# Government of Rajasthan
## Planning (Manpower) Department

**Ground Floor, B-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.**

No. DPMP/GAZE/RFP/P-20/2019/1314  
**Date:** 26.11.2019

Planning (Manpower) Department invites e-bids from the eligible bidder for the following:

<table>
<thead>
<tr>
<th>Unique bid No.</th>
<th>PLM1920SL.0B00001</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Particulars</strong></td>
<td>for Writing and Updation of District Gazetteers of 6 Districts</td>
</tr>
<tr>
<td><strong>Estimated Cost/EMD</strong></td>
<td>Rs. 30.00 Lacs</td>
</tr>
<tr>
<td><strong>Start date of sale of bid</strong></td>
<td>28-11-2019</td>
</tr>
<tr>
<td><strong>Last date of Sale of bid</strong></td>
<td>20-12-2019</td>
</tr>
</tbody>
</table>

Details can be seen on the websites [https://sppp.rajasthan.nic.in](https://sppp.rajasthan.nic.in), [www.planning.rajasthan.gov.in](http://www.planning.rajasthan.gov.in). Bids are to be submitted through [http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in).

(Rajendra Singh Tanwar)  
Director & Joint Secretary

(राजेन्द्र सिंह तंवर)
निरीक्षक एवं संयुक्त शासन रत्नस्थल
अध्यक्ष (कार्यालय) विभाग
सांस्कृतिक विभाग
REQUEST FOR PROPOSAL
For
Selection of Bidder/Institutes for data collection, analysis and writing of the District Gazetteers
through Open Competitive Bidding

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<th>Mode of Bid Submission</th>
<th>Online through 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><strong>Procuring Authority</strong></td>
<td>Director  Planning (Manpower) Department Jaipur (Rajasthan)</td>
</tr>
<tr>
<td><strong>Date &amp; Time of Pre-bid meeting</strong></td>
<td>04.12.2019 &amp; 11.00 AM</td>
</tr>
<tr>
<td><strong>Last Date &amp; Time of Submission of Bid</strong></td>
<td>20.12.2019 &amp; 3.00 PM</td>
</tr>
<tr>
<td><strong>Date &amp; Time of Opening of Technical Bid</strong></td>
<td>23.12.2019 &amp; 11.00 AM</td>
</tr>
</tbody>
</table>

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

RISL Processing Fee: One Thousand Only (Rupees 1000 only)

<table>
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<tr>
<th>Name of the Bidding Company/Firm</th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Contact Person (Authorized Bid Signatory):</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Correspondence Address:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Mobile No.</strong></td>
<td><strong>Telephone &amp; Fax Nos.:</strong></td>
</tr>
<tr>
<td><strong>Website &amp; E-Mail:</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Planning (Manpower) Department**
Yojana Bhawan, Tilak Marg, C- Scheme, Jaipur, (Rajasthan)
Phone: 0141-2229928, 0141- 2225958, 0141-2229978
Web: [plan.rajasthan.gov.in](http://plan.rajasthan.gov.in)
Email: rajjanshakti-rj@nic.in
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## ABBREVIATIONS AND DEFINITIONS

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<th>Abbreviation</th>
<th>Definition</th>
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<tr>
<td>Act</td>
<td>The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto</td>
</tr>
<tr>
<td>BG</td>
<td>Bank Guarantee</td>
</tr>
<tr>
<td>Bid/ eBid</td>
<td>A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format</td>
</tr>
<tr>
<td>Bid Security</td>
<td>A security provided to the procuring entity by a bidder for securing the fulfillment of any obligation in terms of the provisions of the bidding documents. Also called as EMD.</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>BIFR</td>
<td>Board of Industrial and Financial Reconstruction</td>
</tr>
<tr>
<td>BoM</td>
<td>Bill of Material</td>
</tr>
<tr>
<td>BoQ</td>
<td>Below of quantities</td>
</tr>
<tr>
<td>CCA</td>
<td>Certified Coding Associate</td>
</tr>
<tr>
<td>CMC</td>
<td>Contract Monitoring Committee</td>
</tr>
<tr>
<td>CMMi</td>
<td>Capability Maturity Model Integration</td>
</tr>
<tr>
<td>Competent Authority</td>
<td>An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Director, PLANNING (MANPOWER) DEPARTMENT in this bidding document.</td>
</tr>
<tr>
<td>Contract</td>
<td>A contract entered into between the procuring entity and a selected bidder concerning the subject matter of procurement</td>
</tr>
<tr>
<td>DSC</td>
<td>Digital Signature Certificate</td>
</tr>
<tr>
<td>eGRAS</td>
<td>Online Government Receipts Accounting System</td>
</tr>
<tr>
<td>GoI/ GoR</td>
<td>Govt. of India/ Govt. of Rajasthan</td>
</tr>
</tbody>
</table>
### Goods
All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves.

### IFB
Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)

### INR
Indian Rupee

### ISI
Indian Standards Institution

### ISO
International Organization for Standardization

### ITB
Instruction to Bidders

### LD
Liquidated Damages

### LoI
Letter of Intent

### MSME
Micro, Small & Medium Enterprises

### NIB
Notice Inviting Bid

### NIT
Notice Inviting Tender

### Notification
A notification published in the Official Gazette

### PAN
Permanent Account Number

### PBG
Performance Bank Guarantee

### PC
Procurement/ Purchase Committee

### PDR Act
Public Demand Recovery Act

### PoA
Power of Attorney

### PQ
Pre-Qualification

### PSU
Public Sector Unit

### Pre-bid Meeting
Pre-bid meetings are gatherings scheduled after an invitation for bids or request for proposals is advertised.

### Procurement Process
The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be

### Project Site
Wherever applicable, means the designated place or places.

### Performance Security Deposit (PSD)
Performance Security Deposit shall be deposited by the selected bidder after receiving the work order

### Purchaser/ Procuring Entity
Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. Planning (Manpower) department in this RFP document.

### QCBS
Quality and Cost Based Selection
<table>
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<th><strong>RFP/ Bidding Document</strong></th>
<th>Request for Proposal (Bidding document), an early stage in the procurement process, issuing an invitation for suppliers, through a bidding process, to submit a proposal on a specific commodity or service.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RISL</strong></td>
<td>RajCOMP Info Services Limited</td>
</tr>
<tr>
<td><strong>RTPP Act</strong></td>
<td>Rajasthan Transparency Public Procurement Act</td>
</tr>
<tr>
<td><strong>Services</strong></td>
<td>Any subject matter of procurement other than goods or works and includes physical, warranty, 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>SOP's</strong></td>
<td>Standard Operating Procedures</td>
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<tr>
<td><strong>State Government</strong></td>
<td>Government of Rajasthan (GoR)</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>WO/ PO</strong></td>
<td>Work Order/ Purchase Order</td>
</tr>
</tbody>
</table>
1. INVITATION FOR BID (IFB) & NOTICE INVITING BID

<table>
<thead>
<tr>
<th>Unique Bid Ref. No.</th>
<th>PLM19205LOB00001</th>
</tr>
</thead>
<tbody>
<tr>
<td>NIB Ref. No.</td>
<td>DPMP/GAZE/RFP/P-20/2019/1314 DATED 26.11.2019</td>
</tr>
</tbody>
</table>

| Name & Address of the Procuring Entity | Name: Planning (Manpower) Department, GoR  
Address: B-block, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan) |
|---------------------------------------|------------------------------------------------------------------|

| Name & Address of the Project Officer In-charge (POIC) | Name: Rajendra Singh Tanwar  
Designation: Director  
Address: B-block, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)  
Email: rajjanshakti-rj@nic.in |
|--------------------------------------------------------|------------------------------------------------------------------|

<table>
<thead>
<tr>
<th>Subject Matter of Procurement</th>
<th>RFP for Selection of Bidder/Institutes for data collection, analysis and writing of the District Gazetteers of Six District namely Alwar, Banswara, Jodhpur, Pratapgarh, Hanumangarh and Karauli in Rajastahan through Open competitive bidding</th>
</tr>
</thead>
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<th>Bid Procedure</th>
<th>Single-stage: Two part (envelop) open competitive procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a></th>
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<tr>
<th>Bid Evaluation Criteria (Selection Method)</th>
<th>Combined Quality cum Cost based (CQCBS)</th>
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<th>RISL Fees</th>
<th>Amount (INR) 1000/- (Rupees one thousand only) Mode of payment bankers cheque or DD of scheduled Bank in favour of Managing Director, RISL Jaipur payable at Jaipur.</th>
</tr>
</thead>
</table>

