged by the selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the selected bidder for similar services.

22) Termination
 a) Termination for Default
i. The tender sanctioning authority may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part: -
   a) If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by DES; or
   b) If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
   c) If the selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
   d) If the selected bidder commits breach of any condition of the contract.

ii. If DES terminates the contract in whole or in part, amount of PSD may be forfeited.

iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

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

c) **Termination for Convenience**
   i. DES, by a written notice of at least 30 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
   ii. Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

23) **Settlement of Disputes**
   a) **General:** If any dispute arises between the selected bidder and GoR (DES) during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the selected bidder.
   b) **Legal Jurisdiction:** All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.
4. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1) Payment Terms and Schedule

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

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Deliverable</th>
<th>Payment</th>
<th>Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Deliverables as per Chapter 4 of the RFP for each activity in the scope of work</td>
<td>On Quarterly basis</td>
<td>Payment shall be released after approval of the said documents in triplicate and deliverables as submitted to DES.</td>
</tr>
<tr>
<td></td>
<td>100% of the cost as provided in the financial bid format, after deducting penalties and LD (if any)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

b) All payments would be made on the basis of actual services rendered by the legal team member(s) will be verified, validated and approved by the appropriate officer-in-charge (OIC)/Project Managers/Nodal Officer before payments are released to the service provider as per the terms and conditions of the RFP.

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

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

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

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

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

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

2) Service Level Standards/ Requirements/ Agreement

a. Manpower Availability Service Levels

   The selected bidder shall deploy on-site minimum manpower resources as given in Annex.-8 who are dedicated solely to look after the Legal services and consultancy work. Every resource shall be equipped with laptop for day to day work. DES would not be responsible for Laptop / Desktop for deployed resources.
The selected bidder shall provide detailed CV of each of the resource being provided to DES before deployment of the resource at Jaipur. DES may conduct interview of candidates before deployment. Provisions of leave reserve, providing leaves and other facilities / perks shall be as per bidder’s prevailing policies / practices which shall be taken care by bidder without any liability and/or financial implications on the part of Purchaser. However each resource is allowed to take 18 leaves in a year which shall be earned leaves i.e. 1.5 days per month.

The successful bidder is required to arrange refresher course for the deployed manpower in their respective domain for knowledge upgradation and technological advancement with approval of tendering authority. The duration for training shall not be considered as leave for that profile.

b. Replacement or Exit of Resource
i. Replacement of resource shall generally not be allowed. The replacement of resource by the selected bidder after deployment will be allowed (without penalty) only in case, the resource leaves the organization by submitting resignation with the present employer or cannot continue working due to medical reasons (supported by Doctor’s Certificate) or due to any unavoidable circumstances subject to the satisfaction of DES.

ii. An additional penalty of INR 20,000 per resource will be levied if a resource is removed from the project by the bidder but found shifted to other works of the bidder.

iii. In case of failure to meet the expectation of the concerned department or DES, (which includes efficiency, cooperation, discipline and performance) the bidder may be asked to replace the resource without any penalty.

iv. The replaced resource will be accepted only if he/she fulfils the minimum eligibility criteria with equal or better qualification of the leaving resource and is found suitable to the satisfaction of the DES. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of DES.

v. The organisation shall be allowed 15 days to replace the resource, failure of which would lead to a penalty of INR 3,500 per day from the 15th day until the replacement is done.

c. Penalty for absence of resources
In the case of absence (apart from government holidays or preapproved leaves) of a consultant or motivator during the agreed period, a penalty per working day per resource will be levied on such absence for each consultant/ resource as below.

- For Project Manager cum Principal Consultant : INR 2,000 per day
- For Senior consultant: INR 1,000 per day
- For Consultant: INR 500 per day

No resource shall be absent without prior permission of the designated authority. Penalty on non-availability of any resource shall be as under:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>No. of absence per role in quarterly period</th>
<th>Applicable Penalty / Actions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>&gt; 0 but &lt;= 15</td>
<td>No. of absence in days x Amount defined in the clause “c” of above mentioned table (Minimum Manpower Resources) for given role in a quarterly period</td>
</tr>
<tr>
<td>2.</td>
<td>&gt; 15 but &lt;=30</td>
<td>No. of absence in days x 1.5 x Amount defined in the column “c” of above mentioned table (Minimum</td>
</tr>
</tbody>
</table>
The attendance will be verified by the nodal officer of DES, who will also be authorized to approve leave of absence (max 18 days in a year, with pay).

