



**Rate Contract for procurement of
Services of Merchant Bankers Cum
Fund Arrangers**

**Rajasthan Financial Services Delivery
Limited (RFSDL)**

Single Stage – Two Envelope Bid

14th June, 2024

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Abbreviations

BDS - Bid Data Sheet

BDF - Bidding Forms

BIS - Bureau of Indian Standard

DSC - Digital Signature Certificate

e-GRAS – Electronic Government Receipts Accounting System

EQC - Evaluation and Qualification Criteria

FDR - Fixed Deposit Receipt

GCC - General Conditions of Contract

GST – Goods and Services Tax

GSTIN - Goods and Services Tax Identification Number

ITB - Instructions to Bidders

IPC - Interim Payment Certificate

LoA - Letter of Acceptance

MoU - Memorandum of Understanding

NIB - Notice Inviting Bids

O&M - Operations and Maintenance

PAN - Permanent Account Number

RTTP Act -Rajasthan Transparency in Public Procurement Act, 2012

RTTP Rule -Rajasthan Transparency in Public Procurement Rule, 2013

SCC - Special Conditions of Contract

SBD- Standard Bidding Document

SoR– Schedule of Requirements

SPFC - State Procurement Facilitation Cell

Rate Contract for procurement of Services of Merchant Bankers Cum Fund Arrangers

PART I — Bidding Procedure

Rate Contract for procurement of Merchant Bankers Cum Fund Arrangers

Notice Inviting Bids

Office of the Rajasthan Financial Services Delivery Limited (RFSDL),
REIL House, Shiprapath, Mansarovar, Jaipur- 302020
E-mail : rfsdl@rajasthan.gov.in
Phone no : 9314901057

NIB Number 01/2024-25
File Number F5(46)RFSDL/MBFA/2024
Date 13/06/2024

Bid Details-

Particulars	Estimated Bid Value	Price of Bid Document	Processing fees or user charges	Bid Security Amount
Rate Contract for procurement of Merchant Bankers Cum Fund Arrangers & Advisors on continuous basis	INR 5 Crores	INR 5000/-	2000/-	2% INR 10,00,000/-

Bid dates (other details provided in Instruction to Bidders)	Bid publishing Date	14/06/2024
	Document Download/Sale Start Date	18/06/2024
	Pre-Bid Meeting Date	27/06/2024
	Bid Submission Start Date & Time	18/06/2024 at 11.00 AM
	Bid Submission Closing Date and Time	09/07/2024 at 6.00 PM
	Bid (Techno-commercial) opening Date and Time	10/07/2024 at 12.00 Noon

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Payment to be made upon submission of bid	Bid doc fee of INR 5,000/- in favour of Managing Director, Rajasthan Financial Services Delivery Limited (RFSDL)
	<p>Processing fee of INR 2000/- in favour of MD, RISL</p> <p>Bid security 2% amounting to Rs. 10,00,000/- in favour of Managing Director, Rajasthan Financial Services Delivery Limited (RFSDL)</p> <p>All the three payments can be made on single Challan through eGRAS and should be submitted along with the bid. It can also be submitted through a banker's cheque / demand draft / online transfer in bank account/ BG with a validity of 30 days beyond the original or extended validity period of bid as per Rule 42(6) and Rule 45 (2) of RTPP Rules .</p> <p>Bank Name: ICICI Bank Branch Name : Jaipur Madrampura Account No: 676505600762 IFSC Code: ICIC0006765 MICR Code: 302229029</p>
Opening of Bids	<p>Specific electronic bid opening procedure as specified on the e-procurement portal shall be followed.</p> <p>The bids shall be opened on the date and time as specified. However, if opening date happens to be a holiday, then the bid will be opened on the next working day.</p>
Bid Security	<p>i. Bid Security @ 2%. Amounting to Rs. 10,00,000/- Or.</p> <p>ii. Bid Securing Declaration on INR 100 /- value of non-judicial stamp paper. (only for</p> <ul style="list-style-type: none"> (a) Departments/ Boards of the State Government or Central Government; (b) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; (c) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or (d) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government) <p>Payable via a banker's cheque / demand draft/ Single Challan through eGRAS / BG / online transfer in bank account. If submitted through Bank Guarantee, it should be from Scheduled Bank of India and shall be submitted with a validity of 30 days beyond the original or extended validity period of the bid as per Rule 42(6) of RTPP Rules.</p>
Procurement Method	Single Stage-Two Envelope, National Open Competitive Bidding

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Scope of Bid	<p>In support of the Invitation to Bid for National open Competitive Bidding the Procuring Entity, Executive Director (Adm), Rajasthan Financial Services Delivery Limited (RFSDL), REIL House, Shiprapath, Mansarovar, Jaipur -302020, issues this Bidding Document for Rate Contract for Procurement of Services of Merchant Bankers Cum Fund Arrangers</p> <p>Rate Contract will be for period of 2 years for the procurement of Merchant Bankers Cum Fund Arrangers.</p> <p><u>However list of empaneled/registered bidder will be updated on continuous basis. For the same any potential bidder may apply for empanelment on the basis of prescribed qualification criteria and approved financial cost for the period of 24 months.</u></p>
Bid Evaluation Method	<p>Least Cost Selection Method.</p> <p>The Financial bid of only Technically qualified bidders attaining minimum score will be opened as prescribed in the bidding document.</p>
Bidding Mechanism	<p>Bidding will be conducted via e-procurement portal only</p>
Detailed Bid available on	<p>a) State Public Procurement Portal (SPPP)-https://sppp.rajasthan.gov.in b) e-procurement Portal- https://eproc.rajasthan.gov.in - Detailed BOQ in MS - Excel is available.</p>
Key Notes	<p>a) No conditional or partial or incomplete bid shall be accepted.</p> <p>b) The abridged form of NIB is circulated in the national or local newspapers as per notification no F7(5) Finance/SPFC/General/2013 dated 25.06.2020 of Rule 43 of RTPP Rules. The date of publishing of the bidding document will be considered as date of publishing on State Public Procurement Portal</p> <p>c) Any addendums to the bidding document will be uploaded on State Public Procurement Portal & e-procurement portal</p> <p>d) Price of bid document and processing fee or user charges once submitted shall not be refunded.</p> <p>e) Proof of payment of Price of bid document and processing fees or user fees paid via Demand Draft or Banker's Cheque or Single Challan through eGRAS and proof of payment of Bid security paid via Demand Draft or Banker's Cheque or Deposit through eGRAS or through Bank Guarantee should be physically submitted to Procuring Entity at [REIL House, Shiprapath, Mansarovar, Jaipur] before Bid (Techno-commercial and Financial) Submission Closing Date and Time.</p> <p>f) Bids shall be submitted electronically on e-procurement portal with valid digital signatures certificate (DSC) before 6.00 PM and 09/07/2024, by following the procedure for submission of bids including payment of price of bid document, processing fees or user charges, bid security, etc. as provided on the e-Procurement Portal, https://eproc.rajasthan.gov.in. (Refer Appendix – A.1 – e-Procurement Process)</p>

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	<p>g) The Procuring Entity shall not be responsible for delay in online submission due to any reason. The electronic bidding system would not allow any late submission of bids.</p> <p>h) The bidders are required to submit:</p> <ol style="list-style-type: none">1. Proof of payment (soft copy) towards the Price of Bid Document and Processing fees or user charges and Bid Security amount in banker's cheque or demand draft or Single Challan through e-GRAS or bank guarantee shall be submitted along with Bid.2. The Original copy of receipt of payment on eGRAS, by banker's cheque or bank demand draft or original Bid Security in approved form i.e. Bank Guarantee to Executive Director (Adm), Rajasthan Financial Services Delivery Ltd., Jaipur shall be submitted before the Bid (Techno-commercial and Financial) Submission Closing Date and Time either by registered post/speed post/courier or by hand, failing which the bids may be declared non-responsive and will not be opened. These documents will be opened publicly before the online bid opening. <p>i) The Procuring Entity is not bound to accept the lowest bid and may reject after recording reason(s) in writing, any all bids as per Rule 72 of the RPPP Rule.</p>
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Executive Director (Adm)
Rajasthan Financial Services Delivery Ltd.
REIL House, Shipra path,
Mansarovar, Jaipur-302020

Rate Contract for procurement of Merchant Bankers Cum Fund Arrangers

Rajasthan Financial Services Delivery Limited
3rd Floor. REIL House, Shiprapath, Mansarovar, Jaipur-302020


F5(46)RFSDL/MBFA/2024

Date: 13.06.2024

NOTICE INVITING BIDS

Bids for Rate Contract for Procurement of Services of Merchant Bankers Cum Fund Arrangers on continuous basis by RFSDL are invited from interested bidders up to 6.00 PM, 09/07/2024. Other particulars of the bid may be visited on the procurement portal (<https://eproc.rajasthan.gov.in>, <https://sppp.rajasthan.gov.in>) of the state. The approximate value of the procurement is INR 5 Crores.

UBN NO.


Executive Director (Adm)
Rajasthan Financial Services Delivery Ltd.
REIL House, Shipra path,
Mansarovar, Jaipur-302020



Section I: Instructions to Bidders

Section I, Instructions to Bidders, provide the information necessary for bidders to prepare responsive bids in accordance with the requirements of the Procuring Entity. It also gives information on bid submission, opening, and evaluation, and on the award of the Contract.

Instruction: The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" [hereinafter called the Act] and the "Rajasthan Transparency Public Procurement Rules, 2013" [hereinafter called the Rules] under the said Act are into force in Rajasthan, which are available on the Website of State Public Procurement Portal <https://sppp.rajasthan.gov.in>.

Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail. For the clauses of ITB wherein references have been given to Sections of RTPP Act 2012 (herein after refereed as 'RTPP Act') or Rules of RTPP Rule 2013 (herein after referred as 'RTPP Rules'), bidders shall refer to the respective Sections or Rule.

1. General

1.1.	Scope of Bid	<p>1.1.1. In support of the Invitation to Bid with number as indicated in the Bid Data Sheet (BDS) for National Competitive Bidding by the Procuring Entity as indicated in the BDS, issues this Bidding Document for delivery of Services incidental thereto as specified in Section III- Scope of Work for 'Rate Contract for procurement of Service of Merchant Bankers Cum Fund Arrangers'.</p> <p>with one or more number of most advantageous bidders as specified in the BDS;</p> <p><u>However list of empaneled/registered bidder will be updated on continuous basis. For the same any potential bidder may apply for empanelment on the basis of prescribed qualification criteria and approved financial cost for the period of 24 months.</u></p> <p>As per Rule 2 (v) of RTPP Rules "National Competitive Bidding" means a bidding process in which qualified bidders only from within India are allowed to participate.</p> <p>As per Section 2 (xviii) of RTPP Act "rate contract" means an agreement between a procuring entity and one or more bidders which specifies the terms and conditions including the price, for the supply of a subject matter of procurement required on a recurring basis. In case of a rate contract, contract shall be entered, for price with a commitment for quantity, place and time of delivery of subject matter of procurement for the period as specified in the BDS.</p> <p>Rate Contract will be for period as specified in BDS for procurement of Merchant Bankers Cum Fund Arrangers & Advisors' as specified in Section III [Scope of Work]. The extendable duration is also mentioned in the BDS. In Rate Contract there will be no commitment of quantity during the duration of</p>
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			Rate Contract and may be placed on single or multiple firms as specified in the BDS .
		1.1.2.	Throughout this Bidding Document: (a) The term "in writing" means communicated in written form through letter, fax, e-mail, distributed or received via e-procurement system used by the Procuring Entity, etc. with proof of receipt; and (b) "Day" means calendar day.
		1.1.3.	The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date as specified in the BDS .
		1.1.4.	In case of any discrepancy between Instruction to Bidders (ITB) and Bid Data Sheet (BDS), the BDS shall prevail.
1.2.	Compliance with RTPP Act & Rules – Code of Integrity and Conflict of Interest	1.2.1.	Bidder to ensure compliance with RTPP ACT & Rules, primarily following- (1) The Government of Rajasthan requires compliance with the Code of Integrity provisions as set forth in the Section 11(2) of RTPP Act and Rule 80 (2) of RTPP Rules. (2) A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. A Bidder may be considered in conflict of interest with one or more parties in a bidding process as per Rule 81(3) of RTPP Rules. (3) Upon breach, the Procuring Entity may take appropriate action in accordance with the provisions of Section 11 (3) and Section 46 of RTPP Act.
1.3.	Eligible Bidders	1.3.1.	a) A Bidder may be a natural person, private Entity, government-owned Entity. b) A Bidder shall have the nationality of India. c) Each Bidder (either individually or as a group of holding company) shall submit only one Bid . Multiple Bids submitted by a bidder shall be summarily rejected. d) A Bidder debarred under Section 46 of the RTPP Act shall not be eligible to participate in any procurement process. e) A Bidder should not have a conflict of interest in the procurement in question as stated in Rule 81 of RTPP Rules and this Bidding document.
		1.3.2.	The Bidder must be a registered Merchant Bankers/Arrangers and shall furnish necessary proof for the same in the specified format.
		1.3.3.	Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, should the Procuring Entity request.
		1.3.4.	No Bidder in National Competitive Bidding who is not registered under the Goods and Services (GST) Act shall bid. The GSTIN Registration Number must be quoted and a copy of the GSTIN return for the previous quarter from the GST Portal and PAN (Permanent Account Number) given by Income Tax Department shall be submitted without which the Bid is liable to be rejected.