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<th>Websites for downloading Bidding Document, Corrigendum’s, Addendums etc.</th>
<th>Bidding document fee: Rs. 1000/- (Rupees one thousand only) in Banker Cheque/Demand Draft in favour of Director, Planning (Manpower) Department payable at Jaipur.</th>
</tr>
</thead>
</table>

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<tr>
<th>Estimated Procurement Cost</th>
<th>Rs. 3000000.00 (Rupees Thirty Lacs only) approx.</th>
</tr>
</thead>
</table>

| Bid Security and Mode of Payment | Amount (INR): 60000/- (2% of the estimated procurement cost), 0.5% of the estimated procurement cost for MSME of Rajasthan, 1% of the estimated procurement cost for Sick Industries, other than MSME, whose cases are pending with Board of Industrial & Financial Reconstruction  
Mode of Payment: Banker’s Cheque or Demand Draft, of a Scheduled Bank in favour of Director, Planning (Manpower) Department payable at Jaipur or deposit through e-Gras ([http://egras.raj.nic.in/](http://egras.raj.nic.in/)) |
|-------------------------------|------------------------------------------------------------------|
### Performance Security
- **Amount (INR):** 5% of the estimated procurement cost
- **Mode of Payment:** Banker’s Cheque or Demand Draft, of a Scheduled Bank in favour of Director, Planning (Manpower) Department payable at Jaipur or deposit through e-Gras ([http://epras.raj.nic.in/](http://epras.raj.nic.in/))

### Period of Sale of Bidding Document (Start/ End Date)
Dated 28.11.2019 to 20.12.2019 up to 3.00 PM

### Date/ Time/ Place of Pre-bid Meeting
- **Date/ Time:** 04.12.2019 & 11.00 AM
- **Place:** Room No. 317, Third Floor, B-Block, Yojana Bhawan, Tilak Marg, Jaipur
- **Last date of submitting clarifications requests by the bidder:**
- **Response to queries/clarifications by procuring entity:**

### Start/ End Date for the submission of Bids
- **Start Time & Date:** 12.00 PM & 06.12.2019
- **End Time & Date:** 3.00 PM & 20.12.2019

### Submission of Banker’s Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee
- **Start Time & Date:** 11.00 AM & 28.11.2019
- **End Time & Date:** 3.00 PM & 20.12.2019

### Date/ Time/ Place of Technical Bid Opening & Technical Presentation
- **Date:** 23.12.2019
- **Time:** 11.00 AM
- **Place:** Room No. 317, Third Floor, B-Block, Yojana Bhawan, Tilak Marg, Jaipur

### Date/ Time/ Place of Financial Bid Opening
Will be intimated later to the Technically qualified bidders

### Bid Validity
90 days from the bid submission deadline

### Note:-
1. Bidder (authorized signatory) shall submit their offer online in electronic formats both for technical & financial purposes. However, DD for tender fee, RISL processing fee 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 technical bid/cover.
2. In case, any of the bidders fails to physically submit the banker's cheque/DD for tender fee, Bid security and RISL processing fee up to as mentioned in NIB, its
bid shall not be accepted. The banker's cheque/DD for bidding document fee, RISL processing fee and bid security fee be drawn in favour of Director, Planning (Manpower) Department payable at Jaipur from any scheduled Bank.

3. To participate in online bidding process, bidders must procure a Digital signature certificate(type-3) 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, Safescrypt, 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 20.12.2019 must register again).

4. Planning (Manpower) Department, GoR will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid will advance in time so as to avoid 11th hour issues like slow speed, choking of website due to heavy load or any other unforeseen problems.

5. Bidders are also advised to refer "Bidders manual kit" available at e-procurement website for further details about the e-Tendering process.

6. 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 for the bidding document/bidding process unless and until a formal contract is signed and excluded 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 bidder 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 the 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.

(Rajendra Singh Tanwar)
Director
Planning (Manpower) Department
OFFICE OF THE: Director Planning (Manpower) Department, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)  
Telephone: 0141- 2229978, 0141- 2229958, Email: rajjanshakti-rj@nic.in

E-Bids are invited up to 3.00 PM dated 20.12.2019, RFP for Selection of Bidder/Institutes for data collection, analysis and writing of the District Gazetteers through E-tender. Details may be seen in the Bidding Document at the website of State Public Procurement Portal (http://sppp.raj.nic.in), http://eproc.rajasthan.gov.in, Or our website- http://www.plan.rajasthan.gov.in, followed by the submission of bidding document fee: Rs. 1000 (Rupees one thousand only) in Banker Cheque/Demand Draft in favour of “Director, Planning (Manpower) Department" payable at Jaipur & RISL fee of Rs. 1000.00 in favour of "Managing Director, RISL" payable at Jaipur.
2. PROJECT PROFILE & BACKGROUND INFORMATION

2.1 Project Profile

Gazetteers are authentic and responsible documents which describe Socio-economic, political, geophysical, cultural and ecological features and characteristics of an administratively notified area such as nation, state, district or even smaller administrative units. Balanced presentations of material facts with an appropriate interpretation thereof are necessary to be taken up to make the Gazetteers usable as future reference books. The gazetteers also serve as important study material for research and policy planning.

The First District Gazetteer of Rajasthan was published in 1962 for the Barmer District in collaboration with the Central Gazetteers Unit of Government of India. This gazetteer had 19 chapters which included chapters on geophysical, ecological, social, political, economic, cultural features and characteristics of the district of Barmer. The data included in this Gazetteer had pertained to the period ended in 1960-61.

(Earlier published gazetteers (e-book) are available on website http://statistics.rajasthan.gov.in.)

Now, the Government of Rajasthan has decided that previously published District Gazetteers of various districts must be revised/re-written by fixing the Base year as 2017-18. The District Gazetteer must comprise 19 chapters including chapters on Geography, History, Social set up, Mines & Geology, Economic, Revenue, Medical & Health, Education, Culture, Law & Order, Public life, Voluntary Social organizations, places of interest etc.

Details along with the necessary agreement, terms and conditions are being provided in this RFP.

2.2 About the Department

The District Gazetteers Department was established in 1960. The work of preparing Gazetteers of the districts of the state was taken up under a centrally aided scheme. The Gazetteers Department had prepared Gazetteers of 30 districts of the State and also a State Gazetteer (containing 5 Volume) and published them as well. These Gazetteers were for the districts of Ajmer, Alwar, Banswara, Baran, Barmer, Bharatpur, Bhilwara, Bikaner, Bundi, Chittorgarh, Churu, Dausa, Dholpur, Dungarpur, Ganganagar, Jaipur, Jaisalmer, Jalore, Jhalawar, Jhunjhunu, Jodhpur, Kota, Nagaur, Pali, Rajsamand, Sawai Madhopur, Sikar, Sirohi, Tonk and Udaipur.
3. **PRE-QUALIFICATION/ ELIGIBILITY CRITERIA**

Bidder participating in the procurement process shall necessarily possess the following minimum pre-qualification/ eligibility criteria-

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Basic Requirement</th>
<th>Specific Requirements</th>
<th>Documents Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Legal Entity</td>
<td>The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops &amp; Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR A partnership firm registered under LLP Act OR A company registered under Indian Companies Act, 1956</td>
<td>- Copy of valid Registration Certificates - Copy of Certificates of incorporation</td>
</tr>
<tr>
<td>2</td>
<td>Financial: Turnover</td>
<td>Minimum Average Annual Turnover from Services of the bidder during last three financial years, i.e., for the period of FY 2015-16 to FY 2017-18 (If FY 2018-19 is not audited) or FY 2016-17 to FY 2018-19 (If FY 2018-19 is audited) (as per the last published audited balance sheets), should be Rs. 75.00 lacs per annum (Rs. Seventy Five Lacs Only)</td>
<td>CA Certificate with CA’s Registration Number/ Seal</td>
</tr>
<tr>
<td>3</td>
<td>Financial: Net Worth</td>
<td>The net worth of the bidder as on 31-Mar-2019 should be Positive</td>
<td>CA Certificate with CA’s Registration Number/Seal</td>
</tr>
<tr>
<td>4</td>
<td>Technical Capability</td>
<td>The Bidder must have successfully completed at least two projects of similar nature in the past which demonstrates the data compilation, district resource mapping, analysis and presenting in Report for International/ National/ State</td>
<td>submission of project reference OR Work Completion Certificates from</td>
</tr>
<tr>
<td>S. No.</td>
<td>Basic Requirement</td>
<td>Specific Requirements</td>
<td>Documents Required</td>
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<tr>
<td>5</td>
<td>Tax registration and statutory compliances</td>
<td>The bidder should have valid registered number of i. GST ii. Income Tax / PAN number</td>
<td>Copies of relevant certificates of registration</td>
</tr>
<tr>
<td>6</td>
<td>Mandatory Undertaking</td>
<td>The bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c) not have a conflict of interest in the procurement in question as specified in the bidding document. d) comply with the code of integrity as specified in the bidding document.</td>
<td>A Self Certified letter as per Self Declaration Annexure-5</td>
</tr>
</tbody>
</table>

