2026

RajCOMP Info Services Limited (RISL)

Request for Proposal (RFP) for Rate Contract of for Supply of High Resolution Satellite Imagery for the state of Rajasthan for the period of 1 years

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Request for Proposal (RFP)
for
Rate Contract for Supply of High Resolution Satellite Imagery
for the state of Rajasthan

Reference No. **dated**

Mode of Bid Submission	Online though eProcurement/ eTendering system at http://eproc.rajasthan.gov.in
Procuring Authority	Managing Director, RISL, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Date & Time of Pre-bid meeting	
Last Date & Time of Submission of Bid	
Date & Time of Opening of Technical Bid	

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

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

RajCOMP Info Services Limited (RISL)

First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)

Phone: 0141-5103902 Fax: 0141-2228701

Web: http://risl.rajasthan.gov.in, Email: naveenkumar.doit@rajasthan.gov.in

ABBREVIATIONS & DEFINITIONS

ABBREVIATIONS	
BG	Bank Guarantee
BoM	Bill of Materials
CenVAT	Central Value Added Tax
CMC	Contract Monitoring Committee
COTS	Commercial Off The Shelf
DeitY, GoI	Department of Electronics & Information Technology, Government of India
DoIT&C	Department of Information Technology & Communications, Government of Rajasthan
ETDC	Electronic Testing & Development Centre
FOR/ FOB	Free on Board/ Freight on Board
GoI	Government of India
GoR	Government of Rajasthan
GST	Goods & Services Tax
ICT	Information and Communications Technology
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Standards Organization
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
MeitY, GoI	Ministry of Electronics & Information Technology, Government of India
NCB	A bidding process in which qualified bidders only from within India can participate.
NeGP	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
NIB	Notice Inviting Bid
OEM/ OEM Software/ Software OEM	Original Equipment Manufacturer/ Original Equipment Manufacturer Software/ Software Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PO	Purchase Order
PQ	Pre-Qualification
PSD	Performance Security Deposit
RISL	RajCOMP Info Services Limited
RVAT	Rajasthan Value Added Tax
SD	Security Deposit
SLA	Service Level Agreement

SPPP	State Public Procurement Portal: (http://sppp.raj.nic.in)
SSDG	State Services Delivery Gateway
STQC	Standardization Testing and Quality Certification, Govt. of India
Service Provider / Supplier	Selected Bidder(s) after completion of the bidding process and completing all procurement formalities who has been awarded the procurement contract
TIN	Tax Identification Number
TPA	Third Party Auditor
VAT	Value Added Tax
WO	Work Order
DEFINITIONS	
Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto and amendments made thereafter
Archive Imagery	Imagery already captured and placed under archive library by OEM. However, period of Archive imagery requirement shall be defined by procuring entity. Also see Fresh Tasking / Acquisition
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. MD, RISL in this bidding document.
Contract/ Procurement Contract	A contract entered between the procuring entity and a successful bidder concerning the subject matter of procurement.
Day	A calendar day as per GoR/ GoI.
Fresh Tasking / Fresh Acquisition	Fresh tasking / acquisition means capturing of the satellite imagery data in desired time-window for desired AoI. Fresh tasking / acquisition is required to be done in desired time window as decided by procuring entity. Also see Archive imagery
Goods	All articles, material, commodities software, and any other category of goods 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 Bid (A document published by the procuring entity inviting bid relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal).
Notification	A notification published in the Official Gazette.

Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be.
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods, or services, including award of Public-Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly.
Project Site	Wherever applicable, means the designated place or places.
Procuring Entity/ Purchaser/ Tendering Authority	Person or entity that is a recipient of a good or service provided by a seller (the bidder) under a purchase order or contract of sale. Also called buyer. RISL in this RFP document.
RSDC	Rajasthan State Data Centre was established by DoIT&C is and functional at all locations including IT Building, Yojana Bhawan, Bhamashah State Data Center (BSDC), Secretariat and Jodhpur (DR Site).
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include the appointment of any person made by any procuring entity.
Startup	An entity defined as such by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India and, accordingly, has received recognition for the same from the competent authority in Government of India and, also, that the said entity is situated in Rajasthan. OR An entity approved as Startup by the State Level Implementation Committee under the Rajasthan Startup Policy, 2015.
State Government	Government of Rajasthan (GoR)
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works.

RajCOMP Info Services Ltd.

(A Government of Rajasthan undertaking)

email: info@risl.rajasthan.gov.in
website: www.risl.rajasthan.gov.in

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

NIB Reference No: F3.5(15)/RISL/PUR/2026/RajKaj Ref. No.24425760 **Date: 08-09-2026**

Unique Bid Reference No: RIS2627SLRC00049

Name & Address of the Procuring entity	* Name: Managing Director, RajCOMP Info Services Limited (RISL) * Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur - 302005 (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	* Name: Mr. Naveen Kumar * Designation: Additional Director * Address: RISL, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan) * Email: naveenkumar.doit@rajasthan.gov.in
Subject Matter of Procurement	RFP for Rate Contract for Supply of High Resolution Satellite Imagery for the state of Rajasthan for the period of 1 year
Bid Procedure	Single-stage: Two part (envelop) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS)-L1
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	* Websites: http://sppp.rajasthan.gov.in, http://eproc.rajasthan.gov.in, http://RISL.rajasthan.gov.in and http://doitc.rajasthan.gov.in * Bidding document fee: Rs. 5,000/- (Rupees Five Thousand only) in the form of Cash/Demand Draft / Banker's Cheque in the name of Managing Director, RISL payable at Jaipur. In case of SSI/MSME bid fees shall be 50 % of above specified rates. * RISL Processing Fee: Rs. 2,500/- (Rupees Two Thousand and Five Hundred only) through single challan on e-GRAS as per F.D. circular no. F.6(5)Finance/GF&AR/2018 dated 27-04-2020 or in the form of Demand Draft / Banker's Cheque in the name of Managing Director, RISL payable at Jaipur.
Estimated Procurement Cost	Rs. 38 Crore (Rupees thirty eight crore only)(incl. all taxes and levies)
Bid Security and Mode of Payment	* 2 % of the estimated procurement cost * 0.5% of the estimated procurement cost for S.S.I. unit of Rajasthan * 1% of the estimated procurement cost for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction * Mode of Payment: banker's cheque or demand draft or bank guarantee or electronic bank guarantee (e-BG), in specified format, of a scheduled bank or Insurance Surety Bonds issued by IRDA, deposit through eGras or Fixed Deposit Receipt (FDR) of a scheduled bank. * Bid Security shall be in favour of "Managing Director, RISL" payable at "Jaipur".
Period of Sale of Bidding Document (Start/End Date)	* Start Date:09-09-2026 at 3:00 PM * End Date: 13-10-2026 at 4:00 PM
Date / Time / Place of Pre-bid Meeting	Date/ Time of Pre bid: 15-09-2026 at 11:30 AM * Place: Board Room, RajComp Info Services Ltd, Yojna Bhawan, C-scheme, Jaipur * Pre-requisite: Submission of tender fees as mentioned * Manner: Through email on ID: naveenkumar.doit@rajasthan.gov.in * Pre-Bid query submission upto date: 15-09-2026
Manner, Start/End Date for the submission of Bids	Manner: Online at e-Proc website (http://eproc.rajasthan.gov.in) * Start Date: 23-09-2026 at 3:00 PM * End Date: 13-10-2026 at 4:00 PM
Submission of Banker's Cheque / Demand Draft for	End Date: 13-10-2026 at 4:00 PM