1.4.	Procuring entity's right to accept or reject any or all bids	1.4.1.	As per Rule 72 of RTPP Rules, the Procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders.
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2. Contents of Bidding Document

2.1.	Sections of the Bidding Document	2.1.1.	<p>The Bidding Document includes all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 2.3 [Changes in the Bidding Document].</p> <ul style="list-style-type: none"> ➤ Section I Instructions to Bidders (ITB) ➤ Section II. Bid Data Sheet (BDS) ➤ Section III. Scope of Work ➤ Section IV. Evaluation and Qualification Criteria ➤ Section V. Bidding Forms ➤ Section VI. Conditions of Contract ➤ Clarifications/ responses and Changes in the Bidding Document, issued if any [any Clarifications / responses and Changes in the Bidding Document issued shall be the part of bid document]. <p>The Notice Inviting Bids issued by the Procuring Entity shall also be a part of the Bidding Document.</p>
		2.1.2.	<p>The complete bidding document is made available for downloading from the website of State Public Procurement Portal (SPPP) – https://sppp.rajasthan.gov.in/, e-procurement portal- https://eproc.rajasthan.gov.in/.</p>
		2.1.3.	<p>The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda, if they were not downloaded correctly from the State Public Procurement Portal/ e-procurement portal.</p>
2.2.	Clarification of Bidding Document and Pre-Bid Conference	2.2.1.	<p>The Bidder shall be deemed to have carefully examined the conditions, specifications, delivery schedule, etc., of the Services to be provided. If any Bidder has any doubts as to the meaning of any portion of the conditions or of the specifications etc., it shall, before submitting the Bid, refer the same to the Procuring Entity online via e-procurement portal or via email within the time limit as specified in the BDS and seek clarifications, as allowed as per Section 22 (1, 2 & 3) of RTPP Act. The electronic bidding system on e-procurement portal provides for online clarifications. Clarifications requested through any other mode shall not be considered by the Procuring Entity.</p>
		2.2.2.	<p>A procuring entity may convene a pre-bid conference to clarify doubts of potential bidders in respect of a particular procurement, if provided for in the BDS and accordingly, the Bidder or his authorized representative may attend the Pre- Bid Conference.</p>



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		2.2.3.	<p>1. Bidders may seek clarifications from the procuring entity in respect of the bidding documents in writing either before the pre-bid conference or within the period as specified in the BDS under ITB 2.2.1.</p> <p>2. The Procuring entity will respond to such requests for clarifications within the period as specified in the BDS.</p> <p>3. The Procuring Entity will either (i) collate all requests for clarifications and responses thereto if pre-conference is not held; or (ii) prepare minutes of the pre-bid meeting containing the requests submitted before or at the meeting for clarification of the bidding documents and its responses to those requests, without identifying the person, who made the requests; and procuring entity will publish such document on State Public Procurement Portal for information of all bidders so as to enable them to take the minutes into account in preparing their bids.</p> <p>4. Bidders shall be responsible to access the specified websites and downloading request for clarifications and responses or Minutes of Meeting along with requests for clarifications and responses, before submitting the Bid.</p> <p>5. Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.</p>
2.3.	Changes to the Bidding Document	2.3.1.	<p>Any addendum / corrigendum with changes to the bidding document issued in accordance with provisions of Section 23 of RTPP Act, shall be part of the Bidding Document. It will be uploaded on the website of State Public Procurement Portal and e-procurement portal for prospective bidders to download. Bidders shall be responsible to download and refer such addendum / corrigendum, issued if any, before submitting the Bid.</p> <p>As per Section 23 (1) of RTPP Act, in case any modification is made to the bidding documents or any clarification is issued which materially affects the terms contained in the bidding documents, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding documents.</p>
		2.3.2.	<p>At any time prior to the deadline for submission of the Bids, the Procuring Entity, either because of necessity to incorporate changes in the bidding document in response to clarifications, or suo-motto amend the Bidding Document, if required, by issuing an addendum on SPPP and e-procurement portal which will form part of the Bidding Document.</p>
		2.3.3.	<p>As per Section 23 of RTPP Act, to give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB Sub-Clause 4.2 [Deadline for Submission of Bids], by uploading it on the website of State Public Procurement Portal as per Rule 46 of the RTPP Rules.</p>
2.4.	Bid Dates	2.4.1.	<p>Bid Publishing Date as prescribed in the BDS Document Download/Sale start date as prescribed in the BDS Seek Clarification End Date as prescribed in the BDS Pre-Bid Meeting Date (Optional) as prescribed in the BDS Bid Submission Closing Date and Time - as prescribed in the BDS Bid opening Date and Time as prescribed in the BDS</p>

3. Preparation of Bids

3.1.	Cost of Bidding	3.1.1.	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.
		3.1.2.	The prospective bidders who have downloaded the Bidding Document from the website will have to pay the Price of Bidding Document and Processing fee as prescribed in the BDS while uploading the filled-up Bidding Document on e-procurement gateway. The Price of Bidding Document and Processing fee, can be paid by bank demand draft, banker's cheque of a Scheduled Bank. The details and proof of these payments shall be submitted electronically through State e-Procurement Portal along with bid. Proof of payment through the Demand Draft or the banker's cheque of a Scheduled Bank shall be submitted in physical form at the address of Procurement Entity.
3.2.	Language of Bid	3.2.1.	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in Hindi or English or in both the languages. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by a self-attested accurate translation of the relevant passages duly accepted by the Bidder in Hindi or English or both the languages, However, for purposes of interpretation of the Bid, language for translation shall be English.
3.3.	Documents Comprising the Bid	3.3.1.	<p>The Bid shall comprise Two(2) Envelopes submitted simultaneously, as follows-</p> <p>a.) First cover comprises of Techno-commercial Bid (in PDF File), of the documents as provided in listed in Section IV: Evaluation and Qualification Criteria and Section V: Bidding Forms in the specified format any other documents besides standard Bidding The scanned copies of the Techno commercial Bid in PDF format without any alteration in the format shall be uploaded on the e-procurement portal.</p> <p>b.) Second cover comprises of Financial Bid (in MS-Excel File) as specified in Section IV: Evaluation and Qualification Criteria and Section V: Bidding Forms</p> <p>Both the covers, Techno-commercial Bid and Financial Bid shall be uploaded on e-procurement portal https://eproc.rajasthan.gov.in</p>
		3.3.2.	The Techno-commercial Bid shall not include any financial information related to the Bid price. Where indicative financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.
3.4.	Bid Submission Sheets and Price Schedules	3.4.1.	The Bidder shall submit the Techno-commercial Bid using the appropriate Bid Submission Sheets provided in Section V: Bidding Forms and Financial Bid using the Excel format. These forms must be completed and all blank spaces shall be filled in ink or typed with the information requested.

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		3.4.2.	The Bidder shall submit as part of the Financial Bid, the Letter of Bid, the Price Schedules for Services, according to their origin as appropriate, refer to the forms provided in Section V: Bidding Forms.
3.5.	Bid Prices	3.5.1.	<p>The prices quoted by the Bidder in the Financial Bid shall conform to the requirements specified below.</p> <p>(a) The Bidder shall fill in rates and prices separately for all activities of the Services described in the Section III-Scope of Work and listed in the Activity Schedule(s).</p> <p>(b) The Bid price shall include all the Service Provider's responsibilities and obligations mentioned in or to be reasonably inferred from the bidding document in respect of the delivery of Services & the concomitant/ Contingent services as specified in the Section III – Scope of Work.</p> <p>(c) All costs related to Personnel shall be based on the prevailing minimum wages and shall show applicable liabilities of EPF and ESI and Other statutory allowances. Quotation of 'Nil' Service charge/ margin over such minimum wages cost of personnel shall be considered as non-responsive bids and would be rejected.</p> <p>(d) All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the total Bid price submitted by the Bidder.</p> <p>(e) The delivery of services would be from within India.</p>
		3.5.2.	<p>Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedule i.e. BOQ (Excel File) attached with the Bidding Document.</p> <p>Depending on the scope of the Contract, the Price Schedules i.e. BOQ (MS Excel File) may comprise of activities / items separate numbered in the Price Schedules included in Section V: Bidding Forms shall be used for the contract of the Merchant Bankers Cum Fund Arrangers.</p>
		3.5.3.	<p>a. Bidders shall upload only the downloaded BOQ (in excel format) after entering the relevant fields without any alteration/ deletion/ modification of other portions of the excel sheet.</p> <p>b. Bidders shall fill in their rates other than zero value in the specified cells without keeping it blank.</p> <p>c. The Bidder shall indicate in the Price Schedule all the specified components of prices shown therein including the unit prices and total Bid prices of the Services it proposes to deliver against the requirement.</p> <p>d. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, same should be clarified accordingly by the Bidder</p>
		3.5.4.	Prices proposed in the BOQ (Excel Sheet) for Services, shall be disaggregated, when appropriate, as indicated in this Sub-Clause. This disaggregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any combination of the terms offered.

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		3.5.5.	Prices quoted by the Bidder shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 6.1 [Preliminary Examination]. However, if in accordance with the BDS , prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
3.6.	Currencies of Bid.	3.6.1.	The currency of the Bid and the currency of payments shall be the Indian Rupees up to two decimal places.
3.7.	Documents Establishing the Eligibility of the Bidder	3.7.1.	To establish their eligibility, the Bidder shall submit as part of its Bid the documentary evidence indicated for each qualification criteria specified in Section IV: Evaluation and Qualification Criteria.
3.8.	Documents Establishing the Qualifications of the Bidder	3.8.1.	To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Techno-commercial Bid the documentary evidence indicated for each qualification criteria specified in Section IV [Evaluation and Qualification Criteria]. The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Procuring Entity's satisfaction that the Bidder meets each of the qualification criterion specified in Section IV, Evaluation and Qualification Criteria.
		3.8.2.	The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, or any other firm(s) different from the Bidder.
3.9.	Period of Validity of Bids	3.9.1.	As per Rule 48(1) of the RTPP Rules, Bids shall remain valid for the period specified in the BDS after the Bid submission deadline date as specified by the Procuring Entity. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
		3.9.2.	In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 3.10 [Bid Security] it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.
3.10	Bid Security / Bid Securing Declaration	3.10.1.	The Bidder shall furnish as part of its Bid, either a Bid Security Declaration or a Bid Security in original form, as per Rule 42 of RTPP Rules, as specified in BDS .
		3.10.2.	As per Rule 42 (6) of the RTPP Rules, Bid Security in the form of Bank Guarantee or Bid Securing Declaration (only applicable for Government and Government owned or controlled or managed organization as per Rule 42 (3) must remain valid for 30 days beyond validity period of Bid as per ITB 3.9.1 or extended bid validity period.

		3.10.3.	The value of Bid Security will be as per Rule 42 (2) of RTPP Rules and can be given in the form of banker's cheque or bank demand draft or bank guarantee, in specified format, of a Scheduled Bank in India .The Bank Guarantee given as bid security must remain valid thirty days beyond the original or extended validity period of the bid.
		3.10.4.	Soft copy of Bid Security instrument or receipt of Bid Security or a Bid securing declaration shall necessarily accompany the online Bid. Any online Bid not accompanied by a proof of payment of Bid Security or Bid Securing Declaration, if not exempted in BDS , shall be liable to be rejected. The original banker's cheque or demand draft or Bank Guarantee or physical copy of proof payment through cash should reach procuring entity office before bid opening date and time at the address of the procuring entity specified in BDS .
		3.10.5.	As per Rule 42(5) of RTPP Rules 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. Bid Security can be refunded on request after completion and publication of technical bid evaluation.
		3.10.6.	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.
		3.10.7.	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 different than as specified in Clause 3.10.3. The Procuring Entity shall respond promptly to such a request.
		3.10.8.	The bank guarantee presented as Bid Security shall be 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 is under liquidation or has otherwise ceased to be creditworthy.
		3.10.9.	The Procuring Entity shall promptly refund the Bid Security of the unsuccessful Bidders as per Rule 42(13) of RTPP Rules at the earliest of any of the following events, namely: - <ol style="list-style-type: none"> 1 the expiry of validity of Bid Security; or 2 the execution of agreement for procurement and Performance Security is furnished by the successful bidder; or 3 the cancellation of the procurement process; or 4 the withdrawal of Bid prior to the deadline for presenting Bids, unless the Bidding Document stipulates that no such withdrawal is permitted

		3.10.10.	In accordance with the Rule 42 (11) RTPP Rules, the Bid Security taken from a Bidder shall be forfeited in following cases: <ol style="list-style-type: none"> 1. when the bidder withdraws or modifies its bid after opening of bids; 2. when the bidder does not execute the agreement in accordance with ITB Clause 8.4 [Signing of Contract], if any, after placement of supply / work order within the specified period; 3. when the bidder fails to commence the supply of the services or execute work as per the Agreement within the time specified; 4. when the bidder does not deposit the performance security within specified period after the supply / work order is placed; and 5. if the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of the rules.
		3.10.11.	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. No interest will be paid by the Procuring Entity on the amount of Bid Security.
3.11.	Format and Signing of Bid	3.11.1.	The Bidder shall prepare the Techno-commercial Bid and the Financial Bid in the digital /electronic mode for uploading on e-Procurement website in the format/ type of file specified in ITB Clause 3.3 & 3.4 and all pages shall be serially numbered.
		3.11.2.	All the documents uploaded should be digitally signed with the DSC by the Bidder or a person duly authorized to sign on behalf of the Bidder/ Joint Venture, which means that all the pages of the uploaded documents are signed. In case the Bidder is not the proprietor then the Bidder has to submit Power of Attorney for signing the Bid in Non-Judicial Stamp Paper as per Form TECH-2 Power of Attorney for signing of Bid. An organizational document, board resolution or its equivalent specifying the representative's authority to sign the Bid is also acceptable and should be uploaded along with the Bid.
		3.11.3.	Any amendments shall be valid only if they are digitally signed by the authorized person by the bidder for digitally signing the Bid.