4. **SCOPE OF WORK, DELIVERABLES & TIMELINES**

4.1 **Details of Work (Scope of Work)**

To provide services for Planning Manpower Department at State & District HQ level offices for accomplishing below mentioned services through qualified and competent resources for
preparation of Gazetteers in English and Hindi as per technical specifications mentioned in Annexure-3 for six districts namely Alwar, Banswara, Jodhpur, Pratapgarh, Hanumangarh and Karauli in Rajasthan.

4.1.1 Survey in the six districts (Alwar, Banswara, Jodhpur, Karouli, Hanumangarh and Pratapgarh) of Rajasthan and collection of the data as per the below mentioned contents:

1. General
2. History
3. People
4. Agriculture, Irrigation and allied activities
5. Industries & Mining
6. Banking, Trade and Commerce
7. Communications
8. Economic & Occupational Trends
9. General Administration
10. Revenue Administration
11. Law & Order and Justice
12. Other Departments
13. Local Self-Government and Panchayti Raj
14. Education and Culture
15. Medical and Public Health Services
16. Social Services and Voluntary Organization
17. Public Life
18. Tourism and places of interest
19. Epilogue, etc.

4.1.2 The resources deployed by the selected agency will be dedicated full time for this service. To ensure quality, the agency must have / demonstrate to follow working SOP’s, describing standards and guidelines for managing the resources deployed for the purpose, based on comparable similar structures established for delivering services to Planning Manpower Department.

4.1.3 The composition of resources to be deployed by the selected agency will compile all the collected data and prepare the detailed report as per the requirement of Gazetteer. For State HQ & each district following resources have to be deployed by the agency:

01 - District Data Compiler at each district HQ (Total 6).
01 - Expert Data Analyst and District Gazetteers Enumerator or content writer (English).
01 - Expert Data Analyst and District Gazetteers Enumerator or content writer (Hindi).
01 - Steno cum typist (Hindi/English).
01 - Supporting staff at State HQ.
4.1.4 The agency will ensure that while providing (Deployment & Quality of service) the services of qualified and competent resources at State level & District level will maintain the highest degree of transparency. The agency will ensure selection of only those candidates who fulfills the eligibility criteria prescribed for the task to be performed.

4.1.5 To ensure quality, the selected agency will put in place a full-time high caliber team for Data collection, compiling, drafting and typing for resources deployed by them. The desired profile of District level resource & State level resource for this purpose is to be enclosed by the bidder.

4.1.6 The selected agency will be responsible for the quality of services provided by these District level resources & State level resources to Planning Manpower Department.

4.1.7 The project has to be completed from data compilation to preparation of final Gazetteer ready for print in 12 months.

4.2 Project Activities, Qualifications, Deliverables, Milestones & Time Schedule

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

**Project Activities:**

<table>
<thead>
<tr>
<th>Level at which job to be executed</th>
<th>Work Location</th>
<th>Project Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Level</td>
<td></td>
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</tr>
</tbody>
</table>
| content writer cum Data Analyst 1 for Hindi , 1 for English , 1 for data entry cum operator for Hindi/English and 1 for supporting staff | State Office (Jaipur) | - Will be responsible for analyzing data and drafting reports (Good command of language/drafting in English/ Hindi). It is expected that around 150 pages in prescribe format (given in terms and condition of agreement) of analytical and explanatory work (write up) per month will be required to be completed by each content writer cum Data Analyst.  
- Will provide a list of deliverables to planning manpower department, emanating as a consequence of their assigned responsibilities.  
- Will monitor the deliverables of the district level resource posted at district/state HQs. |
District Level
(At least one resource shall be deployed to execute project activity at each district HQ)

<table>
<thead>
<tr>
<th>District Level-1 each (District Office)</th>
</tr>
</thead>
<tbody>
<tr>
<td>▪ Will collect the required data from the respective district and the departments as per the schedule of content mentioned above.</td>
</tr>
<tr>
<td>▪ Will make the regular correspondence and share the collected data with the resources deployed by selected agency at Planning Manpower Department on regular basis.</td>
</tr>
</tbody>
</table>

Essential Qualification for resources:

<table>
<thead>
<tr>
<th>S. No</th>
<th>Required Expert</th>
<th>Expert profile and experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>District level data compiler</td>
<td>Retired Government servant from Department of Statistics, Department of Industries and other government department or any other person having knowledge of the district in which he/she is being considered for the data compiler or any other person graduate in any discipline and having experience of Government data compilation.</td>
</tr>
<tr>
<td>2.</td>
<td>State level Content writer cum Data Analyst</td>
<td>PG in Economics OR Statistics/ MBA / BE or any equivalent qualification with extremely good command of data analysis, research work and report writing of such nature lie Gazetteer.</td>
</tr>
<tr>
<td>3.</td>
<td>State level Data entry cum operator And supporting staff</td>
<td>Good command of MS office and typing skills of English and Hindi</td>
</tr>
</tbody>
</table>

Milestones & Time Schedule:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Milestone</th>
<th>Scope of work &amp; Deliverables</th>
<th>Time Frame</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Milestone-1 work of data collection</td>
<td>Completion of field work all information and data from district and state level offices/departments regarding all 6 districts gazetteers and simultaneously 30% of completion of written work.</td>
<td>4 months from the date of work order.(Stage-1)</td>
</tr>
<tr>
<td>2</td>
<td>Milestone-2 First Draft of Gazetteers</td>
<td>2(a) After completion of work of first stage the first draft of Gazetteers shall be submitted by bidder/institute. 2(b) The government shall complete editing and incorporation of correction/comments/suggestions (if any) and shall be completed by bidder/institute.</td>
<td>2(a) 4 months after (Stage-1) 2(b) next 1 months after 2(a) total time 5 months after (Stage-1)</td>
</tr>
<tr>
<td>3</td>
<td>Milestone-3 Incorporation of the</td>
<td>3(a) Incorporation of the comments (if any) shall be completed by bidder/institute. 3(b) review of incorporation of suggestions</td>
<td>3(a) 1 months after (Stage-2) 3(b) 15 days after 3(a)</td>
</tr>
</tbody>
</table>
4.2.2 The district level resources will collect the data on all the parameters for which the Planning Manpower Department will effectively coordinate with various Government departments/ agencies and through District Collector office.

4.2.3 The district level data will be complied and send to the state level expert team who will parallel start the work of data analysis, report writing and preparation of Gazetteer.

4.2.4 Work on all six districts of state will start simultaneously and the successful agency will have to start the work on all the six districts by mobilizing the resources once the work is awarded.

4.3 The Time Schedule of Inception Report

Inception Report: within maximum two weeks from work award date Submission of Inception report which will elaborate the deployment of resources, district level data compiler’s work plan, support from the Planning Manpower Department in writing letters and coordinating with district level authorities.

4.4 District Data Compilation

Within 3 months from the work award: All the district level data to be complied and started to submit to the state level resources for data analysis, report writing and gazetteer preparation.

4.5 Submission of Draft Report

The first draft, second draft and final print of all 6 districts gazetteers shall be submitted by bidder as per time schedule given in sub-section 4.2.1 in the table "Milestones and Time Schedule".