d. **Additional Penalty**

In cases, where DES has to incur monitory losses for any established negligence (for example the lawyer doesn’t attend the court or doesn’t submit the reply in time) on the part of the empanelled Law Firm, the loss shall be made good by the Law Firm. DES shall realize the amount from the Law Firm from its pending bills or from Security Deposit or by raising claims.
ANNEXURE-1: BIDDER’S AUTHORIZATION CERTIFICATE {to be filled by the bidder}

To,
{Procuring entity},
_________________________________________,
_________________________________________,

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

Thanking you,

Name of the Bidder: - 
Verified Signature: 

Authorised Signatory: -

Seal of the Organization: -

Date: __________

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

To,

{Procuring entity},

____________________________,

In response to the NIB Ref. No. _____________________________ dated ___________ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. of ____________________________________, I/ We hereby declare that presently our Company/ firm _________________, at the time of bidding,: -

a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;

b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;

c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.

d) does not have any previous transgressions with any entity in India or any other country during the last three years

e) does not have any debarment by any other procuring entity

f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;

g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

h) does not have a conflict of 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-3: CERTIFICATE OF CONFORMITY / NO DEVIATION DECLARATION BY BIDDER {to signed by selected bidder}

To,
{Procuring Entity},
______________________________________

CERTIFICATE

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

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

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

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

Thanking you,

Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -
Date: ____________
Place: ____________

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ANNEXURE-4: FINANCIAL BID COVER LETTER & FORMAT COVER LETTER {to be submitted by the bidder on his Letter head}

To,

{Procuring Entity},

__________________________________________________________________________

Reference: NIB No. :__________________________ Dated:________

Dear Sir,

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

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

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

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

I / We agree to abide by this bid for a period of _____ days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. We understand that you are not bound to accept the lowest or any bid you may receive.

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

Date:

Authorized Signatory

Name:

Designation:
ANNEXURE-5: DRAFT AGREEMENT FORMAT {to be mutually signed by selected bidder and procuring entity}

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

And

M/s__________________, a company registered under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State / Union, as applicable for dealing in the subject matter of procurement / Indian Companies Act, 1956 / Indian Partnership Act, 1932 with its registered office at __________________________ (herein after referred as the “Successful Bidder/Supplier”) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas,

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

And whereas

M/s__________________ represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing the required services against said 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 successful bidder and has placed the Work Order vide Letter No. ________________ dated_________, on which successful bidder has given their acceptance vide their Letter No. ________________ dated ____________.

And whereas

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

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

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

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

3. The DES do hereby agree that if successful bidder shall duly provide services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the
DES will pay or cause to be paid to successful bidder, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.

4. The timelines for the prescribed Scope of Work, requirement of services and deployment of resources shall be effected from the date of work order i.e. ____________ and completed by successful bidder within the period as specified in the RFP document.

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

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<td>c.</td>
<td>Delay exceeding half but not exceeding three fourth of the prescribed period of delivery of services</td>
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<tr>
<td>d.</td>
<td>Delay exceeding three fourth of the prescribed period of delivery of services</td>
<td>10.0%</td>
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</tbody>
</table>

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

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

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

6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document. In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this _____ day of _______________, 2016.

Signed By: Om Prakash Bairwa
Designation: Director, Economics & Statistics
Company: Govt. of Rajasthan

In the presence of:

Signed By: ( )
Designation: ( )
Company: ( )

In the presence of:

( )
Designation: ( )
Company: ( )

( )
Designation: ( )
Company: ( )
ANNEXURE-6: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal No ..........of .............
Before the ......................... (First/ Second Appellate Authority)

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

2. Name and address of the respondent(s):
   a. <please specify>
   b. <please specify>
   c. <please specify>

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

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

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

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

7. Prayer:<please specify>

   Place ..........................................

   Date ..........................................

   Appellant's Signature
## ANNEXURE-7: FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR PRE-QUALIFICATION EXPERIENCE