4. Submission and Opening of Techno-Commercial Bids

4.1.	Submission of Bids	4.1.1.	Bidders shall submit their Bids, both Technical and Financial Bids including Modified Bids, online electronically at e-procurement portal only. Bidders submitting their Bids electronically shall follow the electronic Bid submission procedure as specified in Bidders Manual Kit available on the State eProcurement Portal and the same shall govern the procedure for submission and opening of bid. All the documents are required to be signed digitally by the authorized signatory of the bidder. This shall be treated as acknowledgement of bid submission. Bid(s) submitted in any other mode(s) like physical, email, etc. will be rejected and shall be treated as non-responsive.
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4.2.	Deadline for Submission of Bids	4.2.1.	Bids shall be uploaded online on e-procurement Portal, no later than the time and date specified in the Notice Inviting Bids or as specified in the BDS or an extension issued thereof. Outer time frame for opening of Bid would be as per Rule 40 of RTPP Rule 2013.
		4.2.2.	As per Rule 51 (2) of the RTPP Rules, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 2.3, in which case all rights and obligations of the Procurement Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
4.3.	Late Bids	4.3.1.	The electronic bidding system would not allow any late submission of bids after due date & time as per server time.
4.4.	Withdrawal, Substitution and Modification of Bids	4.4.1.	A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by him or his authorised representative (authorisation letter be enclosed). Corresponding substitution or modification of the bid must accompany the written notice before the deadline for submission of bids specified or any extended date thereof, as per procedure specified in Bidder Manual Kit.
		4.4.2.	As per Rule 54 (3) of the RTPP Rules, in the e-procurement portal, no Bids are allowed for withdrawal, substitution or modification after the last time and date fixed for receipt of bids.
		4.4.3.	Bids requested to be withdrawn shall be returned unopened to the bidders.
4.5.	Online Opening of Techno commercial Bid	4.5.1.	Specific electronic bid opening procedure as specified on the e-procurement portal shall be followed. The bidders may witness the electronic bid opening procedure online at the place. Date and time as specified in the BDS .
		4.5.2.	Only "TECHNO-COMMERCIAL COVER" shall be opened one at a time. Cover marked as "FINANCIAL COVER" shall not be opened in case of Two Envelope system.

5. Evaluation of Bids – General Provisions

5.1.	Confidentiality	5.1.1.	Information relating to the examination, evaluation, comparison, and post qualification of both, Technical and Financial Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
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		5.1.2.	Any attempt by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act and the Rules.
		5.1.3.	Notwithstanding ITB Sub-Clause 5.1.2 [Confidentiality], from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Bidding process, it should do so in writing or email.
		5.1.4.	In addition to the restrictions specified in Section 49 of the Act, the Procuring Entity, while procuring a subject matter of such nature which requires the procuring Entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.
5.2.	Clarification of Technical or Financial Bids	5.2.1.	To assist in the examination, evaluation, comparison and qualification of the Technical or Financial 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 in writing or email or via e- procurement portal.
		5.2.2.	Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered.
5.3.	Deviations, Reservations and Omissions in Technical or Financial Bids	5.3.1.	<p>During the evaluation of Technical or Financial Bids, the following definitions of 'Deviation', 'Reservation' and 'Omission' shall govern as defined in Rule 59 (2) of the RTPP Rules.</p> <p>(i) Deviation is a departure from the requirements specified in the Bidding Document.</p> <p>(ii) Reservation is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</p> <p>(iii) Omission is the failure to submit part or all of the information or documentation required in the Bidding Document.</p>

6. Evaluation of Techno-commercial Bids

6.1.	Preliminary Examination	6.1.1.	<p>To determine preliminary responsive bid, the bid will be examined as per Rule 56 of RTPP Rules and all the documents specified in Qualification Criteria Section IV Para 1.1 [Preliminary Examination of Bids] of Evaluation and Qualification Criteria.</p> <p>If the Bidder fails to submit the documents as listed above, then the Bid would be considered non-responsive and shall be rejected.</p>
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	Techno commercial Examination	6.1.2.	<p>The Procuring Entity's determination of a Techno-commercial Part's substantial responsiveness is to be based on the contents of the Bid itself. For purposes of this determination, a substantially responsive Bid is one that materially conforms to the requirements of the Bid Document without material deviation, reservation, or omission. As per Rule 59 (3) of RTPP Rules, a material deviation, reservation, or omission is one that: a) if accepted, would:</p> <ol style="list-style-type: none"> 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or 2. limit in any substantial way, inconsistent with the Bidding Document, the Procuring Entity's rights or the Bidder's obligations under the proposed Contract; or <p>2. if rectified, would unfairly affect the competitive position of another Bidder's presenting substantially responsive Bid.</p>
		6.1.3.	<p>As per Rule 59 (5) of RTPP Rules, the procuring entity shall regard a bid as responsive if it conforms to all requirements set out in the bidding documents, 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 documents, or if it contains errors or oversights that can be corrected without touching on the substance of the bid.</p>
6.2.	Waiver of Nonmaterial Nonconformities	6.2.1.	<p>As per RTPP Rule Clause 61:</p> <ol style="list-style-type: none"> 1. Nonconformities in the bid that do not constitute a material deviation, reservation or omission can be waived off and the bid shall be deemed to be substantially responsive. 2. Bidder may be requested to submit the necessary information or document like [audited statement of accounts, PAN, etc.] within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its bid. <p>Non-material nonconformities or omissions may be rectified on the basis of the information or documentation received from the bidder under sub-rule (2).</p>
6.3.	Exclusion of Bids	6.3.1.	<p>As per Rule 62 of RTPP Rules a procuring entity shall exclude a bid in accordance with the provisions Section 25 of RTPP Act, if;</p> <ol style="list-style-type: none"> a. the bidder is not qualified in terms of section 7 of RTPP Act; b. the bid materially departs from the requirements specified in the bidding documents or it contains false information; c. 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; d. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.

6.4.	Evaluation of Technical Bids	6.4.1.	Evaluation of Techno-commercial Bid would be as per Rule 63 of RTPP Rules and in accordance with the provisions Section 7 of RTPP Act. The Procuring Entity will carry out a detailed Techno-commercial evaluation of each Techno commercial Bid that has been determined to be responsive pursuant to ITB 6.2 [Waiver of Nonmaterial Nonconformities].
6.5.	Evaluation of Qualification of Bidders in Techno commercial Bids	6.5.1.	<p>The determination of qualification of a Bidder in evaluation of Techno commercial Bids shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 3.8 [Documents Establishing the Qualifications of the Bidder], and in accordance with the qualification criteria indicated in Section IV. Factors not included in Section IV, shall not be used in the evaluation of the Bidder's qualification.</p> <p>Unless permitted in the BDS, the determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, or any other firm(s) different from the Bidder. "</p>
6.6.	Notification of Techno commercial Evaluation	6.6.1.	<p>Following the completion of the evaluation of the Techno-commercial Parts of Bids, the Procuring Entity shall make the following notifications:</p> <ul style="list-style-type: none"> (i) Notify in writing/communicate through electronic media those Bidders whose Bids were considered substantially non-responsive to the requirements in the Bid, advising them of the following information: <ul style="list-style-type: none"> a. The grounds on which their Techno-commercial Part has been considered non-responsive. b. Their online "Financial Bid" will remain unopened. (ii) Simultaneously, notify in writing/communicate through electronic media those Bidders whose Bids were considered substantially responsive to the requirements in the Bid, advising them that their Bid has been evaluated as substantially responsive to the Bid; and (iii) Notify all Bidders about the date and time of the public opening of the online financial bids.

7. Opening and Evaluation of Financial Bids

7.1.	Public Opening of Financial Bids	7.1.1.	Financial Bids will be opened online as per procedure as specified on the e- Procurement Portal. The bidders may witness the electronic bid opening procedure online.
7.2.	Financial Bid Calculation	7.2.1.	The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically calculates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction.

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7.3.	Nonmaterial Nonconformities	7.3.1.	In view of ITB 7.2.1 [Financial Bid Calculation], there is no possibility of any Nonmaterial Nonconformities.
7.4.	Evaluation of Financial Bids	7.4.1.	To evaluate each Bidder's Financial Bid, the Procuring Entity shall consider the following: (1) Letter of Financial Bid as per Section V- Bidding Forms. (2) the Bid price are Submitted as per ITB 3.4 (Bid Submission Sheet and Price Schedules) (3) Any other evaluation factors as detailed in Section IV- Evaluation and Qualification Criteria.
		7.4.2.	The Procuring Entity's evaluation of responsive Bids will take into account Financial Factors in accordance with Section IV - Evaluation and Qualification Criteria.
7.5.	Comparisons of Bids to select Lowest Priced Bids	7.5.1.	Evaluation of Bids: As per RTPP Rules, The Procuring Entity shall compare all substantially responsive and technically qualified Bids to determine the Lowest priced Bid, in accordance with ITB Clause 7.4 [Evaluation of Financial Bids] and further detailed in Section IV Evaluation and Qualification Criteria..
7.6.	Negotiations	7.6.1.	Negotiations if conducted shall be in accordance with Rule 69 of RTPP Rules.

8. Award of Contract

8.1.	Acceptance of the successful Bid and award of contract	8.1.1.	The Procuring Entity shall award the contract to the bidder(s) whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation and qualification criteria set out in the bidding documents As per Rule 29 (2) (d) of RTPP Rules Rate Contract shall be entered, for price without a commitment for quantity, place, and time of supply of subject matter of procurement, with the bidder of lowest priced bid or most advantageous bid.
		8.1.2.	As per Rule 70 (6) of RTPP Rules, prior to the expiration of the period of validity of Bid, the Procuring Entity shall notify the successful Bidder in writing, by registered post or email, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") will specify the sum that the Procuring Entity will pay in consideration of delivery of Services (hereinafter called "the Contract Price").
		8.1.3.	As per Rule 70 (8) of RTPP Rules, if the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the successful Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the successful Bidder given in its Bid.

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		8.1.4.	As per Section 27 (3) of RTPP Act and Rule 71 of RTPP Rules, Information of award of contract shall be communicated to all participating bidders and published on the State Public Procurement Portal.
8.2.	Procuring Entity's Right to Vary Quantities	8.2.1.	Procuring Entity's right to vary quantity would be as per Rule 73 of RTPP Rules. Vide Rule 73(1) of RTPP Rules, 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 except otherwise provided in the bidding documents.
	No commitment of Quantity in Rate Contract	8.2.2.	As per Rule 29 (2) (a) of RTPP Rules, in rate contract Bid an approximate requirement of Services would be indicated but no minimum quantity of services is guaranteed.
	Procuring Entity's Right to Extend the period of Rate Contract	8.2.3.	As per Rule 29 (2) (i) of RTPP Rules, for Rate Contract the contract may be extended for 3 months on same price, terms, and condition if market prices have not fallen during the period for the subject matter of procurement or its constituents, to be procured under the rate contract.
8.3.	Dividing quantities among more than one Bidder at the time of award	8.3.1.	<p>Procuring Entity's right to divide quantity among more than one Bidder would be as per Rule 74 of RTPP Rules.</p> <p>For Rate Contract, Procuring Entity's right to enter into rate contract with more than one Bidder as parallel rate contract would be as per Rule 29 (2) (f) of RTPP Rules.</p>
8.4.	Signing of Contract	8.4.1.	<p>As per Rule 70 (7) of RTPP Rules, in the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be asked to execute an agreement in the format given in the Bidding Document on a notarized nonjudicial stamp of requisite value at his cost and deposit the amount of Performance Security, within a period specified in the BDS or where the period is not specified in the BDS, then within fifteen days from the date on which the LOA or LOI is dispatched to the Bidder. Until a formal contract is executed, LOA or LOI shall constitute a binding contract.</p> <p>While signing the contract, bidder will also have to submit signed copy of Bid Document in token of having accepted all the terms and condition of Bid Document. The stamp paper issued in the State of Rajasthan should be used for contract signing.</p> <p>As per RTPP Rule 76(1), 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.</p>
		8.4.2.	As per RTPP Rule 76(2), the successful bidders shall sign the procurement contract within a period specified in the bidding document or where the period is not specified in the bidding document then within fifteen days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder. In case the successful bidder is a JV still to be legally constituted, all parties to the JV shall sign the Agreement.