Signature valid

Digitally signed by Naveen Kumar
Designation : Additional Director
Date: 2026.09.08 12:39:54 IST
Reason: Approved

RajKaj Ref No.:
24425760

M e-Sign

IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur-302005
Ph: 0141-2224855, Fax: 0141-22[illegible]
Website: http://www.doitc.rajasthan.gov.in

Tender Fee, Bid Security, and Processing Fee*	
Date / Time / Place of Technical Bid Opening	Date: 13-10-2026 Time: 4:30 PM * Place: 1st Floor, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Date / Time / Place of Financial Bid Opening	Will be intimated later to the technically qualified bidders
Bid Validity	120 days from the bid submission deadline

Note:

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

(Naveen Kumar)
Additional Director

Signature valid
Digitally signed by Naveen Kumar
Designation : Additional Director
Date: 2026.09.08 12:39:54 IST
Reason: Approved

RajKaj Ref No.:
24425760

M e-Sign

2. PROJECT PROFILE & BACKGROUND INFORMATION

1. Project Profile

The Department of IT&C, Rajasthan, intends to meet the growing need for high-resolution satellite imagery across state departments through rate contract. The objective of this rate contract is to enable all state government departments and agencies to obtain quick, need-based access to imagery without entering a comprehensive tendering process for each requirement, thereby reducing delays and transaction costs. This will support use cases such as statewide basemap preparation, urban planning, forest area delineation, asset verification, crop assessment, infrastructure planning, and other applications as per departmental needs.

2. About RISL

RISL (formerly RajCOMP) is a fully Government of Rajasthan owned company. RISL is a leading consulting organization in the field of Information Technology. RISL operates under the aegis of Government of Rajasthan. RISL is the designated State Designated Agency (SDA) for implementation of National e-Governance Plan (NeGP) Components i.e. State Data Centre (SDC), State Wide Area Network (SWAN), Common Service Centre (CSC), State Service Delivery and other State's Mission Mode Projects (MMPs). RISL is also a Technology Partner with departments like Agriculture, State Election Department, JCTSL, Education Department, RHSDP etc. RISL takes up the activities of procuring and outsourcing of hardware, software, networking components and other products and services on behalf of Government Departments/ Organization (users).

3. About RajDharaa

DoIT&C/ RISL has established an integrated GIS infrastructure for the state to advance good governance, sustainable development, and citizen empowerment by maintaining standardized GIS assets. Building on this foundation, the state has created RajDharaa.

The primary objective of RajDharaa is to design and develop a statewide, unified geospatial platform to acquire, process, store, distribute, and maximize the use of geospatial data generated by Government of Rajasthan agencies. The ecosystem comprises the governance framework, hardware, software, applications, data, models, and methods that manage spatially referenced and geographically tagged information, as well as related non-spatial data, to create multidimensional decision-support systems. RajDharaa provides single-window access for citizens and enhances the efficiency and productivity of departments such as Land Revenue, Registration & Stamps, Forest, Urban Development, Local Self Government, Medical and Health, Police, Water Resources, Education, Forestry, Agriculture, among others.

3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

I. A bidder participating in the procurement process shall possess the following minimum pre-qualification/ eligibility criteria.

S. No.	Basic Requirement	Specific Requirements	Documents Required*
1	Legal Entity	The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932. OR A partnership firm registered under Indian LLP Act, 2008. OR Any other Act of State / Union, as applicable for dealing in the subject matter of procurement	- Copy of valid Registration Certificates OR - Copy of Certificates of incorporation
2	Financial: Turnover	Annual Average Turnover of the bidder from IT/ITes in India during of the last three financial years, i.e., for FY 2022-23, FY 2023-24 and FY 2024-25 (as per the last published audited balance sheets), should be at least Rs. 12.00 Crore.	CA Certificate* (as per Annexure- 10)
3	Financial: Net Worth	The net worth of the bidder as on 31-Mar-2025 should be Positive.	CA Certificate*

S. No.	Basic Requirement	Specific Requirements	Documents Required*
4	Technical Capability & Experience	The bidder must have successfully completed project(s), full or part, of supply of satellite imagery in Central Government Department/ State Government Department/ PSU/ Govt. Undertakings in India/NRSC/ISRO during last 5 financial years (FY 2021-22,FY 2022-23, FY 2023-24, FY 2024-25 & FY 2025-26) in India fulfilling one of the following options: a. Having value of Rs.2.00 crores in single purchase order OR b. Having value of Rs.5.00 Crores in three purchase orders	Work Completion Certificates from the client; OR Work Order + Self Certificate of Completion / Part Completion (Certified by the Statutory Auditor/ Auditor/ Chartered Accountant); OR Work Order + Phase / Part Completion Certificate from the client ***Note: -** The sample/ indicative format for client certificate and CA certificate for substantiating work experience is annexed at Annexure- 11 and 12 respectively.*
5	Registration	The bidder, at the time of bidding, must be registered as imagery data disseminator firm in IN-SPACe, GoI. The registration/ authorization should remain valid during contract period.	Annexure 7 along with Copy of valid registration certificate issued by IN-SPACe
6	Tax registration	The bidder should have a registered number of i. GST where his business is located ii. Income Tax / PAN number.	Copies of relevant certificates of registration & PAN card

S. No.	Basic Requirement	Specific Requirements	Documents Required*
7	Mandatory Undertaking	Bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c) not have a conflict of interest in the procurement in question as specified in the bidding document. d) comply with the code of integrity as specified in the bidding document.	A Self Certified letter as per Annexure-5: Self-Declaration
8	Manufacture Authorization Form (MAF)	MAF is required at the time of Bid Submission	OEM or its authorized distributor/reseller certified # MAF as per Annexure-8

* *Wherever CA Certificate are being produced as a part of bid / subsequent communication(s), such certificate should necessarily poses CA's/ CA Firm's Registration Number, Signature, Seal and UDIN for the certificate.*

\# • **MAF** can be issued by the **OEM or its OEM-authorized distributor/reseller**.

- If the MAF is issued by a distributor/reseller, that distributor/reseller must provide **proof that it is authorized by the OEM**

4. SCOPE OF WORK, DELIVERABLES, TIMELINES & PAYMENT

RISL intends to on-board IN-SPACe registered satellite imagery supplier firms / agencies/ data disseminators, through rate contract for the period of one(1) year, for providing satellite imagery(s) of given specifications mentioned in the RFP 'Annexure-2: Technical Specifications' as per following details:

1. **Supplies, specifications, quality and replacement**

    a) Procuring Entity: RISL or its designated agency/officer shall be the Procuring Entity. The procuring entity shall issue purchase order to the supplier agency and make payments for the supplies.

    b) User Entity: Any government department / agency intending to procure Satellite imagery using this Rate Contract, shall be called *User Entity*. Procuring entity may place orders and make payments on behalf of the *User Entity*.

    c) Area of Interest: Actual Procuring Entity shall provide the area of interest (AoI), in the form of Shape file / KML / Any other industry standard GIS format along with / in succession of the confirmed work order. The Shape file / KML / Any other industry standard GIS format information shall be provided through email /any other digital mode to the contact person of the firm as defined in its bid / succesive official communication(s).

    d) Data capture Time window:In case of fresh tasking, Desired time window shall also be provided by the *Procuring Entity* for capturing / captured data.

    e) Feasibility: In case of fresh tasking, the above details i.e. AoI and Time Window shall be provided to the supplier firm and the procuring authority shall seek feasibility report within given time frame. If feasible, order / confirmation of capturing/providing data shall be communicated at least 10 days before the start of the desired time window.

    f) Delivery:

        1) In case of fresh tasking,if the AoI is covering multiple districts, the supplier firm may submit district wise/ULB wise data.