4.6 Selection Method

Department of Planning (Manpower) (herein after 'the purchaser’) intends to seek Proposals from reputed Bidder/Institutes those having adequate Experience in research & documentation works.
4.7 Evaluation Criteria

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Criteria</th>
<th>Max Score</th>
<th>Further Break-Up</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The bidder/institute should be registered under any Act of state/ Union as per point no. 3 and operational continuously for the last 5 years on the date of application.</td>
<td>10</td>
<td>5 marks for 5 years’ experience and 1 mark per additional year</td>
</tr>
<tr>
<td>2</td>
<td>Average Turnover of last 5 years</td>
<td>10</td>
<td>5 marks for min 75 lacs and 1 mark each for additional 25 lac</td>
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<tr>
<td>3</td>
<td>The Bidder/ Institute should have carried out detailed data analysis, policy analysis, content writing studies at least 3 government departments/government undertaking/PSU at National or international level within last 5 years.</td>
<td>40</td>
<td>30 for minimum 3 publications. 5 marks each for additional assignment</td>
</tr>
<tr>
<td>4</td>
<td>The Bidder/ Institute should have experience of Gazetteers writing work or similar to Gazetteers or government studies/policies at National or International level.</td>
<td>10</td>
<td>7 marks for one time experience of Gazetteer or similar writing work. 1 mark each for additional experience of Gazetteer or similar writing work.</td>
</tr>
<tr>
<td>5</td>
<td>State level</td>
<td>10</td>
<td>Enclose staff details with work expireance</td>
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<tr>
<td></td>
<td>(1) The Bidder/ Institute should have at least 5 full time post graduate subject experts and research scholars like Geography, History, Sociology, Economics and Public Administration for writing work.</td>
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<tr>
<td></td>
<td>(2) PG in Economics OR Statistics/ MBA / BE or any equivalent qualification with extremely good command of data analysis, research work and report writing of such nature like Gazetteer or detailed government studies.</td>
<td>3</td>
<td></td>
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<tr>
<td></td>
<td>(3) Good command of MS office and typing skills of English and Hindi</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>District Level</td>
<td>5</td>
<td>Enclose list with work expireance</td>
</tr>
<tr>
<td></td>
<td>(1) The Bidder/ Institute should have at least 2 graduate staff having experience of data and information collection from</td>
<td></td>
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</tbody>
</table>
(2) Retired Government servant from Department of Statistics/Department of Industries/other government department having knowledge of the district in which he/ she is being considered for the data compiler or any other person graduate in any discipline and having experience of Government data compilation.

4.8 Evaluation

The purchaser shall be finalized HL-1 bidder as per method of Quality and Cost Based Selection (QCBS) (Given in sub-section 5.12, Selection Method). The procuring entity reserves the rights to cancel the bid process and reject any or all of the Bids.

5. INSTRUCTION TO THE BIDDERS (ITB)

5.1 Sale of Bidding/ Tender Documents

a) The sale of bidding documents shall be as mentioned in NIT. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.

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

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

5.2 Pre-bid Meeting/ Clarifications

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

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

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

   a. Last date of submitting clarifications requests by the bidder: as per NIB
   b. Response to clarifications by procuring entity: as per NIB
d) The minutes and response, if any, shall be provided promptly to all bidders to which
the procuring entity provided the bidding documents, so as to enable those bidders
to take minutes into account in preparing their bids, and shall be published on the
respective websites.

5.3 Changes in the Bidding Document

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

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

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

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

5.4 Period of Validity of Bids

a) Bids submitted by the bidders shall remain valid during the period specified in the
NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the
procuring entity as non-responsive Bid.

b) Prior to the expiry of the period of validity of Bids, the procuring entity, in
exceptional circumstances, may request the bidders to extend the bid validity
period for an additional specified period of time. A bidder may refuse the request
and such refusal shall be treated as withdrawal of Bid and in such circumstances bid
security shall not be forfeited.

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

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

b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.

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

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

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Technical Bid Cover letter, Bidding document Fee (Tender Fee), RISL Processing Fee (e-Procurement), and Bid Security</td>
<td>Instrument/ Proof of submission (FEE.PDF)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Scanned copy of Fee Receipt/DD/Banker Cheque/BG</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Scanned copy of DD/Banker Cheque/BG</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Scanned copy of Challan/DD/ Banker’s Cheque Along with Annexure-9 (Technical Bid cover letter)</td>
</tr>
</tbody>
</table>

Eligibility Documents

| 2.     | Bidder’s Authorization Certificate                                           | As per Annexure-5 and copy of PoA/ Board resolution stating that Auth. Signatory (DSC holder) can sign the bid/ contract on behalf of the firm. (AUTH.PDF) |
| 3.     | All the documents mentioned in the “Eligibility Criteria”, in support of the eligibility | All eligibility documents as per PQ Eligibility criteria in section 4.7       |
| 4.     | Mandatory Undertaking                                                        | A Self Certified letter as per Annexure-5 Self-Declaration                     |

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– Format</td>
<td>As per BoQ (.XLS) format available on e-Procurement portal (Annexure 11)</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.
5.6 **Cost & Language of Bidding**
   a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
   b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

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

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

i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely:
   a. when the bidder withdraws or modifies its bid after opening of bids;
   b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
   c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
   d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
   e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

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

k) No interest shall be payable on the bid security.

l) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.

m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:
   a. the expiry of validity of bid security;
   b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
   c. the cancellation of the procurement process; or
   d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

5.9 Deadline for the submission of Bids

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

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

5.10 Withdrawal, Substitution, and Modification of Bids
   a) If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit".
   b) Bids withdrawn shall not be opened and processes further.

5.11 Opening of Bids
   a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorized representatives who choose to be present.
   b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
   c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative’s name and telephone number and corresponding bidders’ names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
   d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to Department of Planning /RISL).
   e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the:
      a. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
      b. bid is valid for the period, specified in the bidding document;
      c. bid is unconditional and the bidder has agreed to give the required performance security; and
      d. other conditions, as specified in the bidding document are fulfilled.
      e. any other information which the committee may consider appropriate.
   f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
5.12 Selection Method

a) The selection method is Quality and Cost Based Selection (QCBS).

b) Technical bid shall be given 70% weighted while 30% weighted shall be given to financial bid. In evaluation of the Technical Bids, marks shall be allotted to the bidders on the basis of Technical Evaluation Marking Scheme as presented in section 4.7 of the RFP. Based on the performance of the Bidders the Technically qualified Bidders shall be selected by the committee. For a Bidder to be technically qualified, bidder has to secure a minimum of 70 marks out of the total 100 marks in the Technical evaluation marking scheme. All bidders who score 70 or above marks in the technical bid evaluation shall be declared Technically qualified and the financial bids of Only the Technically qualified bidders shall be opened.

c) the bidder selected in technical criteria shall be arranged as per marks received in descending order. Highest score received shall assigned H-1 then H-2, H-3 etc. in descending order. (H- Highest marks in technical bid)

d) L-1 shall be calculated on Grand Total amount Quoted by the bidder in the financial bid as per financial bid “BoQ” submitted by bidder at e-procurement portal. ( L- Lowest cost in financial bid)

e) Bidder shall assigned weights as per marks obtained in technical and financial bid.

f) Weighted scores shall be arranged in descending order and highest score HL-1 shall be given chance for execution of assignment. After non acceptance by HL-1 then HL-2, HL-3 etc. shall be preferred. ( HL- Combined weighted marks)

g) An agreement shall be done with HL-1 bidder for the total project to be executed, who accept the offer.

5.13 Clarification of Bids

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

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

c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

5.14 Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

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

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

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

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

b) Non-material Non-conformities in Bids

a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, GST clearance certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.

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

c) **Tabulation of Technical Bids**

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

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

d) 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.

e) 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.

5.15 **Evaluation & Tabulation of Financial Bids**

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

a) For single part/ cover Bid system, where Bid is received in single cover along with requisite bid security, processing fee or user charges and price of bidding documents within specified time, it shall be considered for financial evaluation by the Bids evaluation committee;

OR

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;

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

c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
d) conditional Bids are liable to be rejected;

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

f) the offers shall be evaluated as per Quality and Cost Based Selection (QCBS).

g) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;

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

i) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.20 Exclusion of Bids/ Disqualification

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

i. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or

ii. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and

iii. the bidder is not qualified as per pre-qualification/eligibility criteria mentioned in the bidding document;
iv. the Bid materially departs from the requirements specified in the bidding document or it contains false information;

v. 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;

vi. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.