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		8.4.3.	As per RTPP Rule 76 (3), if the Bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Securing Declaration, as the case may be, within the specified time period, the Procuring Entity shall forfeit the Bid Security of the successful bidder or execute the Bid Securing Declaration and take required action against it as per the provisions of the Act and the Rules.
		8.4.4.	As per RTPP Rule 76 (4), the bidder shall be asked to execute the agreement on a nonjudicial stamp of specified value at its cost.
		8.4.5.	As per RTPP Rule 70 (9), the Bid Security of the Bidders whose Bids could not be accepted shall be refunded/ returned soon after the contract with the successful Bidder is signed and his Performance Security is obtained.
8.5.	Performance Security	8.5.1.	<ol style="list-style-type: none"> 1. Performance Security amount or Performance Security Declaration shall be dealt as per Rule 75 of RTPP Rules and Government of Rajasthan Government latest Notification as specified in BDS. 2. Performance security shall be solicited from all successful bidders except the- <ol style="list-style-type: none"> a) Departments/Boards of the State Government or Central Government; b) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; c) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; d) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government. <p>However, a performance security declaration shall be taken from them.</p> 3. Performance Security for value and validity or Performance Securing Declaration shall be dealt as per Rule 75 of RTPP Rule. The amount of Performance Security shall be as specified in BDS of the contract amount.

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			<p>4. Performance security shall be furnished in any one of the following forms</p> <ol style="list-style-type: none"> Bank Draft or Banker's Cheque of a scheduled bank; 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 the bid and formally transferred in the name of procuring entity with the approval of Head Post-Master. Bank Guarantees of a scheduled bank after it shall be verified from the issuing bank. Other conditions regarding bank guarantee shall be the same as mentioned in Rule 42 of RTPP Rule for bid-security. Fixed Deposit Receipt (FDR) of 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 Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed deposit Receipt 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. As per Rule 75 (4) of RTPP Rules, the Performance Security furnished in the form of Bank Guarantee or Bid Securing Declaration shall remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
		8.5.2.	The currency of Performance Security shall be Indian Rupees.
		8.5.3.	As per Rule 76(3) OF RTPP Rules failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may either cancel the procurement process or if deemed appropriate, award the Contract at the rates of the lowest Bidder, to the next Lowest priced Bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.
		8.5.4.	<p>Forfeiture of Performance Security:</p> <p>The Performance Security may be forfeited and credited to the Procuring Entity's account in the event of the following cases: -</p> <ol style="list-style-type: none"> Upon occurrence of Bidder default or fails to make provision of Services satisfactorily within the time specified, the Procuring Entity shall without prejudice to its other rights and remedies, hereunder or in law, be entitled to encash from the Performance security as damages for such Bidder default; or

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			<p>if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and this Bidding Document.</p> <p>ii. The Procuring Entity will give Notice of reasonable time in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.</p>
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9. Punishments

9.1.	Punishments	9.1.1.	The punishments shall be in accordance with RTPP Act and Rules.
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10. Procurement Appeals

10.1.	Procurement Appeals	10.1.1.	<p>Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the BDS, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules.</p> <p>Refer Appendix A3 Grievance handling Procedure during Procurement (Appeals) for further details</p>
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11. Exclusive Jurisdiction

11.1.	Jurisdiction of Courts	11.1.1.	The Courts of Jaipur as specified in BDS shall alone have exclusive jurisdiction in respect of all claims and matters arising under the contract for providing Services, or as the case may be.
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Section II: Bid Data Sheet

Section II, Bid Data Sheet, consists of provisions that supplement, amend, or specify information or changes to Section I: Instructions to Bidders that are specific to this procurement.

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1. General

ITB 1.1.1	<p>The number of the Notice Inviting Bids is <i>[insert number]</i></p> <p>Brief Introduction-</p> <p>RFSDL proposes to engage services under Rate contract for the Procurement of Services of Fund Management as detailed under</p> <p>Section III: Scope of Work.</p> <p>Type of Bidding procedure is <u>National Competitive Bidding (NCB)</u></p> <p>The Name of Bid is <u>Rate Contract for procurement of Services of Merchant Bankers Cum Fund Arrangers by RFSDL</u></p> <p>The Procuring Entity is <u>Rajasthan Financial Services Delivery Limited (RFSDL)</u> This period of Rate Contract is <u>24 months</u>.</p> <p><u>However list of empaneled/registered bidder will be updated on continuous basis. For the same any potential bidder may apply for empanelment on the basis of prescribed qualification criteria and approved financial cost for the period of 24 months.</u></p>
ITB 1.1.3	The Intended Completion Date is as per work order.
ITB 1.3.1	Joint Venture or Consortium or Association or any other combination will not be allowed

2. Bidding Document

ITB 2.2.1	For <u>clarification purposes</u> only, the time limit for submission of pre-bid query is 01 day before the due date of pre bid conference.
ITB 2.2.2	<p>A Pre-Bid conference will be <u>held</u>. The time and date will be 27/06/2024 at 11.00 AM and other details are:</p> <p>Name and Designation of the Procuring Entity</p> <p>Executive Director (Adm)</p> <p>Rajasthan Financial Services Delivery Limited (RFSDL)</p> <p>Complete Address with Floor and Room Number: 3rd Floor, REIL House, Shiprapath, Mansarovar, Jaipur-302020</p> <p>Telephone No. with STD Code – 9314901057</p> <p>Facsimile number <i>[Insert Fax number with country and city code]</i>: _____</p> <p>Email address]: rfsdl@rajasthan.gov.in</p>



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ITB 2.2.3	Bid Publishing Date- 14/06/2024 Seek Clarification End Date - 26/06/2024 Pre-Bid Meeting Date - 27/06/2024 Bid(Techno-commercial & Financial) Submission Closing Date and Time -09/07/2024 at 6.00 PM. Bid (Techno-commercial) opening Date and Time - 10/07/2024 at 12.00 Noon.
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3. Preparation of Bids

ITB 3.1.2	The Price of Bidding Documents is Rupees <u>INR 5000/-</u> in favour of Managing Director, Rajasthan Financial Services Delivery Limited (RFSDL) and Processing fees is Rupees <u>INR 2000/-</u> in favour of MD, RISL					
ITB 3.1.4	Name: Rajasthan Financial Services Delivery Ltd (RFSDL) Designation of the procuring entity: Executive Director (Adm) Complete Address with Floor and Room Number: 3rd Floor, REIL House, Shiprapath, Mansarovar. City: Jaipur PIN Code: 302020 Telephone No.: 9314901057 Facsimile number: <i>[insert fax number, with country and city codes]</i> Email address: rfsdl@rajasthan.gov.in					
ITB 3.5.5	No adjustment allowed					
ITB 3.9.1	The bid validity period shall be [90] days after the Bid submission closing date.					
ITB 3.10.1	The Bid security may be given in the form of as defined in Bid Document.					
	The Bid Security will be 2% as provided below-					
	<table><tr><th>Particulars</th><th>Bid Security Value</th></tr><tr><td><i>Rate Contract for procurement of Services of Merchant Bankers Cum Fund Arrangers & Advisors</i></td><td>10,00,000/-</td></tr></table>		Particulars	Bid Security Value	<i>Rate Contract for procurement of Services of Merchant Bankers Cum Fund Arrangers & Advisors</i>	10,00,000/-
Particulars	Bid Security Value					
<i>Rate Contract for procurement of Services of Merchant Bankers Cum Fund Arrangers & Advisors</i>	10,00,000/-					
ITB 3.10.4	The physical copy of proof payment of Bid Security should be sent at – Rajasthan Financial Services Delivery Limited(RFSDL), 3 rd floor, REIL House, Shiprapath, Mansarovar, City: Jaipur Date: 09/07/2024 Time: 4.00 PM					
ITB 3.12.2	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of (Power of Attorney/ Board Resolution/ Letter of Authorization written on the Letter Head by the Bidder etc.) : _____					

4. Submission and Opening of Bids

ITB 4.2.1	The deadline for Bid submission is: Date: 09.07.2024 Time: 6.00 pm
ITB 4.5.1	The Bid opening shall take place at: Complete Address of Office with Floor/Room number: Rajasthan Financial Services Delivery Limited (RFSDL), 3 rd Floor, REIL House, Shiprapath, Mansarovar. City: Jaipur Date: 10.07.2024 Time: 12.00 Noon

8. Award of Contract

ITB 8.4.1	The period within which the contract agreement is to be executed and Performance Security is to be submitted is 15 days.	
ITB 8.5.1	The Service provider is required to submit 2% of the total bid value as performance security while signing of rate contract and thereafter shall be submitting 3% of the work order value for the respective job issued during the empanelment period	
	Particulars	Performance Security Value (While signing of rate contract)
	Rate Contract for procurement of Services of Merchant Bankers Cum Fund Arrangers	10,00,000/-

10. Grievance handling procedure during Procurement Process

ITB 10.1.1	(a) The Designation and complete Address of First Appellate Authority, including Room Number and Floor No., if any, is: Finance Secretary (Revenue), Finance Department, First floor, 0141- 2227711 (b) The Designation and complete Address of Second Appellate Authority : Additional Chief Secretary(Finance) , Finance Department, First floor, 01412227664
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11. Exclusive Jurisdiction

ITB 11.1.1	The Courts of Jaipur of Rajasthan shall alone have jurisdiction in respect of all claims and matters arising under the contract for providing Consultancy Services, or as the case may be.
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Section III: Scope of Work

Merchant Bankers Cum Fund Arrangers

The RFSDL proposes to Rate Contract for procurement of Services of SEBI registered Merchant Bankers Cum Fund Arrangers list of tasks/ activities in the subsequent section.

The RFSDL envisages providing financial services to the State Government, Departments, Corporations, Municipal/Local bodies/Authorities, Central Government, Union Territories and other entities owned or controlled by the Central Government, State government and Union Territories. Each opportunity received by RFSDL from its client should be treated as a separate job with defined job description including scope of work, deliverables & timelines for each job.

The Bidders with whom the Rate Contract will be signed (*hereafter referred as Service Provider*) will provide service & deliver assignment with required support from RFSDL & RFSDL's client. The service provider will deliver the output/deliverables to RFSDL to finalize and further present it to client.

RFSDL reserves the right to disqualify those bids where the quoted rates are extremely low and are seriously deviating from prevalent market trend.

RFSDL proposes to engage with merchant banker having relevant experience in providing advisory at all levels and/ or raising funds by various means and preparation for offer and other documents.

The indicative list of tasks to be performed by service provider are listed below. It is to be noted that the list below defines indicative areas of work but is neither exhaustive nor limited to the list mentioned below-

1. Raising funds by way of equity, debt, term loan, working capital loans and other secured/ unsecured loan, debts, bonds or other means and performing other tasks related to raising funds
2. Preparation of prospectus/offer document and other papers/documents
3. Understand business model and financial health of client company and based on the needs, suggest suitable fund raising structure
4. Preparations of Information memorandum (IM), Credit monitoring arrangement (CMA) data, financial projections and models providers.

Section IV: Evaluation and Qualification Criteria

Once the Bidder has submitted documents as required for Preliminary Examination, the Bid will be examined for **Techno-commercial Qualification** based on the documents submission as listed in **Para 5.1** and if required as listed in **Para 5.2**.

5.1 Preliminary Examination of Bids

- 1) Bidder must submit Letter of Bid as per **Bidding Form (Form TECH 1 - Letter of the Techno-commercial Bid)**
- 2) Bid is accompanied by proof of payment for price of Bid Document and Processing Fees as specified in ITB 2.1.2.
- 3) Bid is accompanied by bid security in any one of the following forms.
 - (a) Bid is accompanied by proof of payment of Bid Security through demand Draft or Banker's cheque issued by Scheduled commercial bank or Deposit through e-GRAS, Or
 - (b) Bid is accompanied by Bid security given in the form of Bank Guarantee (use **Form TECH 3A Bank Guarantee**).; OR Bid securing declaration (use **Form TECH 3B Bid securing declaration**)

5.2 Eligibility Criteria

- 1) Declaration by the Bidder under Section 7 (Qualification of Bidder), Section 11 (Code of Integrity) and Section 46 (Debarment from Bidding) of RTTP ACT, 2012 (**Form TECH-4 Declarations by the Bidder**)
- 2) Bidder to submit Bidder's information (**Form TECH-6-Technical Bid Format**) and Proof of registration of bidder, by submission of any of the following, but not limited to-
 - a) Bidder should be a Merchant Banker registered with SEBI.