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

Please attach a copy of the work order/Judgment order/ purchase order/ letter from the customer for each project reference as mentioned in PQ criteria
ANNEXURE-8: FINANCIAL BID FORMAT (To Be SUBMITTED BY BIDDER IN BoQ format AVAILABLE AT E-PROC Portal)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item Description (Type of Resource/Activity)</th>
<th>Approx. Qty.</th>
<th>Unit</th>
<th>Monthly rate for resource (1.1 to 1.3) Rate per resource (in INR) including all taxes but excluding Service tax</th>
<th>No. of Months for which Services are required</th>
<th>Total Price including all taxes but excluding Service tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7= 3x5x6</td>
</tr>
<tr>
<td>1</td>
<td>Option (A)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Project Manager cum Principal Consultant</td>
<td>1</td>
<td>Nos.</td>
<td></td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Senior Consultant</td>
<td>2</td>
<td>Nos.</td>
<td></td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Consultant</td>
<td>4</td>
<td>Nos.</td>
<td></td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Option (B)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Per Opinion- Written legal opinion (50 per year)</td>
<td>50</td>
<td>Nos.</td>
<td></td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Per Hour charges- For Drafting and/or reviewing documents (250 Hrs./Per year)</td>
<td>250</td>
<td>Nos.</td>
<td></td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>Per Petition Fess- Drafting Special Leave petition/ Writ Petition/Other petition to be filed in courts (25 petitions per year)</td>
<td>25</td>
<td>Nos.</td>
<td></td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>2.4</td>
<td>Out stationed Journey Job (100 Journeys)</td>
<td>100</td>
<td>Nos.</td>
<td></td>
<td>12</td>
<td></td>
</tr>
</tbody>
</table>

Total (in INR) Rupees

Total (in words): Rupees

Note:- Selection Method shall be Least Cost Based Selection (LCBS) and L-1 shall be calculated on composite basis by giving 75% weightage to "Grand Total of Option A (in INR)" and 25% weightage to "Grand Total of Option B (in INR)"

Service Tax shall be paid as per applicable rates.
**ANNEXURE-9: PRE-BID QUERIES FORMAT** [to be filled by the bidder]

Name of the Company/Firm: __________________________________________

Bidding Document Fee Receipt No. __________ Dated_________ for Rs. _____________/-

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

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

Company/Firm Contacts:

<table>
<thead>
<tr>
<th>Contact Person(s)</th>
<th>Address for Correspondence</th>
<th>Email-ID(s)</th>
<th>Tel. Nos. &amp; Fax Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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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-10: TENDER FORM DETAILS

1) **Addressed to:**

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

2) **Firm Details:**

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Name of Contact Person with Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Registered Office Address</th>
<th>Address of the Firm</th>
<th>Year of Establishment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Firm</th>
<th>Public Limited</th>
<th>Private Limited</th>
<th>Partnership</th>
<th>Proprietary Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Put Tick( √ ) mark</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone Number(s)</th>
<th>Email Address/ Web Site</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Email:</td>
</tr>
<tr>
<td></td>
<td>Web-Site:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fax No.</th>
<th>Mobile Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Mobile:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Certification/Accreditation/Affiliation, if Any</th>
</tr>
</thead>
<tbody>
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<td></td>
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</tbody>
</table>

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

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

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

5) We agree to abide by all the terms and conditions mentioned in this form issued by the Tendering Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

Name & Seal of the firm: ________________________

Authorized Signatory: __________________________
ANNEXURE-11: BANK GUARANTEE FORMAT PERFORMANCE SECURITY (PBG)

(To be submitted by selected agency)

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

To,
The Director and Joint Secretary,
Directorate of Economics and Statistics,
Yojana Bhawan, C-Block,
Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

1. In consideration of the Director and Joint Secretary, Directorate of Economics and Statistics (hereinafter called "DES") having agreed to exempt M/s ...........................................(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No..............................dated ...................................made between the DES through ................. and ............................................(Contractor) for the work .................(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs......................(rupees ........................................only), we .................(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of ................. Contractor(s) do hereby undertake to pay to the DES an amount not exceeding Rs......................(Rupees..............................only) on demand.

2. We.................. (Indicate the name of Bank), do hereby undertake to pay Rs...................... (Rupees..............................only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the DES. Any such demand made on the bank by the DES shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the DES and We.................. (Indicate the name of Bank), bound ourselves with all directions given by DES regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs...................... (Rupees..............................only).

3. We..................(indicate the name of Bank), undertake to pay to the DES any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.

4. We..................(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of DES under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the DES certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We..................(indicate the name of Bank) further agree with the DES that the DES shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the DESL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on
the part of the DES or any indulgence by the DES to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us .......................... (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We ................................. (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the DES in writing.

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

9. It shall not be necessary for the DES to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the DES may have obtained or obtain from the contractor.

10. We ............................... (indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.

11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

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

Signature

(Name & Designation)

Bank’s Seal

The above performance Guarantee is accepted by the DES

For and on behalf of the DES

Signature

(Name & Designation)