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

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

5.21 Lack of competition

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

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

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

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

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

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

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

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

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

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

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

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

i) The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.
5.23 Information and Publication of Award
Information of award of contract shall be communicated to all participating bidders and published on the respective website(s) as specified in NIB.

5.24 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.

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

b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract (if the original order was given after inviting open competitive Bids). Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under (as per the provisions of section-70 and RTPP Rules 2013):
   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.

5.26 Performance Security
a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.

b) The amount of performance security shall be 5%, or as may be specified in the bidding document, of the amount of supply order in case of procurement of goods and services. In case of MSME of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than MSME, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.

c) Performance security shall be furnished in any one of the following forms:
   a. Bank Draft or Banker’s Cheque of a scheduled bank;
   b. National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They
shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;

c. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;

d. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

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

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

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

g) No interest shall be payable on the PSD.

5.27 Execution of Agreement

a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.

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

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

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

5.28 Confidentiality

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

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

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

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

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

5.29 Cancellation of Procurement Process

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

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

   i. at any time prior to the acceptance of the successful Bid; or
   ii. after the successful Bid is accepted in accordance with (d) and (e) below.

c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.

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

f) If a bidder is convicted of any offence under the Act, the procuring entity may:
   i. 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;
   ii. 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.

5.30 **Code of Integrity for Bidders**

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

b) The code of integrity include provisions for:
   i. Prohibiting
      i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
      ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
      iii. any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
      iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
      v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
      vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
      vii. any obstruction of any investigation or audit of a procurement process;
   ii. disclosure of conflict of interest-(Annexure-5);
   iii. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
   i. exclusion of the bidder from the procurement process;
   ii. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
   iii. forfeiture or encashment of any other security or bond relating to the procurement;
   iv. recovery of payments made by the procuring entity along with interest thereon at bank rate;
   v. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
   vi. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

5.31 Interference with Procurement Process
A bidder, who: -
   a) withdraws from the procurement process after opening of financial bids;
   b) withdraws from the procurement process after being declared the successful bidder;
   c) fails to enter into procurement contract after being declared the successful bidder;
   d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds,

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

5.32 Appeals
a) Subject to “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
   i. 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:
ii. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.

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

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

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

e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be:
- First Appellate Authority: Principal Secretary, Plan, GoR
- Second Appellate Authority: Addl. Chief Secretary, Finance Department, GoR

f) Form of Appeal:
   i. Every appeal under (a) and (c) above shall be as per Annexure-16 along with as many copies as there are respondents in the appeal.
   ii. 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.
   iii. 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 authorized representative.

g) Fee for Appeal: Fee for filing appeal:
   i. 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.
   ii. The fee shall be paid in the form of bank demand draft or banker’s cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.

h) Procedure for disposal of appeal:
   i. 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.
   ii. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall:
      i. hear all the parties to appeal present before him; and
ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.

iii. 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.

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

i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

5.33 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.

5.34 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.

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

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

c) For the purpose of this section-
   a. "company" means a body corporate and includes a limited liability
      partnership, firm, registered society or co-operative society, trust or other
      association of individuals; and
   b. "director" in relation to a limited liability partnership or firm, means a
      partner in the firm.

d) Abetment of certain offenses: Whoever abets an offence punishable under this
Act, whether or not that offence is committed in consequence of that abetment,
shall be punished with the punishment provided for the offence.

5.36 Debarment from Bidding

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

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

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

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

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

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

b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of 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.

c) 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.

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

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

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

6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

Definitions

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

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

b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
c) “Contract Price” means the price payable to the successful/selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
d) “Day” means a calendar day.
e) “Delivery” means the transfer of the Goods 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) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/selected bidder is required to supply to the Purchaser under the Contract.
h) “Purchaser” means the entity purchasing the Goods and related services, as specified in the bidding document.
i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and providing warranty and other similar obligations of the successful/selected bidder under the Contract.
j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/selected bidder.
k) “Supplier/Successful or Selected bidder” means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/selected bidder.
l) “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, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

6.1 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.

6.2 Interpretation
a) If the context so requires it, singular means plural and vice versa.
b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/Selected bidder and supersedes all communications,
negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

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

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

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

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

6.3 Language

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

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

6.4 Joint Venture, Consortium or Association

Joint venture & consortium is not allowed

6.5 Notices

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

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

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

6.7 **Scope of Supply**

a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the work order.

b) Unless otherwise stipulated in the contract for execution of work order, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.

6.8 **Supplier’s/ Selected Bidder’s Responsibilities**

The Supplier/ Selected Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and/ or work order.

6.9 **Purchaser’s Responsibilities**

a) Whenever the supply of goods and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.

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

6.10 **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 Supplier/ Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

6.11 **Recoveries from Supplier/ Selected Bidder**

a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills or Performance Security Deposit (as the case may be).

b) The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles and in case of failure in satisfactory replacement by
the supplier along with amount of liquidated damages shall be recovered from his
dues and Bid Security available with the department.
c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when
recovery is not possible, the Purchase Officer shall take recourse to law in force.

6.12 Taxes & Duties

a) The TDS, GST etc., if applicable, shall be deducted at source/ paid by Department of
Planning, Government of Rajasthan/RISL as per prevailing rates.
b) For goods supplied from outside India, the successful/ selected bidder shall be
entirely responsible for all taxes, stamp duties, license fees, and other such levies
imposed outside the country.
c) For goods supplied from within India, the successful/ selected bidder shall be
entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of
the contracted Goods to the Purchaser.
d) If any tax exemptions, reductions, allowances or privileges may be available to the
successful/ selected bidder in India, the Purchaser shall use its best efforts to enable
the successful/ selected bidder to benefit from any such tax savings to the maximum
allowable extent.

6.13 Copyright

a) The copyright of the work related to district gazetteer by bidder shall remain vested in
the Planning (Manpower) Department. Bidder shall not furnish for publish the
information of any part of the report or whole report to anybody.
b) The bidder shall neither disclose any data collected from different agencies for the said
district gazetteer to anybody nor publish in the newspaper/magazine and in any kind of
books.
c) The bidder shall also be responsible for providing original schedules and information’s
received from different agencies during the district gazetteer work along with the
tabulation in soft copies

6.14 Confidential Information

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

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

d) The obligation of a party under sub-clauses above, however, shall not apply to information that:
   i. the Purchaser or Supplier/ Selected Bidder need to share with DIRECTOR, PLANNING MANPOWER DEPARTMENT 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.

6.15  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 Supplier/ 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.

6.16  Specifications and Standards

   a) All articles supplied shall strictly conform to the specifications, trademark laid down in the tender form and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase
committee whether the article supplied conforms to the specifications shall be final and binding on the supplier/selected bidder.

b) **Technical Specifications and Drawings**

i. The Supplier/Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.

ii. The Supplier/Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

iii. The goods and related services supplied under the Contract for execution of work order shall conform to the standards mentioned in work order and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the work order. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

6.17 **Extension in Delivery Period and Liquidated Damages (LD)**

a) Except as provided under clause “Force Majeure”, if the supplier/selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (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 supplier/selected bidder shall arrange goods supply and related services within the specified period.

c) Delivery and installation/completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/selected bidder.

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

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

iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
   a. When delay has occurred due to delay in supply of drawings, designs, plans etc. if the user department or Planning Department, Government of Rajasthan was required to supply them to the supplier of goods or service provider as per terms of the contract.
   b. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the Department of Planning, Government of Rajasthan 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 supply of goods and service.

v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or 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 goods and/ or service.

vi. If user department or department of Planning, Government of Rajasthan is in need of the good and/ or 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 and/ or installation/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or service which the supplier/ selected bidder has failed to supply/ install/ complete : -
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<table>
<thead>
<tr>
<th>No.</th>
<th>Condition</th>
<th>LD %*</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Delay up to one fourth period of the prescribed period of delivery, successful installation and completion of work</td>
<td>2.5%</td>
</tr>
<tr>
<td>b.</td>
<td>Delay exceeding one fourth but not exceeding half of the prescribed period of delivery, successful installation and completion of work</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, successful installation and completion of work</td>
<td>7.5%</td>
</tr>
<tr>
<td>d.</td>
<td>Delay exceeding three fourth of the prescribed period of delivery, successful installation and completion of work</td>
<td>10.0%</td>
</tr>
</tbody>
</table>

i. Fraction of a day in reckoning period of delay in supplies, successful installation 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 works/ goods/ service.