Bidder to submit self-certified copy of the Merchant banking Registration Certificate issued by SEBI along with the company's registration number

- b) Bidder to submit the GST registration number & PAN
- c) Bidder has submitted copy of Power of Attorney (Form TECH-2), as the case may be, to sign/ execute the bid as a binding document and also to execute all relevant agreements forming part of bidding document.

5.3 Eligibility Criteria for Technical Qualification

The selection of the bidders will be subject to fulfilment of the eligibility criteria as elaborated below:

Criteria	Documents required
1) The bidder should be a merchant bankers operating in India for the last five financial years	Copy of valid Registration Certificates or Copy of Certificates of incorporation
2) The Bidder shall be a Merchant Banker registered with SEBI	Copy of Certificate of Incorporation/ registration or other Constitutional Document and Certificate of Registration with SEBI as Merchant Banker

3) The Bidder as arranger must have carried out at least 5 (Five) assignments (completed) related to fund raising for India-based companies of value Rs 10 crore each or more in the last 5 (five) years as on 31.03.2024.	Information on the work order furnished as per Form TECH-6- Technical Bid Format of the relevant section
4) The bidder as Lead Manager/Arranger should have handled at least one domestic equity /Debt issue of the size of Rs. 200 crore or more in the last 5 (five) years as on 31.03.2024.	Information on the work order furnished as per Form TECH-6- Technical Bid Format of the relevant section
5) The bidder's average annual turnover from services related to merchant banking in India should be Rs. 5 crore or more in the last three financial years.	The bidder is required to submit the turnover certificate duly certified by registered CA as per Form TECH-5: Average Annual Turnover Certificate

All the bidders meeting eligibility criteria may be empanelled on the basis of Least Cost Basis.

5.4 Techno-Commercial Evaluation Method:

- First, the preliminary examination of Bids and the verification of bids as per eligibility criteria will be conducted. Bids of the bidders, not satisfying the eligibility criteria shall be rejected. Only bidders who satisfy all the conditions of the eligibility criteria completely will be considered for further technical evaluation.
- The Procuring Entity will further evaluate the documents of the eligible bidders as per the technical evaluation criteria mentioned below and marked as part of marking scheme provided in below.

5.5 Technical Evaluation:

5.5.1 Number of assignments related to any services related to Loans/IPO/FPO/OFS/ domestic equity /Debt issue / Merchant Bankers Cum Fund Arrangers for India-based companies of value Rs 10 crore or more in the last 5 (five) years as on 31.03.2024 (Max marks 40)

S.No.	No. of Assignments	Max Marks
1	5 assignments	25
2	6 assignments	30
3	7 assignments	35
4	8 assignments	40

5.5.2. Number of domestic equity /Debt issue of the size of 200 core or more in the last 5 (five) years as on 31.03.2024 (Max Marks 30)

S.No.	No. of Issue	Max Marks
1	1 Equity/Debt Issue	10
2	2 Equity/Debt Issue	20
3	3 Equity/Debt Issue	30

- 5.5.3. Average annual turnover from services related to merchant banking should be Rs 5 crore or More in the last three financial years (Max marks- 30)

#	Turnover	Max Marks
1	05 crores but Upto 07 crores	10
2	More than 07 crores but Upto 10 crores	15
3	More than 10 crores but Upto than 20 crores	20
4	More than 20 crores but Upto than 25 crores	20
5	More than 30 crores	30

- 5.5.4. Weightage distribution for Technical Evaluation Criteria out of 100 as summarized below-

Technical Evaluation criteria	Max Marks
i- Number of assignments related to fund raising for India-based companies of value Rs 10 crore or more in the last 5 (five) years	40
ii- Number of domestic equity /Debt issue of the size of 200 crore or more in the last 5 (five) years value of Rs. 500 crores or more during last ten financial years as of March 31st, 2024.	30
iii- Average annual turnover from services related to merchant banking should be Rs 5 crore or More in the last three financial years	30
Total	100

- 5.5.5. Qualifying Marks – 70%

- 5.5.6. Bidder securing > 70% of the total marks as above will only be considered technically qualified.

- 5.5.7. In case no bidder or only one bidder scores 70 marks or above in Techno-commercial evaluation, the qualifying marks shall be reduced in steps till at least Six bidders qualify in technical evaluation. However, under no circumstances or conditions, the cut-off mark shall be reduced below 60 marks even if at least Six bidders do not qualify and, in such case, RFSDL shall take decision about further process.

- 5.5.8. Empanelment of bidders will be at the sole discretion of RFSDL. Bidders shall be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection shall be given by RFSDL.

5.6 FINANCIAL BID Evaluation –

Least Cost Selection Method.

The Financial bid of only Technically qualified bidders attaining minimum score will be opened as prescribed in the bidding document.

Financial Proposals should be complete and unconditional.

Price Bid shall be submitted in a separate sealed envelope in prescribed format only. Evaluation shall be done based on all-inclusive cost excluding Taxes. The Merchant Banker/ Funds Arranger's



fee shall be quoted in percentage (%) term only on amount actual mobilized. (Financial BOQ format is enclosed in Annexure 02).

Rate Contract Firms would be the bidders who offer lowest rates

Financial Bid

Fees: Fees payable to the Merchant Bankers cum Fund Arrangers shall be as per table quoted by Bidder. (Fee for Merchant Banker/Funds Arranger Activity/ Term Loans/ Bonds/ Debentures/ Debt or other such Legal instruments).

Name of Merchant Bankers Cum Fund Arrangers

Sr No	Detail	Percentage
1	Funds Rs. 0 - 500 Crs (Excluding GST).	_____ %
2	Funds Rs. 501 Crs - 1000 Crs (Excluding GST).	_____ %
3	Funds Rs. 1001 Crs - 1500 Crs (Excluding GST).	_____ %
4	Funds Rs. 1501 Crs - 2500 Crs (Excluding GST).	_____ %
5	Funds Rs. 2501 Crs - 5000 Crs (Excluding GST).	_____ %
6	Funds Rs. 5001 Crs - 10000 Crs (Excluding GST)	_____ %
7	Funds above Rs.10000 Crs.	----- %



Section V: Bidding Forms

Bidding Forms includes all such forms bidders are required to use / fill and submit along with their Bids. These forms are to be used without modification and to be filled as per instructions given in footnote. The documents which are to be attached in support of the information submitted should be digitally signed. Procuring Entity reserves the right to verify the information submitted.



Form TECH-1: Letter of Techno commercial Bid

(To be executed on company letter head)

[NOTE: The Bidder must accomplish the letter of Techno-commercial Bid on its Letter head clearly showing the Bidder's Complete name and address]

Date: _____

NIB No.: 01/2024-2025

To: **[insert complete name of the Procuring Entity]**

I/We, the undersigned, declare that:

- (a) I/We have examined and have no reservations to the Bidding Document, including the Addendums issued in accordance with Instructions to Bidders (ITB) 2.3 Contents of Bidding Document and I/we will abide by all the terms and conditions mentioned in the bid document.
- (b) I/We offer to provide services in conformity with the Bidding Document. We declare that we fulfil the eligibility and qualification criteria in conformity with the Bidding Document and offer to provide services in accordance with the specifications, the activity schedule and other requirements as specified in Section III (Scope of Work), the following Services: **[insert a brief description of the Services]**
- (c) I/We have submitted bid document cost of INR, processing fees/ user fees INR and bid security amount INR If I/ We have availed benefit of concessional bid security amount, then I/ We have submitted the relevant document along with my bid which is digitally signed.
- (d) Our Bid consisting of the Techno-commercial Bid and the Financial Bid shall be valid for a period of **[insert validity period as specified in ITB 3.12 [Period of validity of Bids] of the BDS]** days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (e) Our Technical Bid is in conformity with all the Requirement(s) as per Schedule of Service.
- (f) I/We undertake, if our bid is accepted, to commence work on the agreed Services and to achieve provision of services and acceptance within the respective times stated in the Bidding Documents.
- (g) If our Bid is accepted, we commit to submit a Performance Security in the amount of _____ percent of the Contract Price or shall submit the Performance Security Declaration, as the case may be, for the due performance of the Contract;
- (h) I/We agree to permit the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission;
- (i) I/We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded,



- (j) I/We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;
- (k) I/We understand that you are not bound to accept the Lowest priced bid or any other bid that you may receive, as per Rule 72 of RTPP Rules;

Name: ***[insert complete name of person signing the bid]***

In the capacity of ***[insert legal capacity of person signing the bid]***

Signed: ***[insert signature of person whose name and capacity are shown above]***

Duly authorized to sign the Bid for and on behalf of ***[insert complete name of the bidder]*** Date:
[insert date of signing]



Form TECH-2 Power of Attorney for signing of Bid
(To be executed on a Non-judicial Stamp Paper of INR 100/- duly notarized)

Know all men by these presents, We..... **[name of the bidder and Address of the registered office]** do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms. **[name]**,

..... son/daughter/wife of and presently residing at who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for qualification and submission of our Bid for providing merchant banking services "....." required by **[Name of the Procuring Entity]** (the "Authority") including but not limited to signing and submission of all bids, Bids and other documents and writings, participate in Pre-bids and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of contracts consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Contract.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20.....

For

[Signature, name, designation and Address] Witnesses:

1.

(Notarised)

2.

Accepted

.....

(Signature)

[Name, Title and Address of the Attorney]

Note: -Power of attorney may be signed by any Authorized Person/Managing Partner/Designated Partner.

Form TECH-3A: Bid Security

Bank Guarantee Unconditional

(To be issued by a Scheduled Bank in India)

(To be executed on a Non-judicial Stamp Paper of INR 100/- duly notarized)

[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary : **[insert Name and Address of Procuring Entity]**
Date : **[insert date]**
BID Security No. : **[insert number]**

We have been informed that **[insert name of the Bidder]** (hereinafter called "the Bidder") has submitted to you its bid dated **[insert date]** (hereinafter called "the Bid") for the execution of **[insert name of contract]** under Notice Inviting Bids No. **[insert NIB number]** ("the NIB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we **[insert name of Bank]** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- **[insert amount in figures]** **[insert amount in words]** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

1. has withdrawn or modified its Bid after deadline for submission of bids, during the period of bid validity specified by you in the Bid Data Sheet (hereinafter "the BDS"); or
2. having been notified during the period of bid validity specified in the BDS, about the acceptance of its Bid by you,
 - (i) failed or refused to execute the Contract Agreement within the time period specified in the BDS, or
 - (ii) failed or refused to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB") within the time period specified in the BDS, or
3. has breached a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB (Compliance with RTPP ACT & Rules – Code of Integrity and Conflict of Interest).

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Signed: _____ **[insert signature of person whose name and capacity are shown]**
Name: _____ **[insert complete name of person signing the Bid Security]**
In the capacity of: _____

Duly authorized to sign the Bid Security for and on behalf of _____ **[insert name of the Bank]**
Dated on day of _____ **[insert date of signing]**
Bank's Seal _____ **[affix seal of the Bank]**

Form TECH-3B: Format for Bid Securing Declaration
(To be executed on a non-judicial stamp of INR 100/- duly notarized)

Date: [insert date (as day, month, and year)]

Bid No.: [insert number of bidding process]

Alternative No, if permitted: [insert identification No if this is a Bid for an alternative] To: [insert complete name and address of Procuring Entity]

We, the undersigned, declare that we are a ~~[Strike out which is not applicable. Please enclose an authentic certificate issued by the Administrative Department of respective government under which the bidder entity is constituted.]:~~

- (i) Departments/ Boards of the State Government or Central Government; or
- (ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; or
- (iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or
- (iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.

We understand that we are eligible for submission of a Bid Securing Declaration in lieu of Bid Security under Rule 42 (3) of RTPP Rules, 2013.

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with you, [insert designation of the Procuring Entity], for the period of time of [insert number of months or years, as required by the Procuring Entity] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, more specifically, if we:

- (a) withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity specified in the Bid Data Sheet (hereinafter "the BDS"); or
- (b) having been notified during the period of bid validity specified in the BDS, about the acceptance of our Bid by you,
 - (i) fail or refuse to execute the Contract Agreement within the time period specified in the BDS,
 - (ii) fail or refuse to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB") within the time period specified, or
- (c) breach a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB 1.3.1 (Compliance with RTPP Act & Rules – Code of Integrity and Conflict of Interest).

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Signed: _____ [insert signature of person whose name and capacity are shown]

Name: _____ [insert complete name of person signing the Bid-Securing Declaration]

In the capacity of: _____ [insert legal capacity of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: _____ [insert complete name and address of the Bidder]

Dated on _____ day of, [insert date of signing]

Corporate Seal _____ [affix corporate seal of the bidder]

[Note: In case of a Joint Venture / consortium, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture / consortium that submits the bid.]