        2) The data shall be submitted on popular medium e.g. Hard Disk(s)/USB.

    g) Desired Quality:

        1) The provided imagery(s) shall strictly match with the specifications mentioned in the RFP 'Annexure-2: Technical Specifications'

        2) The supplier firm, prior to submission of data, must undertake basic quality check of the satellite imagery to be supplied with respect to completeness,correctness, , color-

shading, maximum off-nadir angle, cloud cover, minimum required overlaps etc. and ensure all requisite compliance before making the delivery.

3) With each data submission, the supplier firm is required to submit quality check / compliance report for the data being supplied along with the list of data & supporting files with their vintage (date & time).

h) Data validation:

1) *Procuring Entity* / designated agency or person shall undertake data validation activity after receiving complete set of single supply and provide its observation(s) to the supplier firm along with requirement of replacement of a patch / strip of imagery, if required. In case replacement is required, the replaced patch / strip should match all desired specification(s) and the time window.

2) The supplier firm shall provide fully compliant replacement within 15 days time along with supporting files and reports.In case of cloud situation, replacement may extend upto 45 days with pirior approval of prucrement entity for ensuring image with better quality.

3) The time taken by the *Procuring Entity* / designated agency or person in validation and the time period allowed to provide replacement shall not be counted in delivery period.

i) Post delivery support service:

From the “Date of Acceptance” of supplied data, the Support Service period as specified in the bidding document shall commence. During this period, the bidder shall: - a) provide post-delivery support for data quality. b) provide a dedicated centralized helpdesk number, email address such that the enduser may report problems, if any, using any of the available methods

2. Technical Specifications

The technical specifications for the supplies shall be as per ‘Annexure-2: Technical Specifications’ and the supplied items should match all the listed specifications.

3. Project Deliverables, Milestone, Timelines and Payment Schedule

The indicative lists of deliverables are mentioned in the following table:

Sr.	Scope of Work	Deliverables (Reports/ Docs)	Timelines (in Months)	Payment
1.	Successful Delivery and acceptance of Satellite Data as per scope of work	- **Deliverable as per Annexure-2** along with supporting files (including imagery strips to be replaced after QC) through delivery challan & List / details of supplies - List of supplied data (file names with required information) - Coverage of supplied data (Shape / KML) through email /any other digital mode - Quality adherence certificate from OEM or its authorized distributor/reseller - Metadata report consist of information such as Unique Image ID, sensor name,Acqusition date,Off-Nadir angle, cloud cover per strip etc.	T_1 =T_0 + 45 Days where T_0 is date of issue of Purchase order / associated instructions or information if issued on a date different than PO / completion of data capture period whichever is later.	- 70% of cost of supplied data after delivery *
2	Acceptance of Satellite Data	- Acceptance Report issued by procurement entity	T2= T1+60 days.	- 25% of the cost of supplied data after acceptance of the delivered data .
3	Post Delivery Support Services	- SLA Compliance Report/ Satisfactory report		- 5% of the cost of data after 1 year post delivery support services

Note:

a) The paymsent will be made based on successful completion of project deliverables as specified in the above table

b) Penalty and LD, if any shall be deducted from the due payments and/or respective performance serurities.
c) Selected bidder shall supply Satellite data as per the technical specification mentioned in the bid document along with the compliance sheet of the bidder and OEM or its authorized distributor/reseller.
d) Bidder shall submit an Imagery Metadata Report describing Sat-Id, area of interest, swath, time period, no. of scenes, RPB/RPC, off-nadir angle, mean collected GSD (as applicable).
e) The bidder shall ensure complete compliance with all prescribed quality parameters prior to data supply and shall submit an undertaking along with the Quality Control (QC) report.
f) The user entity may verify each image scene with the tender specification and satellite meta data.
g) In case, the data is not accepted by the user entity or is not found as per the bid specifications, then, in that case, the bidder has to replace the data as per the Service Level Agreement Clause. Hence, to avoid penalty, the bidder has to ensure 100% quality adherence.

4. Roles and Responsibilities of Stakeholders

a) Roles and Responsibilites of Procuring entity (RISL)

i. Designate an official to act as Single-Point-Of-Contact (SPOC) for the contract. However, for a specific work order, different SPOC may nominated.

ii. Conduct project review meetings, whenever required, to monitor overall progress of supplies.

iii. Make various official communications with the selected bidder.

iv. Provide Sign-off / acceptance of various project deliverables submitted by the supplier firm.

b) Roles and Responsibilites of User Entity

i. Designate an official to act as Single-Point-Of-Contact (SPOC) for the contract. However, for a specific work order, different SPOC may nominated.

ii. Conduct project review meetings, whenever required, to monitor overall progress of supplies.

iii. Coordination with the RISL and Make various official communications

iv. Provide Sign-off / acceptance to RISL w.r.t various project deliverables submitted by the supplier firm/ RISL

c) Roles and Responsibilites of Selected Bidder

i. Provide details of dedicated project manager for this project who would work as SPOC for all tasks / activities after rate contract. In case of change in project manager, the firm, prior to or at the time of change, shall inform the Procuring Entity, in writing and through email.

ii. Define and inform Escalation Matrix, in writing & through email/any other digital mode communication. Proactively update the Escalation Matrix in case of any changes (generally within 15 days of the change) and communicate the same as per the defined procedure.

iii. The Escalation Matrix must include contact details including name, designation, office address, individual official email & phone/ fax/ mobile numbers of project manager and office bearers as well as generic office email(s) & office phone/ fax/ mobile numbers.

iv. Ensure to provide all supporting documents along with delivery and other information, if desired by the Actual Procuring Entity or by the designated officer in person/ through phone / email from time to time

v. Coordination with the procuring entity and participate in meetings convened by RISL / procuring entity during the course of execution of purchase orders.

vi. Submission of deliveries to procuring entity as per terms & conditions of RFP and timeline agreed.

vii. Aprising / informing the procurement entity on any expected delay(s) in supplies along with the reason for such delay(s).

5. INSTRUCTION TO BIDDERS (ITB)

1. Sale of Bidding/ Tender Documents

a. The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid. 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 authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa.

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.

e. Pre-bid queries of only those firms who have submitted the Tender document fees on or before pre-bid meeting will be entertained. Bidders are required to submit their pre-bid queries in the format given in Annexure-3.