6.18 Limitation of Liability

Except in cases of gross negligence or willful misconduct:

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

b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

6.19 Force Majeure

a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

b) For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the Department of Planning, Government of Rajasthan in writing of such
PLANNING (MANPOWER) DEPARTMENT, GOR

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conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by Department of Planning, Government of Rajasthan, the supplier/selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.

d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.

e) In case a Force Majeure situation occurs with the user department or Department of Planning, Government of Rajasthan, the user department or Department of Planning, Government of Rajasthan may take the case with the supplier/selected bidder on similar lines.

6.20 Termination

a) Termination for Default

i. The tender sanctioning authority of DIRECTOR, PLANNING MANPOWER DEPARTMENT 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 supplier/selected bidder, terminate the contract in whole or in part:

a. If the supplier/selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by DIRECTOR, PLANNING MANPOWER DEPARTMENT; or

b. If the supplier/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 supplier/selected bidder, in the judgment of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.

d. If the supplier/selected bidder commits breach of any condition of the contract.

ii. If DIRECTOR, PLANNING MANPOWER DEPARTMENT 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

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

c) Termination for Convenience
i. DIRECTOR, PLANNING MANPOWER DEPARTMENT, by a written notice of at least 30 days sent to the supplier/selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the supplier/selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.

ii. Depending on merits of the case the supplier/selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier’s/selected bidder’s receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
   a. To have any portion completed and delivered at the Contract terms and prices; and/or
   b. To cancel the remainder and pay to the supplier/selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/selected bidder.

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

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

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

i. the supply of the Goods by the supplier/selected bidder or the use of the Goods in the country where the Site is located; and

ii. The sale in any country of the products produced by the Goods.

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

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

c) If the supplier/selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

d) The Purchaser shall, at the supplier’s/selected bidder’s request, afford all available assistance to the supplier/selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/selected bidder for all reasonable expenses incurred in so doing.

e) The Purchaser shall indemnify and hold harmless the supplier/selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the supplier/selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

7 SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

7.1 Payment Terms and Schedule

a) Payment schedule - Payments to the bidder, after successful completion of the Deliverable as below, would be made by Department of Planning Manpower, Government of Rajasthan:

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<table>
<thead>
<tr>
<th>S.No</th>
<th>Milestone</th>
<th>Scope of work</th>
<th>Deliverable</th>
<th>Time Frame</th>
<th>Payment</th>
</tr>
</thead>
</table>
| 1    | From the date of Work order | 1(a) Deployment of Personnel  
1(b) Work started | Deployment report verified by OIC | 4 months from the date of work order.(Stage-1) | 5% of agreed value quoted in financial bid |
| 2    | Milestone-1 work of data collection | completion of field work all information and data from district and state level offices/ departments regarding all 6 district gazetteers and simultaneously completion of 30% written work | Completion report of field work and written work of at least 5 chapters of each district gazetteer verified by district nodal officer and concerned OIC | [2(a) 4 months after (Stage-1)  
2(b) next 1 months after 2(a)  
total time 5 months after (Stage-1)]=Stage-2 | 25% of agreed value quoted in financial bid |
| 3    | Milestone-2 First Draft of Gazetteers | 2(a) After completion of work of first stage the first draft shall be submitted by bidder/ institute.  
2(b) The government shall complete editing and incorporation of correction / comments (if any) and shall be completed by bidder/ institute. | After submission of first draft of gazetteers of all 6 districts. | [3(a) 1 months after (Stage-2)  
3(b) 15 days after 3(a)  
3(c) next 1 month & 15 days after 3(b)  
total time 3 months after(Stage-2)]=Stage-3 | 20% of agreed value quoted in financial bid |
| 4    | Milestone-3 Incorporation of the comments of the review committee after First draft(Second draft) | 3(a) Incorporation of the comments (if any) shall be completed by bidder/ institute.  
3(b) review of incorporation of suggestions etc.  
3(c) Supply of the final print (soft copy of District Gazetteers and 20 Hard banded Colored copies for each district) having incorporating the comments of the editorial board. (if any) | After submission of soft copy of District Gazetteers and 20 Colored hard banded copies of each district | [3(a) 1 months after (Stage-2)  
3(b) 15 days after 3(a)  
3(c) next 1 month & 15 days after 3(b)  
total time 3 months after(Stage-2)]=Stage-3 | 20% of agreed value quoted in financial bid |

**Final Payment:** Remaining 15% payable during one month after publication and submission of gazetteers in 20 colored copies with soft copies of each district.

b) Successful bidder has to sign agreement

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

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

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

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

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

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

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

7.2 Service Level Agreements (SLA)

a) Purpose & Duration of SLA: The SLA purpose is to enforce a contract between the Selected Bidder and Purchaser. The successful bidder has to comply with Service Level Agreements (SLAs) to ensure adherence to project timelines and quality. The SLA would come into effect during following:
   - Deployment of personnel
   - Work completion

The successful bidder has to comply with Service Level Agreements (SLAs) to ensure adherence to project timelines, quality and availability of services.

b) Penalty for Not Meeting the SLAs: The selected bidder has to achieve the service level standards for achieving the milestones for gazetteers writing activities of Detailed Scope of Work of RFP, as per submission of deliverables as per timelines defined in sub-section 7.1 of this RFP. If the selected bidder fails to meet the timelines of gazetteers writing activities as mentioned in sub-section 7.1 and Detailed Scope of Work of this RFP than penalty as mentioned below shall be levied on selected bidder:

<table>
<thead>
<tr>
<th>a) Delay up to 1/4th period to achieve the targeted milestone and submission of its deliverables for the gazetteers writing activity</th>
<th>2.5% of the of the payment due according to milestone as per subsection 7.1(a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>b) Delay exceeding 1/4th but not exceeding half of prescribed period to achieve the targeted milestone and submission of its deliverables for the gazetteers writing activity</td>
<td>5% of the of the payment due according to milestone as per subsection 7.1(a)</td>
</tr>
<tr>
<td>c) Delay exceeding half but not exceeding 3/4th of prescribed period to achieve the targeted milestone and submission of its deliverables for the gazetteers writing activity</td>
<td>7.5% of the of the payment due according to milestone as per subsection 7.1(a)</td>
</tr>
<tr>
<td>d) Delay more than 3/4th of prescribed period to achieve the targeted milestone and submission of its deliverables for the gazetteers writing activity</td>
<td>10% of the of the payment due according to milestone as per subsection 7.1(a)</td>
</tr>
</tbody>
</table>
An upper cap of 10% of total project cost can be levied as penalty post which purchaser reserves the right to terminate the agreement.

- Review Committee and Review Mechanism: The designated review committee/members, on a quarterly basis, shall review and discuss the services delivery and performance standard compliance of the Selected Bidder. The review include but not be limited to:
  - Service provided during the review period
  - Major incidents during the review period
  - Problems that remains outstanding
  - Review of Change requests/Variation and progress for enhancements
  - Future events or business developments that will affect the Service
  - Review any potential changes required to the SLA
  - Agree items for submission to the executive decision making
  - Review schedules for Services provided.

- Penalty Clauses: If the Selected Bidder fails to deliver the required services due to reasons attributable to him like operational manpower, etc. the penalty, as applicable, would be imposed as mentioned below while processing the payment for respective milestone.

  **a) Penalty for replacement / Exit of a resource (During contract Period):**

  - Replacement of resources shall generally not be allowed. The replacement of resource by bidder will be allowed (with penalty) only in case, the resource leaves the organization by submitting resignation with the present employer or due to any unforeseen emergency subject to approval from Competent Authority.
  - In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the resource without any penalty for replacement/exit.
  - The replaced resource will be accepted by the purchaser (Planning Manpower Department) only if he fulfills the minimum eligibility criteria as per RFP and is found suitable to the satisfaction of the purchaser. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the purchaser (Planning Manpower Department). The supplier will have to replace a resource within 15 days or any other period specified by the bidder.
  - The penalty per resource would be imposed in case of exit/replacement of resource from the project within below mentioned period starting from the date of deployment of respective resource:
    - Within 3 Month: Rs. 40,000 (Rupees Forty Thousand Only) per resource per instance.
    - After 3 Months and upto 6 months: Rs. 30,000 (Rupees Thirty Thousand) per Resource
    - After 6 months: Rs. 20,000 (Rupees Twenty Thousand) per Resource
- Purchaser is free to relieve any resource (apart from minimum committed numbers) at any time (beyond minimum committed period) during contract period without any penalty by serving 15 days advance notice to supplier/selected bidder.
  a) An upper cap of 20% of total purchase order can be levied as penalty in complete project duration, post which purchaser reserves the right to terminate the agreement.