Form TECH-4: Declaration by the Bidder
(To be executed on company letter head)
(To be executed on a Non-judicial Stamp Paper of INR 100/- duly notarized)

In relation to our Bid submitted to **[enter designation and address of the procuring entity]** for procurement of **[insert name of the merchant banker]** in response to their Notice Inviting Bids No..... Dated we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;
3. I/We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. I/We do 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;
5. I/We have not been debarred under Section 46 of RTPP Act. In case, the bidder is debarred during last three years by any other procuring entity of State/Central Government or any other Country in last three years then following details shall be provided for each Procuring Entity. (i) Name of Entity, (ii) Period of Debarment and (iii) Reason for debarment
6. I/We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition; A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

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

- a. have controlling partners/ shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of the Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

- 
7. I/We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of our all obligations under the Contract. This means that any person participating in a procurement process shall –
- not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
 - not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
 - not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
 - not indulge in 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; f- not obstruct any investigation or audit of a procurement process; g- disclose conflict of interest, if any; and e- disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.
8. I/We have read the Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 regarding Provisions for Procurement from a Bidder which shares a land border with India and I/we certify that,

I/we is/are not with beneficial ownership from such country, Or

I/we am/are with beneficial ownership from such country and I/We are registered with the Competent Authority as specified in Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&TSPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 and the evidence of valid registration with the Competent Authority is attached with the bid.

UNDERTAKING

I/We hereby declare that the above statements are true and correct to the best of my / our knowledge and belief. I/We shall abide by any other condition, which may be stipulated by RFSDL. I/We fully understand that any contract/agreement entered into between RFSDL and Me/Us on the basis of the statement/information furnished by Me/Us is liable to cancellation or any other action that may be taken by RFSDL having regard to the circumstances of the case, if it is found that any of the information therein are false or incorrect.

Signed: _____ *insert signature of person whose name and capacity are shown*
Name: _____ *insert complete name of person signing the Declaration*
In the capacity of: _____ *insert legal capacity of person signing the Declaration*
Duly authorized to sign the bid for and on behalf of: _____ *insert complete name and address of the Bidder*
Dated on day of _____ *insert date of signing*
Corporate Seal _____ *affix corporate seal of the bidder*

[Note: PE to take reasoned decision in case Bidder provides information about debarment from other Procuring Entity of State/Central Government or other country. Rule 80 (h) of RTPP Rule requires disclosure by Bidder and Bid should not normally be ignored on this account only unless other factors also exist.]



Form TECH-5: Size of Operation (Average Annual Turnover)
(To be executed on Chartered Accountant Firm's letter head – Self attested)

Each Bidder must fill out this form. The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for work in progress or completed, in Rs Lakh.

The average gross turnover of M/s **[Name of the Bidder]** and address **[Insert address]** For the last audited are given below and certified that the statement is true and correct as per the book of records of the above-mentioned firm and through online certificate number ... **[Mention certificate number]**

Annual Turnover Data for the Year from 2020-21 to 2022-23		
S.No.	Year	Total Turnover in Rupees Lakh
1		
2		
3		
	Average Annual Turnover	

[Note: The turnover for the FY 2023-24 can be considered under the last Three FYs if the accounts are audited and certified by Chartered Accountant, otherwise turnover for last Three FYs considered. Registration No. of Chartered Accountant / Firm shall be mentioned here

Date
auditor/seal

Signature of the Bidder

Signature of

Chartered Accountant (Name and address): **[insert complete name and address of Chartered Accountant/ Firm]**

UDIN

Telephone Number:

Mobile Number:

Form TECH-6: Technical Bid Format

(To be executed on company letter head)

Bidder's Information	
Bidder's legal name	
Bidder's country of constitution	
Bidder's year of constitution	
PAN	
GSTIN	
CIN	
Bidder's registered address in country of constitution	
Bidder's authorized representative (Name, address, telephone number(s), fax number(s) and e-mail address)	
Please specify assignments undertaken and successfully completed in the last five years. Information may be submitted in the following format. Please attach separate sheet for each project and submit work orders & satisfactory completion certificates from the clients.	

Equity/Debt

S.no.	Project Name	Name of Client	Financial Year of Project/ Assignment	Value of the Project (In INR)	Tech 8: Assignment Details ref. & Page No.
1					
2.					
3.					

Other Assignments

S.no.	Project Name	Name of Client	Financial Year of Project/ Assignment	Value of the Project (In INR)	Tech 8: Assignment Details ref. & Page No.
1					
2.					
3.					
4.					
5.					
6.					
7.					
8.					



Attached are copies of the following documents:

1. Documents defining the constitution or legal status, place of registration, and principal place of business
2. Certificate of incorporation under companies act 1956 or companies act 2013
3. Certificate of registration as merchant banker with SEBI
4. Copy of Income Tax Registration Certificate / Permanent Account Number (PAN) Card issued by Income-Tax Department.
5. Copy of Goods and Services Tax (GSTIN) registration certificate along with copy of last GSTIN return filed and declaration of no default.

GM

Form TECH 8: Assignment details

Assignment Detail Ref. No.		(Mention Ref no. as 1,2,3....etc..)
1.	Project Name	
2.	Name of the Client with address	
3.	Name of the Client's Contact person with phone number & email id	Contact Name: _____ Phone No.: _____ email: _____
4.	Client Type (Government/PSU/S PSU Entity)	
5.	Year of undertaking the project & Project Start Date:	
6.	Project/Phase Completion Date:	
7.	Estimated capital cost of Project (INR):	
8.	Professional fees received by applicant (INR)	
9.	Brief description of Project	
10	Enclosed relevant document(s) specifying the Scope of work and indicating Engagement value (Mandatory): Copy of Work Orders/LOI /Purchase orders/Contract, and Completion Certificates received from the client. OR Copy of Work Orders/LOI /Purchase orders/Contract, and In case non availability of completion certificate then Self-certificate certified by CA	(Mention relevant document submitted and reference Page No. of Bid Proposal)

Note:

- Kindly attach this filled in annexure assignment details as supporting document for establishing the eligibility and Technical evaluation. This must be furnished with page numbers indicated in the index. Please use separate sheets wherever necessary.
- To demonstrate an experience, multiple Work Orders which are the extension of the Same Project (in continuation) may be considered.
- The assignments which are under Non-Disclosure Agreement (NDA), where bidder is restricted to disclose any of the assignment's details which may breach the confidentiality terms and conditions of the NDA, shall not be submitted for evaluation.
- However, where it would not be possible for the bidder to share the copies of LOI/WO/Completion Certificates for the projects which are covered by Non Disclosure Agreement(NDA), A certificate signed by CA (Statutory Auditor) AND (One of the Director/Partner/CS) of the bidder's company may be submitted, clearly mentioning all the requisite details required for the purpose of evaluation and 'Non Disclosure Agreement' as a reason for the non-submission for project's of LOI/WO/Completion Certificates copies.

Section VI : Conditions of Contract

1. Definition and Interpretation

1.1.	Definitions	1.1.1.	<p>The following words and expressions shall have the meanings hereby assigned to them:</p> <ol style="list-style-type: none"> "Act" Means the Rajasthan Transparency in Public Procurement Act., 2012 'Rules' means the Rajasthan Transparency in Public Procurement Rules, 2013. "Completion" means the fulfilment of the Services and Related Services by the Service Provider in accordance with the terms and conditions set forth in the Contract. "Contract" means the Agreement entered into between the RFSDL and the Service Provider, together with the Contract Documents referred to therein, including all attachments, appendices, specifications and codes and all documents incorporated by reference therein. "Contract Documents" means the documents listed in the Agreement, including any amendments thereto. "Contract Price" means the price payable to the Service Provider as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract. "Day" means calendar day. "Dayworks" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, as per terms of the Contract. "Delivery" means the provision of the Services by the Service Provider to the Procuring Entity in accordance with the terms and conditions set forth in the Contract. "CC" mean the Conditions of Contract. "Government" means the Government of Rajasthan or where the context so require it means Government of India. "Local Currency" means Indian Rupees. "Man-Month" means one resource working for 1 month (Calendar working days as per GoR). "Party" means the RFSDL or the Service Provider, as the case may be, and "Parties" means both of them. "Personnel" means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof. "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. "Service Provider" means the private or government Entity, whose Bid to perform the Contract has been accepted by the RFSDL and is named as such in the Agreement, and
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			<p>includes the legal successors or permitted assigns of the Service Provider. Where the context so requires, the general term 'Contractor' also includes/means 'Service Provider'.</p> <p>r. "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/ Services to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.</p> <p>s. "Specifications" means the specifications of the service included in the Bidding Document submitted by the Service Provider to the RFSDL.</p> <p>t. "IPR (Intellectual Property Rights)" means any patents, copyrights, trademarks, trade names, industrial design, trade secret, permit, service marks, brands, proprietary information, knowledge, technology, licenses, databases, software, know-how, or other form of intellectual property rights, title, benefits or interest, whether arising before or after execution of the Contract.</p>
1.2.	Interpretation	1.2.1.	<p>In the Contract, except where the context requires otherwise</p> <p>a. words indicating one gender include all genders</p> <p>b. words indicating the singular also include the plural and words indicating the plural also include the singular;</p> <p>c. provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing;</p> <p>d. "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;</p> <p>e. the word "tender" is synonymous with "bid" and "tenderer" with "bidder" and the words "tender document" with "bidding document".</p> <p>f. The word 'Service Provider' is synonymous with "Contractor" or "Supplier", if the context so requires.</p> <p>g. The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.</p>

2. General

2.1	General	2.1.1.	<p>Entire Agreement</p> <p>The Contract constitutes the entire agreement between the RFSDL and the Service Provider and includes the Conditions of Contract, bidding forms, schedules, appendices, all attachments listed in the agreement.</p>
		2.1.2.	<p>Amendment</p> <p>No amendment to 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.</p>
2.2.	Contract Document	2.2.1.	<p>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, supplementary, and mutually explanatory.</p>

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2.3.	Code of Integrity	2.3.1.	<p>The Service Provider shall comply with the Code of Integrity and its prevailing sanctions policies and procedures as set forth in the in Section 11 of RTPP Act and Rule 80 (2) RTPP Rules.</p> <p>Further, none of them shall indulge in corrupt, fraudulent, coercive and collusive practices. For the purpose of this clause these practices are defined as below:</p> <ol style="list-style-type: none"> I. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party; II. "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; III. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; IV. "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
		2.3.2.	<p>The RFSDL shall take action against the Service Provider under Section 11(3), 46 and chapter IV of the Act, if it breaches any provisions of the Code of Integrity, or is determined to have engaged in corrupt, fraudulent, coercive or collusive practices in competing for or in execution of the Contract.</p>
2.4.	Language	2.4.1.	<p>The Contract as well as all correspondence and documents relating to the Contract exchanged by the Service Provider and the RFSDL, shall be written in the Hindi and English languages or both. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by a self-attested accurate translation of the relevant passages in Hindi and English languages or both. However, for purposes of interpretation of the Contract, the translation shall govern. Language for translation shall be English.</p>
		2.4.2.	<p>In case the contract goes to legal issues, the Service Provider shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p>
2.5.	Notices	2.5.1.	<p>Any Notice given by one party to the other pursuant to the Contract shall be in writing to the registered address of RFSDL and Service Provider. The term "in writing" means communicated in written form or electronic form with proof of receipt, signed by or on behalf of the party giving it and it is received in full and legible form at the addressee's address [or facsimile number]. It is regarded as received [at the time and] on the day it is actually received on any calendar days. A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.</p>
		2.5.2.	<p>For the purposes of this clause, a party's address and facsimile number are those(s) set out in contract, unless the party has notified a changed address or facsimile number in which case the notice, consent, approval or other communication must be to that address or number.</p>

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		2.5.3.	If a party changes address and fails to notify the other party or parties of this change and the new address, delivery of notices to that party at that new address is deemed compliant with the notice obligation under this clause.
2.6.	Governing Law	2.6.1.	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by and interpreted in accordance with the laws of the Central Government of India and the State Government of Rajasthan, for the time being in force.
		2.6.2.	Irrespective of the place of delivery, or the place of performance or the place of payments under the Contract, the Contract shall be deemed to have been made at the place from which the Notification of Award has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the Contract.
2.7.	Change in Laws and Regulations	2.7.1.	Without prejudice to other clauses of the Contract, if after the date of issue of Notice Inviting Bid, if any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed by Government of India or the State Government (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Service Provider has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.
2.8.	Authorized Representatives	2.8.1.	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the RFSDL or the Service Provider may be taken or executed by the officials authorized by both the parties.