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:
e. Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

4. Period of Validity of Bids

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-responsiveBid.
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 Bidand 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. 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 followedfor the Bid: -

a. Technical Bid, including fee details, eligibility& technical documents

b. Financial Bid

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

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)
3.	Bid Security	Instrument/ Proof of submission (PDF)
Eligibility Documents		
4.	Bidder's Authorisation Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Annexure - 4 (PDF)
5.	Declaration of (OEM or its authorized distributor/reseller) by the Bidder on Bidder Letter Head	As per Annexure – 9 (PDF)
6.	Manufacturer's Authorization Form on Manufacturer's / (OEM or its authorized distributor/reseller) letter head	As per Annexure – 8 (PDF)
7.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF)
Technical Documents		
8.	Self Declaration	As per Annexure-5 (PDF)
9.	Certificate of Conformity/ No Deviation	As per Annexure-6 (PDF)
10.	Declaration by Bidders	As per Annexure-9 (PDF)
11.	Bidder's Organization Profile	Brief organization profile of Bidder
12.	Previous Project References	As per Annexure – 17 (PDF)
13.	Compliance to Technical Specifications#	As per Annexure – 2 (PDF)
# Compliance to Technical Specifications (Annexure – 2) shall be provided both by the bidder as well as the OEM or its authorized distributor/reseller.		

e) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Financial Bid – Cover Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-13 (PDF)
2.	Financial Bid	As per BoQ (.XLS) format available on e-Procurement portal

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

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.

7. Alternative / Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

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 or electronic bank guarantee (e-BG), in specified format, of a scheduled bank or Insurance Surety Bonds issued by Insurer registered with the Insurance Regulatory and Development Authority of India (IRDA) for transact the business of issuing Insurance Surety Bonds, deposit through eGras or Fixed Deposit Receipt (FDR) of a scheduled bank. FDR 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 furnished 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. 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.

9. Deadline for the submission of Bids

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

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

10. Withdrawal, Substitution, and Modification of Bids

a) If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurementwebsite under the section "Bidder's Manual Kit".

b) Bids withdrawn shall not be opened and processed further.

11. Opening of Bids

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

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

c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.

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

e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
   a. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
   b. bid is valid for the period, specified in the bidding document;
   c. bid is unconditional and the bidder has agreed to give the required performance security; and
   d. other conditions, as specified in the bidding document are fulfilled.
   e. any other information which the committee may consider appropriate.

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

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

12. Selection Method

The selection method is **item wise Least Cost Based** Selection (LCBS or L1).

13. Clarification of Bids

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

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

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

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

14. Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

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

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

iii. A material deviation, reservation, or omission is one that,
   a. if accepted, shall:-
      i. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
      ii. 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
   b. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.

iv. 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.

v. 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

i. 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.

ii. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration 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.

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

c) Technical Evaluation Criteria

i. Technical Evaluation shall be done based on conformity of the documents* submitted in the technical bid (as per the conditions mentioned in the bidding document) and the Relevant Project experiences, understanding of the scope in the RFP, Approach & Methodology on the project, etc.

d) Tabulation of Technical Bids

i. 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.

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

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

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

15. Evaluation & Tabulation of Financial Bids

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

a) The financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;

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

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

d) conditional Bids are liable to be rejected;

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

f) the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria

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. In cases where more than one bidder is found at the L1 position, the bidder with demonstrated experience in supplying the maximum contiguous cover area of the required satellite imagery in a single lot shall be considered the lowest bidder.It is suggested bidders to submit work experience such that they could showcase their capability pertains to this clause, at the time of bid submission.

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.

j) L1 Bidder i.e. the bidder quoted lowest in the **bid for each given item shall be accepted as successful bidder for Rate Contract for that item.**

16. Correction of Arithmetic Errors in Financial Bids

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

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

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

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

17. Price/ purchase preference in evaluation

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

18. Negotiations

a) 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.

19. 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.

20. Lack of competition

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

21. Acceptance of the successful Bid and award of contract

a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee, has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid(s) 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(s) whose offer has/have 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(s), in writing, that its Bid(s) has been accepted.

g) As soon as a Bid(s) is accepted by the competent authority, its written intimation shall be sent to the concerned bidder(s) 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(s).

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(s). 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(s) is signed and its performance security is obtained.

22. Information and publication of award

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

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

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

24. Right to vary quantity

a) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased, but such increase shall not exceed 50% of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.

b) 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.

c) 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: -

a. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
b. 50% of the value of goods or services of the original contract.

25. Price Fall

If the bidder i.e. rate contract holder quotes/ reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under the rate contract and the rate contract shall be amended accordingly.

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

c) Performance security shall be furnished in any one of the following forms: -
   i. Bank Draft or Banker's Cheque of a scheduled bank;
   ii. 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;
   iii. Bank guarantee/s of a scheduled bank [Annexure 14 (B)]. 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;
   iv. 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 (ii) to (iv) 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:-
   i. When any terms and condition of the contract is breached.
   ii. When the bidder fails to make complete supply satisfactorily.
   iii. 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.

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 despatched to the bidder.
b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.
c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.
d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

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: -
   a. impede enforcement of any law;

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

b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.
c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
d) In addition to the restrictions specified above, the procuring entity, while procuring a 'subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

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

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: -

   a. Prohibiting

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

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

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

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

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

      vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

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

   b. disclosure of conflict of interest;

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

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

   a. exclusion of the bidder from the procurement process;

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

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

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

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

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

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.

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:
   a. Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings:
   b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (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 endeavour to dispose it of within 30 days from the date of filing of the appeal:

e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be : First Appellate Authority: Principal Secretary, IT&C, GoR
   Second Appellate Authority: Secretary(Budget), Finance Department, GoR

f) Form of Appeal:
   a. Every appeal under (a) and (c) above shall be as per Annexure-16 along with as many copies as there are respondents in the appeal.
   b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
   c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

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

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

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

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.

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.

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.

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 debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.

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

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

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

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

6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

Definitions

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

a. "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
b. "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
c. "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, 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. "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
h. "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
i. "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.
j. "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.
k. "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.

1. **Contract Documents**

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

2. **Interpretation**

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

3. **Language**

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

4. Joint Venture, Consortium or Association

Joint Venture, Consortium or Association is not allowed for this procurement

5. Eligible Related Services

a) For purposes of this Clause, the term “related services” includes services which are not explicitly stated but may be required for developing the applications.

6. Notices

a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term “in writing” means communicated in written form with proof of dispatch and receipt.
b) A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

7. Governing Law

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

8. Scope of Supply

a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such 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.

9. Supplier’s/ Selected Bidder’s Responsibilities

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

10. 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.

11. Contract Price

a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

b) Prices charged by the 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.

12. Recoveries from Supplier/ Selected Bidder

a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.

b) The Purchase Officer shall withhold amount to the extent of short supply, broken/damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with RISL.

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.

13. Taxes & Duties

a) The TDS, GST etc., if applicable, shall be deducted at source/ paid by 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.

14. Copyright

The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the Selected Bidder, or, if they are furnished to the Purchaser directly or through the Supplier/ Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

15. Confidential Information

a) The Purchaser and the 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 <user department or> RISLor other institutions participating in the Contract;
   ii. now or hereafter enters the public domain through no fault of that party;
   iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
   iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

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

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

16. Sub-contracting

Sub-Contracting is not allowed for the bid.

17. Specifications and Standards

a) All services/ supplies shall strictly conform to the specifications, trademark laid down in the bidding document and wherever services/ supplies have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those services 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 services/ supplies supplied conform to the specifications shall be final and binding on the supplier/ selected bidder.

a) Technical Specifications and Drawings
   i. The Supplier/ Selected Bidder shall ensure that the services/ supplies 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 services/ supplies supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin.
b) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.
c) The supplier/ selected bidder should further warrant that the services shall be free from defects arising from any act or omission of the supplier/ selected bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.