7.3 Other Special Terms
a) The work(s) shall be taken up whenever it becomes due in accordance to the prevailing law.

b) Original documents and reports shall be provided (where applicable) immediately after completion of each work.

c) If any discrepancy occurs, it shall be rectified at your level without any additional charges In case the bidder fails to supply the final deliverables within stated timelines, the SLA as per clause “Service Level Agreements” would be applicable.

d) In case of any errors/ inaccuracies remain in supply and services even after the final approval of design from the purchaser, then the selected bidder has to take corrective actions on bidder’s part (including all related expenditure on any such measures). In such cases, due to delay in delivery schedule, the SLA as per clause “Service Level Agreements” would be applicable.

e) In case of short supply / service penalty of 10 % of the total Work Order Value would be deducted and shall be adjusted against the payable payment, if any.

f) In case, the outcome of the draft supplied is not in the limit of (- 5%) standards/parameters prescribed in the RFP, then the purchaser will take decision on the payable amount for the supplied Items.

g) Further, the purchaser reserves the right to decline the supply or imposition of penalty in case of errors/ inaccuracies or substantial errors in the supplied goods.

h) The items used by supplier should be of good quality and conform to the Scope of the Work.

i) This Contract is primarily for the Selection of Bidder/Institute for data collection, analysis and writing of the District Gazetteers within State of Rajasthan.

Interested bidders may approach (Director, Planning Manpower Department, B-Block, Ground Floor, Yojana Bhawan, Tilak Marg, C-scheme, Jaipur-302005) to get RFP form on submission of Rs. 1000/- (Rupees one thousand only) in Banker cheque/ Demand Draft in favour of “Director, Planning Manpower Department” And Amount (INR) Rs. 1000/- (Rupees one thousand only) By bankers cheque or DD of scheduled Bank in favour of “Managing Director, RISL Jaipur” payable at “Jaipur” on or before 20.12.2019 3:00 PM and submit detailed Technical & Financial Proposals in separate envelopes to undersigned on or before 20.12.2019.
3:00 PM. The procuring entity reserves the complete right to cancel bid process and reject any or all of the Bids.

For more details may visit http://sppp.raj.nic.in, http://eproc.rajasthan.gov.in, http://www.plan.rajasthan.gov.in

Rajendra Singh Tanwar  
Director, Planning Manpower Department  
Yojana Bhawan, Tilak Marg, C- Scheme, Jaipur, (Rajasthan)  
Phone: 0141-2229928, 0141-2225958  
Mobile: 9460724243, 9785374214  
Email: rajjanshakti-rj@nic.in
Note:

- The price should be quoted including all taxes & duties.
- Selection Criteria shall be as per QCBS and selected bidder shall be HL-1.
- All provisions of Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules 2013 shall be applicable for this procurement.
- Bid Procedure: Single-stage: two envelop Bid procedure
- Bidder (Authorized Signatory) shall submit financial bid in prescribed format.
- Director, Planning Manpower Department will not be responsible for delay in submission due to any reason. For this, bidder is requested to submit complete bid well advance in time so as to avoid any issues or any other unforeseen problems.
- The procuring entity reserves the complete right to cancel the bid process and reject any part of bid or the entire Bid.
- 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.
- Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidder to verify such information) and the information provided therein are intended only to help the bidder to prepare a logical bid-proposal.
- Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills
- In case, recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.
- The provisions of RTPP Act 2012 and Rules there to 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 there to, the latter shall prevail.

(Rajendra Singh Tanwar)
Director
Planning Manpower Department
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: -

Authorized Signatory: -

Seal of the Organization: -

Date: ______________

Place: ______________
### ANNEXURE-2: Bill of Material (BoM)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Category</th>
<th>Quantity</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Gazetteers of Six districts- Alwar, Banswara, Jodhpur, Pratapgarh, Hanumangarh and Karauli</td>
<td>Soft copies + 20 colored hard copies of each district</td>
<td>Specifications as per Annexure-3</td>
</tr>
</tbody>
</table>
ANNEXURE-3: Technical and Page Specifications

Note: All the specifications below are minimum specifications and higher specifications shall be used wherever necessary/required. Deviation on higher side shall only be considered and no extra weightage shall be awarded for such deviations.

1. That the Bidder/Institutes shall execute the work under security conditions and shall not allow the work or any part thereof to fall into un-authorized hands.

2. That the work shall be of a professionally high standard with due regard to the security and territorial integrity of the country.

3. That the Gazetteer will be prepared in English & Hindi in both language or specified by the Director for a particular district.

4. The Gazetteers shall have to confirm to the broad framework prescribed by the Director, for this purpose, earlier synopsis with current scenario containing chapter, headings and contents shall be provided by the Director, Changes, if any, may be suggested by the Bidder/Institutes which may be agreed to by the Director at his sole discretion.

5. The date used in the Gazetteer(s) shall have to conform to the reference year specified by the Director. The Bidder/Institutes shall have to vouch for the authenticity of the material used in the Gazetteer and shall undertake to prove the same in case of a dispute. The Bidder/Institutes will also have to certify that the material used does not violate any copyrights. Sources shall have to be indicated in foot notes.

6. The Director will issue a circular to the concerned government offices situated in District and HOD’s to extend co-operation to the Bidder/Institutes. However, the responsibility for all field work, research, data collection, analysis, drafting, editing, typing, photo copying, back up of data etc. shall rest with the Bidder/Institutes. The write-up should be done on a word processor which is capable of being adapted for Desk Top Printing.

7. **Color Photographs** to be included in the Gazetteers shall have to be provided by the Bidder/Institutes at its own cost and shall be got approved by the Director before publication.

8. Two copies of the 1st draft shall be submitted to the Director for scrutiny. Three copies with coloured pages of the 2nd draft, after incorporation of comments, shall be submitted for According Approval.

9. Soft copy of all the chapters and twenty copies of printed gazetteers prepared by Bidder/Institutes shall be submitted to the Director who will have sole right on those.

10. The Gazetteer(s) shall be a Government publication(s) and the copyright shall vest with the government. The work done by the bidder/Institutes shall be acknowledged in the preface.

Title should be in Times New Roman font (Devlys 010), size 14 pt (18 pt), and bold (bold) it should be centred across the page

1. Section Heading
All sections should be numbered as shown above in the section heading. The section headings should be in Times New Roman (Devlys 010), size 14.0 pt (18.0 pt), and bold (bold) typeface. Capitalise the first letters of every word in the section heading, except for prepositions such as of, on, for etc. Do not indent the first line of the first paragraph in a section or a subsection.

Indent the first line of a new paragraph by 0.635 cm (0.25") from the left margin. The text of the body of the paper should be in Times New Roman (Devlys 010) with size 12 pt (14 pt).

1.1 Subsection Heading
Subsection Headings should be numbered as above. They should be in Times New Roman (Devlys 010), size 12 (14), and bold typeface.

1.1.1 Sub-subsection Heading
Sub-subsection Headings should be in Times New Roman size 12 (Devlys 010 size 14) and bold surface. The Sub-subsection Headings should be numbered as shown.

1.2 Margins and Spacing
The paper size is A4 with white colour, though the final trim size of the proceedings would be 9.5” X 6.25”. The left margin 1.25” and the right margins should be 1”, the top 1” (from the top of the paper to the top of the header) and the bottom 1” (from the top of the paper to the top of the footer, i.e., page number). The gape between the bottom of the text and footer is 1/3 inch.

The text in the entire paper should be single spaced. There should be 3 pt space left before each paragraph and headings but zero space below.

1.2.1 Header and Footer
Header and Footer appear in font size 8 pt (10 pt). Please retain the format as shown in this template.