3. Contract Details

3.1.	Joint Venture or Consortium	3.1.1.	Joint Venture or Consortium is not allowed.
3.2.	Assignment and Sub Contracting	3.2.1.	Assignment or sub-contracting either in whole or in part, of the Service Provider's obligations under this Contract shall not be allowed, except in case of the Subject Matter Experts, wherein an individual expert may be subcontracted on need basis.
3.3.	Scope of Services	3.3.1.	The scope of Services shall include Services to be performed under each package as specified in Section III- Scope of Work.
		3.3.2.	Unless otherwise stipulated in the Contract, the Scope of Work shall include, at the Service Provider's cost, all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for successful completion of the Services including defect liability or any other obligations expressly mentioned in the Contract.

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3.4.	Location(s)	3.4.1.	<p>a) Subject to the conditions of the contract, the delivery of the services shall be in accordance with the delivery and completion schedule specified by RFSDL. The details of deliverables and other documents to be furnished by the selected Service Provider are specified in the bidding document and/ or contract.</p> <p>b) The contract for the supply of services can be repudiated at any time by the RFSDL, if the supply of services is not made as per Scope of Work Order after giving an opportunity to the Service Provider of being heard and recording the reasons for repudiation.</p> <p>c) The Service Provider shall arrange to deliver the services at locations mentioned in the Work Order.</p> <p>d) Shifting the place of deployment: In case of the resource augmentation mode, the RFSDL will be free to shift the place of deployment of resources for the said services within the same city /town/ district/ division. The Service Provider shall provide all assistance, including transportation, in relocating the resources.</p>
3.5.	Effectiveness of Rate Contract	3.5.1.	This Rate Contract shall come into effect on the date the Rate Contract is signed by both parties.

4. Force Majeure

4.1.	Force Majeure	4.1.1.	<p>Definition:</p> <ul style="list-style-type: none"> For purposes of this Clause, "Force Majeure" means an event or situation beyond the reasonable control of the Service Provider or of the RFSDL, as the case maybe, that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Service Provider. Such events may include, but not be limited to, acts of the RFSDL in its sovereign capacity, wars or revolutions, acts of the public enemy, civil commotion, sabotage, earthquakes, fires, floods or other adverse weather conditions, explosions, epidemics, quarantine restrictions, freight embargoes, strikes, lockouts, or acts of God. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's employees, experts, sub-consultants/ contractors or agents, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
		4.1.2.	The Service Provider shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract if it is the result of an event of Force Majeure.

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		4.1.3.	If a Force Majeure situation arises, the Service Provider shall promptly but not later than two weeks, notify the RFSDL in writing, with reasonable evidence of such condition and the cause and effects thereof, and shall similarly give written notice of the restoration of normal conditions as soon as possible. Unless otherwise directed by the RFSDL in writing, the Service Provider shall continue to perform its obligations under the Contract as far as reasonably practical and shall seek all reasonable alternative means at his cost for performance not prevented by the Force Majeure event.
		4.1.4.	If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.
		4.1.5.	In case due to a Force Majeure event the RFSDL is unable to fulfil its contractual commitment and responsibility, the RFSDL shall notify the Service Provider accordingly and subsequent actions taken on similar lines described in above sub-clauses.

5. Obligations of the Service Provider

5.1.	General	5.1.1.	<p>The Service Provider shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall deliver services included in the scope of work (but not limited to) in accordance with the provisions of bidding document and/ or contract. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the RFSDL, and shall at all times support and safeguard the RFSDL's legitimate interests in any dealings with the third parties.</p> <p>The Service Provider shall at all times take all reasonable precautions to maintain the health and safety of the Service Provider's Personnel employed for the execution of Services at the locations in the RFSDL's country where the Services are executed.</p> <p>The Service Provider shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.</p>
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5.2.	Confidentiality	5.2.1.	<p>(i) Regarding Confidentiality the provisions of Section 49 of the Act and Rule 77 of the Rules shall apply.</p> <p>(ii) All deliverables, outputs, documents, drawings/layouts, data, or other information furnished by or on behalf of the RFSDL to the Service Provider, in connection with the Contract and the Bid Document, whether such information has been furnished prior to, during or following completion or termination of the Contract, are confidential and shall remain the property of the RFSDL and Government of Rajasthan and shall not, without the prior written consent of RFSDL neither be divulged by the Service Provider to any third party, nor be used by him for any purpose other than the design, procurement, or other work and services required for the performance of this Contract.</p>
		5.2.2.	<p>The obligation of the Service Provider under this Clause, however, shall not apply to information that:</p> <ol style="list-style-type: none"> 1) now or hereafter enters the public domain through no fault of Service Provider. 2) can be proven to have been possessed by Service Provider at the time of disclosure and which information was not previously obtained, directly or indirectly, from the RFSDL; 3) otherwise lawfully becomes available to Service Provider from a third party that has no obligation of confidentiality; or 4) is required to be shared to comply with applicable law.
		5.2.3.	<p>The above provisions of GCC Clause 5.2 shall not in any way modify any undertaking of confidentiality given by Service Provider hereto prior to the date of the Contract/Bid in respect of the Services or any part thereof.</p>
		5.2.4.	<p>The provisions of GCC Clause 5.2 shall survive completion or termination, for whatever reason, of the Contract.</p>
5.3.	Indemnity	5.3.1.	<ol style="list-style-type: none"> 1) The Service Provider shall indemnify and defend the RFSDL against all third-party claims of infringement of patent, trademarks/copyright or industrial design rights arising from the use of the supplied software/ hardware, documents, other artefacts, deployed resources and related services or any part thereof ("Deliverables"). The Service Provider shall have no obligations with respect to any claims to the extent such claim results from: <ol style="list-style-type: none"> a the Service Provider's compliance with RFSDL specific technical designs, specifications, or instructions where the selected Service Provider has notified RFSDL in writing (with proper reasons) prior to implementation of such specific technical designs, specifications, or instructions that the implementation of such specific technical designs, specifications or instructions will result in infringement claims. b inclusion in a Deliverable of any content or other materials provided by RFSDL and the infringement relates to or arises solely from such RFSDL materials or provided material; modification of a Deliverable after delivery by the selected Service Provider to RFSDL if such modification was not made by or on

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			<p>behalf of the selected Service Provider and the claim arises solely due to such modification;</p> <p>c operation or use of some or all of the Deliverable in combination with materials not provided by the selected Service Provider and the claim arises solely due to such reason; or e-use of the Deliverable for any purposes for which the RFSDL have been advised in advance in writing that the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided by the selected Service Provider; or fuse of a superseded release of some or all of the Deliverables or RFSDLs" failure to use any modification of the Deliverable furnished under the contract including, but not limited to, corrections, fixes, or enhancements made available by the selected Service Provider provided that such modifications or new releases are made available by selected Service Provider free of cost and the use of such modifications or new releases does not adversely impact the performance / service levels</p> <p>2) RFSDL stand indemnified from any employment claims that the hired manpower /Resources / Service Provider's manpower may opt to have towards the discharge of their duties in the fulfilment of the purchase orders.</p> <p>3) Each party also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by such party's manpower while discharging their duty towards fulfilment of the purchase orders caused by the negligence or willful misconduct of the other Party or its agents and representatives.</p>
5.4.	Insurance to be Taken Out by the Service Provider	5.4.1.	<p>The RFSDL shall not be liable for or in respect of any damages or compensation payable to any personnel provided to the RFSDL by Service Provider other than the death or injury resulting from any act or default of the RFSDL. The Service Provider undertakes to indemnify and keep indemnified the RFSDL against all such damages and compensation and against all such claims proceedings, damages, costs, charges and expenses (including reasonable legal costs) whatsoever in respect thereof or in relation thereto .</p> <p>The Service Provider at the RFSDL's request, shall provide evidence to the RFSDL showing that such insurance has been taken out and maintained and that the current premiums have been paid. Insurance policy shall be valid for 30 days beyond receipt of delivery of services..</p>
5.5.	Documents Prepared by the Service Provider to Be the Property of RFSDL / IPR Rights	5.5.1.	<p>All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider under this Contract shall become and remain the property of the RFSDL and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the RFSDL's prior written consent. The Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the RFSDL, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software but shall not use it for any commercial purpose.</p>

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5.6.	Copyright	5.6.1.	The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the RFSDL by the Service Provider herein shall remain vested in the Service Provider, or, if they are furnished to the RFSDL directly or through the Service Provider by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
5.7.	Intellectual Property Rights	5.7.1.	<ol style="list-style-type: none">1. Subject to the other provisions contained in this Clause, the Service Provider shall agree that all deliverables created or developed by the Service Provider, specifically for the RFSDL, together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of RFSDL respectively.2. The RFSDL shall acknowledge that:<ol style="list-style-type: none">a. In performing services under the Contract, the Service Provider may use Service Provider's proprietary materials including without limitation of any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by the Service Provider prior to or independent of the services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the services hereunder, ("the Service Provider's Pre-Existing IP").b. Notwithstanding anything to the contrary contained in the Contract, the Service Provider shall continue to retain all the ownership, the rights title and interests on all the Service Provider's Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting the Service Provider from using the Service Provider's Pre-Existing IP in any manner.c. If any of the Service Provider's Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under the Contract, the Service Provider hereby grants to the RFSDL a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license of the deliverables with the right to sublicense, to use, copy, install, perform, display, modify and create derivative works of any such deliverables and only as part of the deliverables in which they are incorporated or embedded.d. RFSDL being the owner of all the IPs created in the deliverables, except the Pre- Existing IPs of the Service Provider used in the development and deployment, shall have exclusive rights to use, copy, license, sell, transfer, share, deploy, develop, modify or any such act that the RFSDL may require or find necessary for its purpose. The IP rights of the RFSDL shall indefinitely subsist or continue in all future derivatives of the deliverables.e. The Service Provider shall have no claims whatsoever on the deliverables and all the IPs created in deliverables or in course of development of the applications except its Pre-Existing IPs for which it shall grant all authorizations to the RFSDL for use as detailed in the Clause(c) above.

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			<p>f. Except as specifically and to the extent permitted by the Service Provider, the RFSDL will not engage in reverse compilation or in any other way arrive at or attempt to arrive at the source code of the Service Provider's Pre-Existing IP, or separate Service Provider's Pre-Existing IP from the deliverable in which they are incorporated for creating a standalone product for marketing to others.</p> <p>g. The RFSDL shall warrant that the materials provided by the RFSDL to Service Provider for use during development or deployment of the application shall be duly owned or licensed by the RFSDL.</p>
5.8.	Code of Conduct	5.8.1.	<p>The Merchant Bankers personal employees shall have a Code of Conduct for the execution of the Services at the locations where the Services are provided.</p> <p>The Merchant Bankers shall take all necessary measures to ensure that each Personnel is made aware of the Code of Conduct including specific behaviours that are prohibited, and understands the consequences of engaging in such prohibited behaviours.</p>

6. Obligations of the RFSDL

6.1.	Assistance and Exemptions	7.1.1.	<p>(a) Whenever the delivery of Services requires the Merchant Bankers to obtain permits, approvals, and licenses from local public authorities. It shall be sole responsibility of the Merchant Bankers to obtain these and keep these current and valid. This may include but not be restricted to licences or environmental clearance, if required.</p> <p>(b) The RFSDL will, if requested by the Merchant Bankers, make its best effort to assist the Merchant Bankers in complying with such requirements in a timely and expeditious manner, without any dilution of Merchant Bankers responsibility in this regard.</p> <p>(c) The RFSDL shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.</p>
6.2.	Services and Facilities	7.2.1.	<p>The RFSDL shall make available to the Merchant Bankers the working space at the Client location, subject to the availability.</p>