18. Insurance, Safety Regulation, Accident and Damage

a) The goods/ equipments / services to be used for supply of services under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.

b) Bidder shall also be held responsible for the insurance, safety of equipment and personnel employed by the Bidder and all other statutory compliances in executing the order. Insurance and all other statutory compliances for the Bidder’s materials, personnel shall be at the sole responsibility of the Bidder and all cost incurred on same will be borne by the bidder. RISL/ DoIT&C will not be held responsible for any loss or damage to the Man or Material during the period of contract.

c) The selected Bidder shall be solely held responsible to ensure observance of safety code and security regulations as may be prescribed by the respective authorities from time to time and such other precautions, measures as shall be necessary and shall employ / deploy all equipment necessary to protect all works, materials, properties, structures, equipments, installations, communications and facilities whatsoever from damage, loss or other hazard whatsoever (including but not limited to fire and explosion).

d) Selected bidder shall be solely responsible at his own cost for any accident, loss, damage, alteration, displacement, disturbance or destruction of property as aforesaid resultant directly or indirectly from any breach by the selected bidder of his obligation aforesaid or upon any operation, act or omission of the selected Bidder his Sub-contractor(s) or agent(s) or servant(s).

e) Damage correction / compensation of loss shall be at the discretion or shall be decided by respective authority and shall be borne by the bidder.

19. Transportation

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

b) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay, the freight together with departmental charge @5% of the freight will be recovered from the supplier's/ selected bidder's bill.

20. Inspection

c) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ selected bidder's premises and shall have the power at all reasonable time to inspect and examine capability of manpower, hardware to be used for the delivery of services.

d) The supplier/ selected bidder shall furnish complete address of the premises of his factory, office where offsite activities related to project are being carried out/ executed, go-down and workshop where and inspection can be made together with name and address of the person who is to be contacted for the Inspection purpose.

e) After successful inspection, it will be supplier's/ selected bidder's responsibility to dispatch and install the equipment at respective locations without any financial liability to the Purchaser. However, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.

21. Rejection

f) Deliverables not approved during inspection shall be rejected and have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.

g) If, however, due to exigencies of RISL / DoIT&C / other stake holder departments / agencies' work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

22. 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 biddershall 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 RISL/ DoITC/ Line Departmentswas 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 RISL 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 RISL/ DoITCis 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 : -

No.	Condition	LD %*
a.	Delay up to one fourth period of the prescribed period of delivery, successful installation and completion of work	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery, successful installation and completion of work	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	7.5 %
d.	Delay exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	10.0 %

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

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

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

iv. Deployment period may be extended with or without liquidated damages if the delay is on account of hindrances beyond the control of the bidder.

v. Bidders must make their own arrangements to obtain import licence, if necessary. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in theletter of acceptance of bid issued by the Purchase Officer.

23. 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 installation 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.

24. Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of 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.

25. 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 RISL in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RISL, 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 RISL/ DoITC, the RISL/ DoITCmay take the case with the supplier/ selected bidder on similar lines.

26. Termination

a) Termination for Default

i. The tender sanctioning authority of RISL 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 RISL; 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 judgement of the Purchaser,isfound 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 RISL 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

RISL 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 RISL.

c) Termination for Convenience

i. RISL, 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.

27. Exit Management

a) Preamble

  i. The word 'parties' include the procuring entity and the selected bidder.
  ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.
  iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
  iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

b) Transfer of Assets

  i. The selected bidder may continue work on the assets for the duration of the exit management period which may be a two months period from the date of expiry or termination of the agreement, if required by RISL to do so. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.
  ii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the RISL as desired by the procuring entity during the exit management period.
  iii. RISL during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide

RISL/DoIT&C or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.

iv. Upon service of a notice, as mentioned above, the following provisions shall apply: -

a. In the event, if the assets which to be transferred to RISL mortgaged to any financial institutions by the selected bidder, the selected bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to RISL or its nominated agencies.

b. All title of the assets to be transferred to RISL or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder.

c. That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected bidder to RISL.

d. That the products and technology delivered to RISL during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in the this bidding document without prior written notice and approval of RISL. Supplied hardware, software & documents etc., used by selected bidder for RISL shall be the legal properties of RISL.

c) Cooperation and Provision of Information during the exit management period

i. The selected bidder will allow RISL or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable RISL or its nominated agencies to assess the existing services being delivered.

ii. The selected bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the selected bidder. RISL or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected bidder shall permit RISL or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by RISL or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.

d) Confidential Information, Security and Data

The selected bidder will promptly on the commencement of the exit management period supply to RISL or its nominated agencies the following:

i. Documentation relating to Intellectual Property Rights;
ii. Project related data and confidential information;
iii. All current and updated data as is reasonably required for purposes of RISL or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by RISL or its nominated agencies; and
iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RISL or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to RISL or its nominated agencies, or its replacement operator (as the case may be).
v. Before the expiry of the exit management period, the selected bidder shall deliver to RISL or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.

e) Transfer of certain agreements

i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leasers, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by RISL or its nominated agencies, or its replacement operator.
ii. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to RISL or its nominated agencies, and/ or any replacement operator in order to inventory the assets.

f) General Obligations of the selected bidder

i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to RISL or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.

ii. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

g) Exit Management Plan

i. The selected bidder shall provide RISL or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.

ii. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and

iii. Plans for the communication with such of the selected bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on RISL operations as a result of undertaking the transfer; and

iv. If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to RISL or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.

v. The Bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.

vi. Each Exit Management Plan shall be presented by the selected bidder to and approved by RISL or its nominated agencies.

vii. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.

viii. During the exit management period, the selected bidder shall use its best efforts to deliver the services.

ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.

x. It would be the responsibility of the selected bidder to support new operator during the transition period.

28. Settlement of Disputes

Any dispute arising out of the contract shall be settled as per the provision of the Arbitration & Conciliation Act 1996.

7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1. Payment Terms and Schedule

a. The selected agencies request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfillment of all the obligations stipulated in the Contract.
b. Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the selected agencies, and the purchaser has accepted it.
c. The currency or currencies in which payments shall be made to the selected agencies under this Contract shall be Indian Rupees (INR) only.
d. All remittance charges will be borne by the selected agencies.
e. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
f. Payments in case of those supplies which need testing or QA/QC, shall be made only when such tests / QA/QC activities have been carried out, test results received conforming to the prescribed specification.
g. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the applicable payments.
h. Taxes, as applicable, will be deducted/ paid, as per the prevalent rules and regulations.

2. Payment Schedule

Payments to the supplier firm, after successful completion of the target milestones (including specified project deliverables), shall be made as defined in Section C - '*Project Deliverables, Milestones, Timelines and Payment Schedule*' of Chapter 3.

Note:

h) a) The payment will be made based on successful completion of project deliverables as specified in the above table
i) b) Penalty and LD, if any shall be deducted from the due payments and/or respective performance serurities.

3. Other Important Terms & Conditions

a) All the supplies should be made adhering to all formalities as per prevailing acts / rules / guidelines issued by GoI / GoR with reference to supply of satellite imagery.
b) The supplier firm shall timely inform DoIT&C/RISL about the formality(s) is/are required to be completed by DoIT&C/RISL and provide required assistance for the same.
c) The supplied data shall be used to produce various other datasets (raster / vactor / other) or various type of analysis etc. The supplied data shall become property of Govt. of Rajasthan and GoR shall have all rights to use this supplied data or derived datasets by any of its departments / agencies / projects / schemes / programmes etc.