2. Figures and Tables
The figures and tables should be centred.

Footnote numbers should continue throughout the article.
RFP for Selection of Bidder/Institutes for data collection, analysis and writing of the District Gazetteers

Table 1: Performance of the Students

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Student 1</td>
<td>90</td>
</tr>
<tr>
<td>2.</td>
<td>Student 2</td>
<td>80</td>
</tr>
<tr>
<td>3.</td>
<td>Student 3</td>
<td>60</td>
</tr>
<tr>
<td>4.</td>
<td>Student 4</td>
<td>82</td>
</tr>
</tbody>
</table>

3. Footnotes and References

3.1 Footnotes

The footnotes should be used sparingly. When multiple footnotes are used, use superscripted numbers to denote them.¹

3.2 References

As per standard specifications.

4. Cover page

The cover page should be in hard bound and thickness of pages should be in 75 GSM.

¹Footnote numbers should continue throughout the article.
ANNEXURE-4: PRE-BID QUERIES FORMAT (to be filled by the bidder)

Name of the Bidder:

Bidding Document Fee Receipt No._____________ Dated____________ for Rs.____________/-

Name of Person(s) Representing the Bidder:

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

Bidder Contacts:

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

Query/Clarification Sought:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>RFP Page No.</th>
<th>RFP Rule No.</th>
<th>Rule Details</th>
<th>Query/Clarification</th>
<th>Suggestion/</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</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-5: SELF-DECLARATION(to be filled by the bidder)

To,
{Procuring entity},

In response to the NIB Ref. No. _______________ dated ___________ for “Selection of Bidder/Institutes for data collection, analysis and writing of the District Gazetteers” 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-6: CERTIFICATE OF CONFORMITY/ NO DEVIATION (to be filled by the bidder)

To,
{Procuring Entity},

____________________________________.

CERTIFICATE

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: ______________

Place: ______________

Page 66 of 74
ANNEXURE-7: DRAFT AGREEMENT FORMAT
{to be mutually signed by selected bidder and procuring entity}

This Agreement for Contract is made and entered into on this ______ day of ________, 2019 by and between Director, Planning Manpower Department (DIRECTOR, PLANNING MANPOWER DEPARTMENT), having its head office at B-block, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan) (herein after referred to as Purchaser/ DIRECTOR, PLANNING MANPOWER DEPARTMENT) 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 Indian Companies Act, 1956 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 <NIT 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 NIT 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 M/s_________ and has placed the Letter of Rate Contract having Reference No. ____________________ dated ________, on which M/s________ has given their acceptance vide their Letter No.____________________ dated _____________.

And whereas

M/s________________ has deposited a sum of Rs. ___________________/- (Rupees __________________) in the form of __________________ ref no. _________________ dated ______________ of ____________ Bank and valid up to ______________ as Bid Security for the due performance of the rate contract.
Now it is hereby agreed to by and between both the parties as under:

1. The NIT Ref. No. ____________________________ dated ___________ and RFP document dated _________ issued by DIRECTOR, PLANNING MANPOWER DEPARTMENT along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this rate contract and are binding on both the parties executing this rate contract.

2. This Agreement for Rate Contract shall remain valid for all the work orders to be issued to M/s ______________ during the entire period of this Rate Contract.

3. In consideration of the payment to be made by DIRECTOR, PLANNING MANPOWER DEPARTMENT to M/s______________ at the rates set forth in the Letter of Rate Contract Reference No. __________________dated ___________, will duly supply and install the said articles set forth in all the work orders to be issued during the period of rate contract thereof and provide comprehensive warranty and support services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by M/s__________.

4. The DIRECTOR, PLANNING MANPOWER DEPARTMENT do hereby agree that if M/s___________ shall duly supply & install the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the DIRECTOR, PLANNING MANPOWER DEPARTMENT will pay or cause to be paid to M/s______________, 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.

5. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of issue of various work orders to be issued to M/s ____________ and completed by M/s______________ within the period as specified in the work order to be issued to M/s______________ during the period of rate contract.
6. In case of extension in the delivery period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/or service which M/s____________ has failed to supply or complete the work:

| a) Delay up to one fourth period of the prescribed delivery period, & completion of work | 2.5% |
| b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period, & completion of work. | 5.0% |
| c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period, & completion of work. | 7.5% |
| d) Delay exceeding three fourth of the prescribed delivery period, & completion of work. | 10.0% |

Note:

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

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

iii. If M/s____________ requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods/services in on account of hindrances beyond the control of M/s____________.

7. If the M/s____________ fails to meet the timelines of gazetteers writing activities and Detailed Scope of Work as per RFP then penalty as mentioned below shall be levied on M/s____________.

| e) Delay up to 1/4th period to achieve the targeted milestone and submission of its deliverables for the gazetteers writing activity | 2.5% of the payment due according to milestone as per subsection 7.1(a) |
| f) Delay exceeding 1/4th but not exceeding half of prescribed period to achieve the targeted milestone and submission of its deliverables for the gazetteers writing activity | 5% of the payment due according to milestone as per subsection 7.1(a) |
| g) Delay exceeding half but not exceeding 3/4th of prescribed period to achieve the targeted milestone and submission of its deliverables for the gazetteers writing activity | 7.5% of the payment due according to milestone as per subsection 7.1(a) |
| h) Delay more than 3/4th of prescribed period to achieve the targeted milestone and submission of its deliverables for the gazetteers writing activity | 10% of the payment due according to milestone as per subsection 7.1(a) |
An upper cap of 10% of total project cost can be levied as penalty post which purchaser reserves the right to terminate the agreement.

8. 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 _______________, 2019.

<table>
<thead>
<tr>
<th>Signed By:</th>
<th>Signed By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>( )</td>
<td>(Rajendra Singh Tanwar)</td>
</tr>
<tr>
<td>Designation:</td>
<td>Director,</td>
</tr>
<tr>
<td>Company:</td>
<td>Planning (Manpower) Department</td>
</tr>
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</table>

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<tr>
<th>In the presence of:</th>
<th>In the presence of:</th>
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<td>Designation:</td>
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<tr>
<td>Company:</td>
<td>Planning (Manpower) Department</td>
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</tbody>
</table>

| ( )                 | ( )                 |
| Designation:        | Designation: |
| Company:            | Planning (Manpower) Department |
ANNEXURE-8: 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-9: COVERING LETTER FOR TECHNICAL BID

Date:

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

To,
Director,
Planning (Manpower) Deptt, Yojna Bhawan, Tilak Marg, C-Scheme, Jaipur
Rajasthan

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

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

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

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

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

We agree to abide by our offer for a period of 180 days from the date fixed for opening of the Technical Bids and that we shall remain bound by a communication of acceptance within that time.

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

Certified that the Bidder is a Company and the person signing the tender is the duly constituted attorney. Bid Security (Earnest Money) for an amount equal to Rs.______________ is enclosed in the cover containing the letter for Technical Bid.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this DD/MM/YYYY (Signature) (In the capacity of)
Duly authorized to sign the Tender Response for and on behalf of: (Name and Address of Bidder)
Seal/Stamp of bidder
Witness Signature: Witness Name:
Witness Address
ANNEXURE-10: FINANCIAL BID COVER LETTER

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, Bill of Material, Technical 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 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 asked in the financial bid.

I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

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:
PLANNING (MANPOWER) DEPARTMENT, GOR

RFP for Selection of Bidder/Institutes for data collection, analysis and writing of the District Gazetteers

ANNEXURE-11: FINANCIAL BID FORMAT

**Financial Bid Format**

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

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

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

| Name of Work: |
| Ref No. : |
| Bidder Name: |

**SCHEDULE OF WORKS**

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

<table>
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<th>S. No.</th>
<th>Item Description</th>
<th>Unit</th>
<th>Per Unit Price Exclusive of Taxes in INR</th>
<th>Per Unit Taxes Amount (in INR)</th>
<th>Total Unit Price Including Taxes (in INR)</th>
<th>Total Price (in INR)</th>
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<tr>
<td></td>
<td>Expert Data Analyst and District Gazetteers Enumerator or content writer (English).</td>
<td>01</td>
<td></td>
<td></td>
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<td></td>
<td>(ii) Expert Data Analyst and District Gazetteers Enumerator or content writer (Hindi).</td>
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<td>(iii) Steno cum typist (Hindi/English).</td>
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<td>(iv) Supporting staff at Stare HQ.</td>
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**Total (in INR)**

**Total (in words): Rupees**