7. Work Orders and Payment Terms

7.1.	Placements of Work Orders	8.1.1.	<p>(a) RFSDL may place the work orders to the Merchant Bankers with whom the rate contract is signed for its own requirement or for its projects on behalf of its clients. Work order for a respective job may be awarded based on Deliverable based assignment mode or Resource Augmentation mode.</p> <p>(b) This bid is for signing Rate Contract with multiple Merchant Bankers. RFSDL reserves right to choose the eligible Merchant Bankers from multiple Merchant Bankers with whom the Rate Contract is signed for allotment of projects (work orders) / work considering various parameters like performance, location, mix of project etc. or any other factors depend on the situation.</p> <p>(c) Depending on the requirement, the work orders may be placed to anyone of the Merchant Bankers or more than one depending on the project requirement or the TOR may be given to more than one Merchant Bankers with whom the rate contract is signed for the specific scope of work using the L1 rates.</p> <p>(d) RFSDL reserves the right to clearly and specifically state in writing the name of a particular Merchant Bankers for a respective job.,</p> <p>(e) The Terms of Reference/ Scope of Work will be shared amongst all Merchant Bankers and they would be invited to make presentations and submission of technical proposal and financial effort estimate (in case of Deliverable based assignment mode) in a separate sealed envelope regarding the project under consideration. The presentations may be evaluated objectively, based on which the most suitable Merchant Bankers may be assigned the work by RFSDL. For assignment of work to Merchant Bankers, the above mentioned Standard Operating Procedure (SOP) is followed or implementation of new guidelines from time to time.</p>
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7.2.	Payment Terms	7.2.1.	<p>(a) Payment will be made in Indian Rupees only.</p> <p>(b) The payment to the Merchant Bankers will be made as follows-</p> <p style="padding-left: 40px;">Deliverable based assignment- On achievement of the mentioned deliverable or milestone.</p> <p>(c) The Merchant Bankers will submit Pre-receipted bills in triplicate (having details of concerned work-order number, Date and Project-Number of RFSDL). The RFSDL shall endeavour to make the payment within 30 days of submission of the Bill along with all the completed documents and after deducting the applicable penalty if any.</p> <p>(d) Payments shall be made subject to deductions of any amount for which the Merchant Bankers is liable under the Rate Contract or etc. conditions. Further all payments to Merchant Bankers will be made subject to deduction of TDS (Tax deduction at Source) applicable to deployment of professionals as per the income Tax Act, 1961, and also applicable penalty & other taxes, if any, as per Government of India rules.</p> <p>(e) GST would be paid extra as may be applicable from time to time.</p> <p>(f) Pre-receipted bills shall be submitted in triplicate in the name of RFSDL.</p>
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7.3.	Price Fall Clause	7.3.1.	<p>The prices under a rate contract shall be subject to price fall clause as per as per Rule 29 (2)(h) of RTPP Rules. Price fall clause is a price safety mechanism in rate contracts and it provides that if the 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 that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days' time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.</p>
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7.4.	Taxes and Duties	7.4.1.	<p>1. The Merchant Bankers shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.</p> <p>2. For the purpose of the Contract, it is agreed that the prices quoted for this Contract is based on the taxes, duties, levies, and charges prevailing at the date 28 days prior to the date of bid submission in India.</p> <p>3. If any rates of tax are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of Contract, which was or will be assessed on the Merchant Bankers in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction therefrom, as the case may be, in accordance with GC Clause 2.14 (Change in Laws and Regulations) hereof.</p>
7.5.	Performance Security	7.5.1.	<p>(i) 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.</p> <p>(ii) The Service provider is required to submit 2% of the total bid value as performance security while signing of rate contract and thereafter shall be submitting 3% of the work order value for the respective of the job for every work order that is issued during the empanelment period</p>
		7.5.2.	<p>The Performance Security shall be denominated in the currency of the Contract and shall be in one of the forms as per Rule 75 of RTPP Rules.</p> <p>(a) deposited through Bank Draft or Banker's Cheque of a Scheduled Bank in India; or</p> <p>(b) National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the RFSDL with the approval of Head Postmaster; or</p> <p>(c) Bank guarantee. It shall be of a scheduled Bank in India in prescribed or other acceptable format or from other Issuer acceptable to the RFSDL. The bank guarantee shall be got verified from the issuing bank and confirmer, if any; or</p> <p>(d) Fixed Deposit Receipt (FDR) of a Scheduled Bank in India. It shall be in the name of the RFSDL on account of Bidder and discharged by the Bidder in advance. The RFSDL shall ensure before accepting the Fixed</p>

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			<p>Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the RFSDL 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 as per Rule 75 (3) (e) of RTTP Rules.</p> <p>As per Rule 75 (4) of RTTP Rules the Performance Security furnished in the form of Bank Guarantee or Bid Securing Declaration shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period</p>
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		7.5.3.	<p>The Performance Security will be forfeited by RFSDL on happening of any of the events mentioned below.</p> <ol style="list-style-type: none"> 1. When any terms and conditions of contract is infringed 2. When Merchant Bankers fails to make complete provision of Services satisfactorily within the time specified; or 3. if the Merchant Bankers breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of RTTP Rules and as specified in GCC Clause 2.3(Code of Integrity). <p>Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the RFSDL in this regard shall be final</p>
		7.5.4.	<p>The Performance Security shall be returned by the RFSDL and returned to the Merchant Bankers promptly after the satisfactory completion of the Merchant Bankers performance obligations under the Contract, including any defect liability obligations.</p>
7.6.	Penalties	7.6.1.	<ol style="list-style-type: none"> 1. Any unjustified and unacceptable delay resulting from reasons attributable to the Merchant Bankers beyond the delivery schedule as per Work order will render the Service Provider liable for liquidated damages at the rate as mentioned in the following sections. 2. The Merchant Bankers shall render the services strictly adhering to the Important Dates by RFSDL in the Work order. Any delay, not condoned by RFSDL, on the part of Service Provider in the performance of its obligations shall attract penalty. The penalty shall be charged at the rate of 0.5% of the delayed deliverable or milestone (or item in default, as applicable) per week of delay subject to a maximum of 10% of the work order value. Post that RFSDL will have the option of getting the work done through alternate sources at the cost and risk of the defaulting Merchant Bankers, which will be realized from pending payments of the Merchant Bankers, or from the Performance security or by raising claims. 3. The Merchant Bankers shall not refuse to accept RFSDL work order under any pretext. The work order will be emailed by RFSDL to the Merchant Bankers. The selected Service Provider shall start the work within 7 working days of the date of the work order. For bigger projects, timelines will be

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			<p>mutually agreed between RFSDL and the selected Service Provider.</p> <p>4. For three successive recurrences of default related to non-execution of work orders for reasons attributable to the Service Provider, RFSDL would be free to forfeit the defaulting Merchant Bankers Performance Security received against the affected work orders and/or termination of the Contract provided Merchant Bankers fails to remedy such default in spite of 30 days written notice from RFSDL to cure such default.</p> <p>5. If at any time during performance of the work order, the Merchant Bankers encounter conditions impeding timely performance of the ordered services, the Merchant Bankers shall promptly notify RFSDL in writing of the fact of the delay, its likely duration and its cause(s).</p>
		7.6.2.	<p>Recoveries of penalties, services not performed shall ordinarily be made from bills. Amount may also be withheld to the extent of services not performed and in case of failure in satisfactory defect correction by the Merchant Bankers, their amount along with amount of penalties shall be recovered from his dues and Performance Security available with the RFSDL. In case balance of recovery is not possible, recourse will be taken to Section 53 of the Act or any other law in force.</p>
7.7.	Limitation of Liability	7.7.1.	<p>(i) Except conditions enumerate in Indemnity Clause, the damage caused by the Merchant Bankers to RFSDL under any work order issued pursuant to this empanelment, the Merchant Bankers shall be liable to RFSDL for damage and loss to the maximum extent of the work order value. However, the total value of damages, during the period of Rate Contract that can be levied on the Merchant Bankers shall not exceed the total contract value of the work entrusted to them.</p> <p>(ii) Merchant Bankers shall be liable for all acts of omission and commission by its employees deployed under this empanelment and RFSDL stand and insulation against aggrieved third-party complaints against any civil or criminal actions of the Merchant Bankers or its employees.</p> <p>(iii) Limitation of liability: In no event will Merchant Bankers be liable for any incidental, indirect, special or consequential costs or damages including, without limitation, downtime cost, unavailability of or damage to data; or software restoration. To the extent allowed by local law, these limitations shall apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort or otherwise."</p>

8. Termination and closure of contract

8.1.	Termination for Default	8.1.1.	<p>The RFSDL, without prejudice to any other remedy under the provisions of the Act, the Rules or the Contract for breach of Contract, by Notice of default, giving two weeks' time to the Service Provider, may terminate the Contract without compensation in whole or in part:</p> <ol style="list-style-type: none"> 1. if the Merchant Bankers fails to deliver any or all of the Services within the period specified in the Work Order, or within any extension thereof granted by the RFSDL; or 2. if the Merchant Bankers fails to perform any other obligation under the Work Order and/or Contract which is defined as the fundamental breach of contract. Any party to the contract commits a breach of contract that is so Fundamental that it deprives the other party to the contract of substantially the whole of contract's benefits is stated to be the fundamental breach of contract. Therefore, any breach of conditions relating to essence of any contract is termed as fundamental breach of contract. Time assigned for completion of contract and the quality of goods/work/services or any other condition of contract are generally the essence of the contract; or 3. if the Merchant Bankers, in the judgment of the RFSDL has breached any provision of the Code of Integrity, as defined in the RTPP Act and the RTPP Rules.
		8.1.2.	<p>In the event the RFSDL terminates the Contract in whole or in part, pursuant to GCC Clause 9.1.1, the RFSDL may procure, upon such terms and in such manner as it deems appropriate, the Services similar to those undelivered or not performed, and the Merchant Bankers shall be liable to the RFSDL for any additional costs for such similar Services and such additional cost shall be recovered from the dues of the Merchant Bankers with the RFSDL.</p>
8.2.	Termination for Insolvency	8.2.1.	<p>The RFSDL may at any time terminate the Contract by giving Notice to the Merchant Bankers if the Merchant Bankers becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Merchant Bankers, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the RFSDL.</p>
8.3.	Termination for Convenience	8.3.1.	<p>RFSDL may by written notice, sent to the selected Merchant Bankers, terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for RFSDL's convenience, the extent to which performance of work under the work-order and/or the contract is terminated and the date upon which such termination becomes effective. RFSDL reserves the right to cancel the remaining part and pay to the selected Merchant Bankers an agreed amount for partially completed Services.</p>

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8.4.	Closure of Work Order	8.4.1.	No Claim Certificate and Release of Contract Securities: After mutual reconciliations of outstanding payments and assets on either side the Merchant Bankers shall submit a 'No-claim certificate' to the RFSDL requesting further for release of its work order related securities, if any. The RFSDL shall release the work order related securities without any interest, if there is no outstanding obligation, asset, or payments due from Service Provider.
		9.4.2.	Completion of obligation: The work order shall stand closed upon successful performance of all obligations by both parties to the Work Order, including completion of defect liability period obligations and final payment.
		9.4.3.	Upon Termination: Contract shall also be treated as closed on Termination and settlements if any thereafter as per clause 9.1, 9.2, 9.3 and 9.4 above.

10. Exclusive Jurisdiction

10.1.	Jurisdiction of Courts	10.1.1.	The Courts at Jaipur, Rajasthan shall alone have jurisdiction in respect of all claims and matters arising under the contract for the provision of Services.
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Appendix

A.1 Appendix – e-Procurement Process¹

The eProcurement System of Rajasthan enables the Bidders to download the Bid Schedule free of cost and then submit the bids online through this portal. Vendors intending to participate in the e-bids of Rajasthan Government can enroll themselves through **Online Enrollment of Corporate/Bidder in website eProcurement System Government of Rajasthan**. For Registration the Digital Signature enrolment has to be done with the e-token, after logging into the portal. Digital Signature Certificate (DSC) 'Class III' type will in bidder's name from an approved certifying agency. DSC/ e-token may be obtained from one of the authorized Certifying Authorities approved. The list of certifying authorities issuing the Digital Signature Certificates is available on the website www.cca.gov.in. The digital signature certificates (DSC) are issued with limited currency / validity date. Detailed information is also available in Bidder Manual Kit of **website** bid submission.

¹The instructions stand valid as on July 19, 2021, the Procuring Entity and Bidder are advised to check the updated eprocurement process if any on the SPPP or e-procurement website of GoR.



A.2 Appendix: Grievance Handling Procedure during Procurement Process (Appeals)

Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First Appellate Authority Finance Secretary (Revenue), First floor, Secretariat [mention designation and address] or Second Appellate Authority Principal Secretary Finance), First floor, Secretariat [mention designation and address], in accordance with the provisions of chapter III of RTPP Act and chapter VII of RTPP Rules.

i. Filing an appeal

1. 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 the Guidelines issued there under, Bidder may file an appeal to the First Appellate Authority as specified in the Bid Data Sheet, within a period of ten days from the date of such decision, action, or omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful in terms of section 27 of the Act, the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Techno-commercial 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 Techno-commercial Bid is found to be acceptable.

2. After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal.
3. If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to the Second Appellate Authority as specified in the Bid Data Sheet, within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties.

ii. Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:

- a. determination of need of procurement;
- b. provisions limiting participation of Bidders in the bidding process;
- c. the decision of whether or not to enter into negotiations;
- d. cancellation of a procurement process;
- e. applicability of the provisions of confidentiality.

iii. Form and procedure of filing an appeal

- i. An appeal shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- ii. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- iii. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

iv. Fee for filing appeal

- i. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- ii. The fee shall be paid in the form of bank demand draft or banker's Cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

v. Procedure for disposal of appeals

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

vi. 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.

vii. Vexatious Appeals & Complaints

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the "The RTPP Act", 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.



A.3 Appendix - FORM No. A

[See rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No of

Before the (First / Second Appellate Authority)

(i) Particulars of appellant

- (a) Name of the appellant:
- (b) Official address, if any:
- (c) Residential address:

(ii) Name and address of the respondent(s):

- (a)
- (b)
- (c)

(iii) Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

(iv) If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

(v) Number of affidavits and documents enclosed with the appeal:

(vi) Grounds of appeal:

.....
.....
..... (Supported by an affidavit)

(vii) Prayer:

.....
.....

Place

Date

Appellant's Signature