4. Price Validity

The approved price will remain valid and unchanged during the Contract Period subject to Price Fall clause.

5. Quality of Services

a) The selected bidder shall ensure security & quality of data before its submission.

b) As far as possible, industry standard Quality Assurance (QA) and Quality Control (QC) methods shall be followed to rectify the errors both in spatial and attribute data prior to submission to RISL.

6. Additional Conditions of the Rate Contract

a) The area mentioned in the Bid is indicative and shall only be used for the purpose of financial bid evaluation which can be increased & decreased by the procuring entity and the payments shall be made as per actual data supplied on per sq.km. rate contract basis. No minimum quantity is guaranteed in rate contract.

b) As per the project requirements, from time to time, the Purchaser shall issue work order to the successful bidder(s) for delivery of Satellite Data, however the rate contract does not guarantee the bidder to receive any minimum / committed number of work order (/s) from the department. The department shall have the rights to purchase the data products in whole lot or part, as the case may be.

c) Each supply items of work order(s) issued shall be of minimum of 25 sq.Km area for Mono & 25 sq.Km. for Stereo Images.

d) The work order shall specify the area of interest of Satellite Data to be supplied and delivery schedule. If felt necessary, the AoI shall also be communicated as shape/kml/excel/other standard format file through email/any other digital mode to the successful bidder(s) on its specified email address.

e) Validity of Contract:- The rate contract shall be valid up to one year from the date of execution of the agreement. **The period can be extended with mutual agreement up to one more year.**

f) The supply or work order shall be placed at the contracted price for supply or execution of the required quantity of the subject matter of procurement mentioning the delivery schedule as and when needed.

g) Original printed literature/ catalogue of items offered if any should be appended with the tender.

7. Service Level Standards/ Requirements/ Agreement

1. Service level plays an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure high quality of services from selected bidder, in an efficient manner to the identified users under this procurement.

2. The service level shall be tracked on a periodic basis and have penalty clauses on non-adherence to any of them. The Bidder shall submit reports on all the service levels to the Purchaser in accordance with the SLA. The service levels defined below provide for target level of services required, measurements thereof and associated penalties.
3. The penalties are not applicable if the delay / non-availability is due to issues in hardware infrastructure & network, viruses or any other reasons which are beyond the control of the bidder.
4. In case of failure to meet the standards of the purchaser, the Purchaser on their own discretion may ask to replace the specific imagery strip. Penalties on improper quality of data or delay in replacement are defined below.
5. Failing in providing quality data, following penalty provisions shall be applicable per AOI:

Slab	% Area required to be replaced against total area ordered	% Penalty of cost of imagery required to be replaced*
A	10% of total area ordered	No Penalty
B	>10% but <= 20%	2%
C	>20% but <= 30%	5%
D	>30%	10%

**Penalty shall be calculated for given slab only. E.g. if 10,000 sq.km imagery area is ordered @ Rs.1000/- per Sq. Km, penalty shall be calculated as per following examples:*

Case	*Imagery replacement*	*Penalty applicable*
I	*1000 sq.km*	*No Penalty*
II	*2000 Sq. Km*	*2000 Sq. Km = 20% of ordered area* *Area covered under slab 'A' = 1000 Sq.Km* *Area covered under slab 'B' = 1000 Sq.Km* *Cost of Imagery: Rs.1000.00 / Sq.Km* *2% of cost of Imagery = Rs.20.00* *Applicable Penalty:* *- 2% of cost of area under Slab 'B': Rs.20000.00* *- Total penalty under Slab 'A' & 'B': Rs.20000.00*
III	*3000 Sq. Km*	*3000 Sq. Km = 30% of ordered area* *Area covered under slab 'A' = 1000 Sq.Km* *Area covered under slab 'B' = 1000 Sq.Km* *Area covered under slab 'C' = 1000 Sq.Km* *Cost of Imagery: Rs.1000.00 / Sq.Km* *2% of cost of Imagery = Rs.20.00* *5% of cost of Imagery = Rs.50.00* *Applicable Penalty:* *- 2% of cost of area under Slab 'B': Rs.20000.00* *- 5% of cost of area under Slab 'C': Rs.50000.00* *- Total penalty under Slab 'A', 'B' & 'C': Rs.70000.00*

6. Failing timely replacement, the penalty provisions may be as under:

Replacement of imagery (strips)	% Penalty per day of the cost of the area as per approved rates for non-compliance towards given slab
Up to 15 days	No Penalty
>15 days but <= 30 days	1.0%
>30 days but <= 40 days	2.0%
>40 days	5.0%

Note: Maximum Penalty applicable to the bidder against ‘quality of data’ and ‘timely replacement’ shall not exceed 10% of the Work Order value. If the penalty exceeds any of the above limits, it may be considered as non-conformance to the Quality of Services/ SLA and may lead to termination of the Contract.

ANNEXURES

ANNEXURE-1: BILL OF MATERIALS

Sr. No.	Item Description	Unit of measurement	Quantity (Sq. Km)
1	2	3	4
1.	50 cm PAN Sharpaned Mosaiced Mono Satellite Imagery [as per technical specifications mentioned in Annexure 2 (a)]. – Fresh Tasking	Sq. Km	12,000
2.	30 cm PAN Sharpaned Mosaiced Stereo Satellite Imagery [as per technical specifications mentioned in Annexure 2 (b)] – Fresh Tasking	Sq. Km	10,000
3.	50 cm PAN Sharpaned Mosaiced Mono Satellite Imagery Basemap for Approx. 3,42,239 SQKM (Archive) [as per technical specifications mentioned in Annexure 2 (c)]. -- Archive	Lumsum	1

ANNEXURE 2: TECHNICAL SPECIFICATIONS

{to be provided by bidder as well as each of the OEM or its authorized distributor/reseller whose items are being quoted in the bid}

a) 50 cm PAN Sharpaned Mosaiced Mono Satellite Imagery

Sr.	Parameter	Description	Compliance (Yes/No)
1.	Category of Product	High Resolution Mono Satellite Imagery	
2.	Size of Shape File(sq. km)	As per KML/SHP file provided	
3.	Product Type	View Ready (Standard)	
4.	Resolution	50 cm GSD or better at Nadir. The GSD mentioned is of PAN imagery.	
5.	Bands	4 band PAN sharpened (Red, Green, Blue and Near Infrared)	
6.	Cloud % acceptable	$\leq$ 10%	
7.	Off Nadir Angle (ONA) acceptable	Less than 30 degrees	
8.	Delivery Media	Hard Disk/USB	
9.	Datum / Projection	WGS84/UTM (meters)	
10.	Resampling Kernel	PAN Sharpened, Enhanced or equivalent	
11.	Format	GeoTIFF (mosaic as per GCP provided by department)	
12.	Bit Depth	11 bit or better	
13.	Tiling	16k X 16k Pixel-based within AOI	
14.	Fresh Tasking / Archive data	Fresh Tasking	
15.	Type of license	Government	
16.	Deliverables	Raw & processed mosaiced imagery**(Both)**	

b) 30 cm PAN Sharpaned Mosaiced Stereo Satellite Imagery

Sr.	Parameter	Description	Compliance (Yes/No)
1.	Category of Product	High Resolution Stereo Satellite Imagery	
2.	Size of Shape File (sq. km)	As per KML/SHP file provided	
3.	Product Type	Single Pass Stereo Pair (Fresh Acquisition). Pan Sharpened 30cm GSD, Fresh Tasking	
4.	Resolution	30 cm GSD or better at Nadir. The GSD mentioned is of PAN imagery.	

Sr.	Parameter	Description	Compliance (Yes/No)
5.	Bands	4 band PAN sharpened (Red, Green, Blue and Near Infrared)	
6.	Cloud % acceptable	≤ 10%	
7.	Off Nadir Angle (ONA) acceptable	Less than 30 degrees	
8.	Delivery Media	Hard Disk/USB	
9.	Datum / Projection	WGS84/UTM (meters)	
10.	Resampling Kernel	PAN Sharpened, Enhanced or equivalent	
11.	Format	GeoTIFF (mosaic as per GCP provided by department)	
12.	Bit Depth	12-bit radiometry	
13.	Tiling	16k X 16k Pixel-based within AOI	
14.	Fresh Tasking / Archive data	Fresh Tasking	
15.	B/H Ratio	0.4-0.7	
16.	Type of license	Government	
17.	Deliverables	Raw & processed mosaiced imagery**(Both)**	

c) 50 cm PAN Sharpaned Mosaiced Mono Satellite Imagery Basemap (Archive)

Sr.	Parameter	Description	Compliance (Yes/No)
1.	Category of Product	High Resolution Mosaicked Mono Satellite Imagery	
2.	Size of Shape File(sq. km)	Entire Rajasthan(Approx. 3,42,239 SQKM)	
3.	Product Type	Orthomosaic	
4.	Resolution	50 cm GSD or better at Nadir. The GSD mentioned is of PAN imagery.	
5.	Bands	4 band PAN sharpened (Red, Green, Blue and Near Infrared)	
6.	Cloud % acceptable	≤ 5%;	
7.	Off Nadir Angle (ONA) acceptable	Less than 30 degrees	
8.	Delivery Media	Hard Disk/USB	
9.	Datum / Projection	WGS84/UTM (meters)	
10.	Resampling Kernel	Cubic convolution or equivalent	
11.	Format	GeoTIFF (mosaic as per GCP provided by department)	

Sr.	Parameter	Description	Compliance (Yes/No)
12.	Bit Depth	8 bits	
13.	Tiling	16k X 16k Pixel-based within AOI	
14.	Imagery capture period	• At least 90% of the total imagery shall have been captured on or after 1 January 2026. • No Data Should be older than Jan, 2024.	
15.	Type of license	Government	
16.	Deliverables	Processed mosaicked imagery	

ANNEXURE 3: PRE-BID QUERIES FORMAT {to be filled by the bidder}

Name of the Company/Firm: ____
____

Bidding Document Fee Receipt No. ___________ Dated___________ for Rs. ____________/-

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

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

Company/Firm Contacts:

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax Nos.

Query / Clarification Sought:

S. No.	RFP Page No.	RFP Chapter & clause No.	Clause Details	Query/ Suggestion/ Clarification

<u>Note</u>: - 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.

ANNEXURE 4: BIDDER'S AUTHORIZATION CERTIFICATE {Indicative & to be filled by the bidder}

To,

The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: ____________

Place: _________________

ANNEXURE 5: SELF-DECLARATION {to be filled by the bidder}

To,

The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, C-Block,
Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

In response to the NIB Ref. No. ______________________________ dated ___________ for {Project Title}, as an Owner/ Partner/ Director/ Authorised Signatory of {name of bidder} ____________________________________, 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 ourdirectors 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 interestas 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: ____________

ANNEXURE 6: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by the bidder}

To,
The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

CERTIFICATE

This is to certify that, the specifications of supplies 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: __________________

ANNEXURE 7: DECLARATION BY BIDDER FOR IN-SPACe REGISTRATION

To,
The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

I/ We declare that we have been registered in IN-SPACe as Satellite Data Disseminators (Greater than 30 cm GSD) Reg / Auth No. ___________ Dated _________ having validity till _________ <date>. Copy of registration document is attached in this bid.

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

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

ANNEXURE 8: MANUFACTURER'S AUTHORIZATION FORM ON (OEM or its authorized distributor/reseller) LETTER HEAD (indicative format)

To,

The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

Ref: RFP No. ____________ dated _________ for 'Rate Contract *for Supply of High Resolution Satellite Imagery for the state of Rajasthan*'

Sir,

We {name and address of the OEM} ______ who are established and reputed original equipment manufacturers (OEMs) having factories/manufacturing units / development units at {addresses of manufacturing location } do hereby authorize M/s {name of the bidder } who is our { Channel Partner / Distributor / Service Provider/ System Integrator / Other <please specify>} to bid, negotiate and conclude the contract with you against the aforementioned reference for the following subject matter manufactured/developed by us:-

S. No	Subject Matter	Type of License	Validity (date)
1			
2			

We undertake to provide OEM warranty/ technical support for the offered supplies as per requirements of RFP.

We hereby confirm that the offered subject matter is not likely to be declared as End-of- Sale within next 12 months from the date of bid submission.

Yours faithfully,
For and on behalf of M/s (Name of the manufacturer)
(Authorized Signatory)
Name, Designation & Contact No.:
Address: ________________________________
Seal:

ANNEXURE 9: DECLARATION OF (OEM or its authorized distributor/reseller) BY THE BIDDER ON BIDDER LETTER HEAD

To,

The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, C-Block,
Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

I/ We {Name of Authorized Signatory & Designation} on behalf of <Bidder Registered Name> hereby declare/ certify that we are {bonafide manufacturer / Channel Partner / Distributor / Service Provider/ System Integrator / Other <please specify>} for subject matter & related services with <OEM Registered Name and Address>. The Manufacturer / OEM Authorization certificate is also attached along with the Bid. All supplies made by us shall be authentic licensed versions only.

If the above information furnished by us is found untrue, we shall be liable for the same and necessary action may be initiated against us including but not limited to termination of the contract, penalties to be decided by procuring authority.

Thanking you,

<Authorised Signatory of BIDDER>
<Designation of authorised Signatory>
<Bidder Registered Name>
(Seal of the Organization>
<Date>

ANNEXURE 10: C.A. CERTIFICATE TOWARDS TURNOVER (Indicative)

(On C.A.'s letterhead)

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

YojanaBhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan

In response to the Tender Ref. No. ____ dated __________ for RFP titled "Rate Contract *for supply of High Resolution Satellite Imagery for the state of Rajasthan*", as an Authorized Signatory of ____ (Name of C.A. / C.A. firm), I / We hereby confirm that my/our client ____ (Name of Bidder) has an average annual turnover from "Satellite Imagery or derived imagery products or both in India" in last three financial years, i.e., from FY 2022-23, FY 2023-24 and FY 2024-25 has been more than INR Rs. __ crores.

I/We hereby confirm that the annual turnover from "Satellite Imagery or derived imagery products or both in India" during last three financial years are as certified below:

Financial Year	**Turnover (in Lac Rs.)**
FY 2022-23	____
FY 2023-24	____
FY 2024-25	____

The information submitted above is true and fair to the best of my / our knowledge.

Thanking you,

Name of the C.A./ C.A. Firm: -

Registration Number:-

Authorised Signatory: -

Seal of the Organization: -

Date: ____________

Place: ___________

ANNEXURE 11: CLIENT CERTIFICATE TO SUBSTANTIATE WORK EXPERIENCE (Indicative) (On letterhead of the bidder's client)

TO WHOM SO EVER IT MAY CONCERN

As an Authorized Signatory of ______________________________________ (Name of Bidder's client), I/ We hereby confirm that (Name of Bidder) ____________________________ secured a work order from us vide order number _________ dated _________ titled _______________________________ with a value of Rs.________________________ (In Words _____________________________) towards **supply of satellite imagery**. I/We hereby confirm the said work has been completed satisfactorily for full value / Rs. Rs.________________________ (In Words _____________________________).

The information submitted above is true and fair to the best of my/our knowledge.

Thanking you,

Name of the Bidder's client: -

Authorised Signatory: -

- Signature: ___________________
- Name: ___________________
- Designation: ___________________
- Contact No.: ___________________
- Email address: ___________________
- Seal of the Organization:

Date: ___________

Place: ___________

ANNEXURE 12: C.A. CERTIFICATE TO SUBSTANTIATE WORK EXPERIENCE (Indicative) (On C.A.'s letterhead for each WO submitted)

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

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

In response to the Tender Ref. No. ____ dated __________ for RFP titled "Rate Contract *for supply of High Resolution Satellite Imagery for the state of Rajasthan*", as an Authorized Signatory of ____ (Name of C.A./C.A. firm), I/ We hereby confirm that my/ our client ____ (Name of Bidder) secured a work order from ____ (Name of Bidder's client) vide order number __________ dated __________ with an order value of INR _____________ (in words Rupees ____).

I/We hereby confirm that (in figure) __________(in words ______________) payment(s) has / have been received by my/our client for this work order between the time period of 1st April 2022 and bid submission date mentioned in the above citied RFP totalling Rs ______________ (in words Rupees ____). It is also confirmed that the realized value as mentioned above is towards supply of satellite imagery only.

The information submitted above is true and fair to the best of my/our knowledge.

Thanking you,

Name of the C.A./C.A. Firm: -

Registration Number:-

Authorised Signatory: -

Seal of the Organization: -

Date: ____________

Place: _________________

ANNEXURE 13: FINANCIAL BID COVER LETTER & FORMAT

COVER LETTER

To,

The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

Reference: NIB No. : ___________________________________ Dated: __________

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work 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.

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:

FINANCIAL BID FORMAT

Sr. No.	Item Description	Unit of measure-ment	Tentative Quantity	Base Unit Cost in INR (incl. all taxes & incidental charges but excluding GST (Rs.)	GST on Base Unit Cost (Rs.	Total Amount (in INR) (incl. all incidental charges, all Taxes and GST)
1	2	3	4	5	6	7=5+6
1.	50 cm PAN Sharpaned Mosaiced Mono Satellite Imagery [as per technical specifications mentioned in Annexure 2 (a)]. – Fresh Tasking	Sq. Km	12,000			
2.	30 cm PAN Sharpaned Mosaiced Stereo Satellite Imagery [as per technical specifications mentioned in Annexure 2 (b)] – Fresh Tasking	Sq. Km	10,000			
3.	50 cm PAN Sharpaned Mosaiced Mono Satellite Imagery Basemap for Approx. 3,42,239 SQKM (Archive) [as per technical specifications mentioned in Annexure 2 (c)]. -- Archive	LumpSum	1			

Note:

1. GST shall be paid as per prevailing rates at the time of invoicing.
2. Bidders are expected to quote for all the item categories mentioned in the above table. In case a bidder does not quote for any of the item category, the bid shall be summarily rejected.

ANNEXURE 14: BANK GUARANTEE FORMAT {to be submitted by the bidder's bank}

A. BANK GUARANTEE FORMAT –BID SECURITY

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

To,
The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

Sir,

1. In accordance with your Notice Inviting Bid for <please specify the project title> vide NIB referenceno. <please specify>M/s. …………………………….. (Name & full address of the firm) (Hereinafter called the "Bidder") hereby submits the Bank Guaranteeto participate in the said procurement/ bidding process as mentioned in the bidding document.

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

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

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

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

4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the RISL and it is further declared that it shall not be necessary for the RISL to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security

which the RISL may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

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

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

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

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

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

10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

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

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

Bank Details
Name & address of Bank:
Name of contact person of Bank:
Contact telephone number:

A. GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

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

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

B. BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

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

To,
The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

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

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

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

Signature

(Name & Designation)

Bank's Seal

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

Signature

(Name & Designation)

ANNEXURE 15: DRAFT AGREEMENT FORMAT {to be mutually signed by selected bidder and procuring entity}

This Contract is made and entered into on this ______day of ________, 2023 by and between RajCOMP Info Services Limited (RISL), having its head office at First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ RISL)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 <NIB No _________________>.

And whereas

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

And whereas

Purchaser has accepted the bid of supplier and has placed the Work Order vide Letter No. __________________dated________, on which supplier has given their acceptance vide their Letter No._____________dated ____________.

And whereas

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

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

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

2. In consideration of the payment to be made by RISL to supplier at the rates set forth in the work order no. ____________________ dated _________ will duly supply the said articles set forth in "Annexure-I: Bill of Material" thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.
3. The RISL do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the RISL will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. ____________ and completed by supplier within the period as specified in the RFP document.
5. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete: -

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

Note:

i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
ii. The maximum amount of agreed liquidated damages shall be 10%.
iii. If supplier 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 in on account of hindrances beyond the control of supplier.

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

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this _____day of _______________,2023.

Signed By:	Signed By:
( ) Designation:, Company:	() Managing Director, RISL

In the presence of:	*In the presence of:*
( ) Designation: Company:	() Designation: Department of IT&C, Govt. of Rajasthan
( ) Designation: Company:	() Designation: Department of IT&C, Govt. of Rajasthan

ANNEXURE 16: 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 againstand name and designation of the officer/ authority who passed the order (enclose copy), ora statement of a decision, action or omission ofthe 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 representedby 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 17: PREVIOUS PROJECT EXPERIENCE

Assignment name:	
Approx. value of the contract (in INR):	
Country:	
Location within country:	
Name of Client:	
Address:	
Approx. value of the imagery provided by your firm under the contract :	
Start date (month/year): Completion date (month/year):	No of professional staff-months provided:
Status of the project: (completed/partially completed/on-going etc.):	Two references of the client (Name, Designation & Contact details along with email id)
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Manager/ Project Lead etc.):	Name of associated Resource / Consultants, if any
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	
Relevancy to the RFP Scope	

ANNEXURE 18: UNDERTAKING ON AUTHENTICITY OF SATELLITE PRODUCT

(To be filled by the bidder)

To,
The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

Reference: NIB No.: Dated:

This has reference to the items being supplied/ quoted to you vide bid ref.no. dated

We hereby undertake that the Satellite Data supplied shall be genuine and original, with no refurbished, duplicate, or second-hand products used or to be used. The licensed operating system shall be provided along with the authorized license certificate bearing our name/logo and sourced only from an authorized source for use in India.

We further certify that the product supplied has no manipulation, alteration, or tampering in the metadata generated by the image sensor, and in case of processed products , the original metadata shall also be supplied along with the deliverables.

In case of any non-compliance with the above undertakings at the time of delivery of already billed products, we agree to take back the product at our own cost, refund any amount paid to us, and accept that you shall have the right to forfeit our Bid Security/SD/PSD for this bid, or to debar/blacklist us, or to take any other suitable action as deemed appropriate.

Date:

Authorized Signatory

Name:

Designation: