

Government of Rajasthan
Office of the Settlement Commissioner & CEO, Rajasthan Bhu-Abhilekh
Adhunikaran Society (RBAAS)
Viman Bhawan, Gopalbari Jaipur -302001, Fax 0141- 2373904
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No. F3(2)/Survey Resurvey/HRSI/RBAAS/2014-15/Part-1/ 460

Dated: 29/09/22

NOTICE INVITING e- BIDS

Commissioner, Land Settlement Department and CEO, RBASS, Rajasthan invites e-Bid proposals from the eligible bidders for the following bid:

S.No.	Procurement Activity	Estimated cost of the Bid	Bid Start Date & Bid End Date	Technical Bid Opening Date
1	RFP for Rate Contract for Procurement of High Resolution Satellite Data for Rajasthan State under DILRMP at Land Settlement Department. NIB No: SET2223A0004 UBN No: SET2223GLRC00005	Rs. 63.00 Crore	Start Date: 30-09-2022 from 03:00 pm End Date: 28-10-2022 at 6:00 pm	31-10-2022 at 03:00 pm

The details of the bidding document can be seen at website: <http://sppp.raj.nic.in>, <http://eproc.rajasthan.gov.in>, <http://www.landrevenue.rajasthan.gov.in>. In case, any of the bidders fails to physically submit the instrument for Tender Fee, Bid Security and RISL Processing Fee, its bid shall not be accepted.


(Rajendra Vijay)
Commissioner Land Settlement
Department & CEO, RBAAS
Rajasthan, Jaipur

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

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> Name: Commissioner, Land Settlement Department Address: Gopal Bari, Near Dak Bungalow, Jaipur-302005 (Rajasthan)
Subject Matter of Procurement	RFP for Rate Contract for Procurement of High Resolution Satellite Data for Rajasthan State under DILRMP at Land Settlement Department.
Bid Procedure	Single-stage Two part (envelope) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Quality & Cost Based Selection (QCBS) Method – Technical and Financial weightage will be 30 % and 70% respectively to compute a Composite Bid Score. However, parallel rate contracts may be concluded with more than one bidder in the order of their standing in final evaluation, by giving them counter offer of prices of the highest score bidder. Hence, multiple agencies can be awarded the work order for the districts.
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	Website: http://sppp.raj.nic.in , http://eproc.rajasthan.gov.in , http://www.landrevenue.rajasthan.gov.in ,
Estimated Cost	Approx. Rs. 63.00 Crores (per sq. km. rate contract basis)
Fees & Bid Security	<p>Bidding document fee: Rs.5000/- (Rupees Five Thousand Only) through eGRAS/ Demand Draft/BC in favour of "Commissioner, Land Settlement Department" payable at "Jaipur".</p> <p>RISL Processing Fee: Rs. 1000/- (Rupees One thousand Only) through eGRAS/ Demand Draft /BC in favour of "Managing Director, RISL" payable at "Jaipur".</p> <p>Bid Security: Amount (INR): 2% of the estimated procurement cost (mentioned above), 0.5% for S.S.I. of Rajasthan, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction].</p> <p>Mode of Payment: eGRAS/Banker's Cheque or Demand Draft or Bank Guarantee (in specified format), of a Scheduled Bank in favour of Commissioner, Land Settlement Department, payable at Jaipur.</p> <p>All the three payments can be made on single challan through eGRAS and should be submitted along with the bid.</p> <p>Bid security submitted through Bank Guarantee should be from Scheduled Bank of India.</p>
Period of Sale of Bidding Document (Start/ End Date)	<ul style="list-style-type: none"> Start Date: 30.09-2022 at 03:00 PM End Date: 26-10-2022 at 6:00 PM
Date/ Time/ Place of Pre-bid Meeting	<ul style="list-style-type: none"> 10-10-2022 at 12:00 PM Committee Room, Settlement Department, Jaipur(Rajasthan) Last date of submitting clarifications requests by the bidder: 11-10-2022 at 06:00 PM Response to clarifications by procuring entity: 14-10-2022 at 06:00 PM <p>(Bidders who have purchased bid document shall only be eligible to submit the clarifications. Bidder has to submit a photo copy of DD/BC of bid document cost along with hard copy of Pre-bid queries.)</p>
Manner, Start/ End Date for the submission of Bids	<p>Manner: Online at e-Proc. website (http://eproc.rajasthan.gov.in)</p> <ul style="list-style-type: none"> Start Date: 30-09-2022 at 05:00 PM End Date 28-10-2022 at 6:00 PM

Submission of Banker's Cheque / Demand Draft for Tender Fee, Bid Security, and Processing Fee*	From 30-09-2022, 05:00 PM to 28-10-2022, 5:00 PM
Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> • Date: 31-10-2022 • Time: 3:00 PM • Place: Committee Room, Settlement Department, Jaipur(Rajasthan)
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	90 days from the bid submission deadline
<p>Note:</p> <ol style="list-style-type: none"> 1) Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, Instrument for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/cover. 2) In case, any of the bidders fails to physically submit the Instrument for Tender Fee, Bid Security, and RISL Processing Fee up to 05:00 PM on 28-10-2022, its Bid shall not be accepted. The Tender fee & Bid Security should be drawn in favour of "Commissioner, Land Settlement Department and the RISL processing fee in Managing Director, RajCOMP Info Services Ltd." and payable at "Jaipur" from any Scheduled Commercial Bank. 3) To participate in online bidding process, Bidders must procure a Digital signature Certificate(Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again). 4) Department will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. 5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process. 6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by RISL, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, RISL for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur 7) The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail. 	


Commissioner
Land Settlement Department

**Request for Proposal (RFP) Document for Rate Contract for
Procurement of High Resolution Satellite Data for Rajasthan State
under DILRMP at Land Settlement Department**

Reference No.:

Dated:

Unique Bid number:

Mode of Bid Submission	Online through e-Procurement/ e-Tendering system at http://eproc.rajasthan.gov.in
Tendering Authority/ Purchaser	Commissioner, Land Settlement Department, Gopal Bari, Jaipur (Rajasthan)
Date & Time of Pre-bid meeting	10-10-2022 at 12:00 PM Committee Room, Land Settlement Department, Gopal Bari, Jaipur (Rajasthan)Jaipur
Last Date & Time of Submission of Bid	00-00-2022 at 6:00 PM
Date & Time of Opening of Technical Bid	31-10-2022 at 3:00 PM

Cost of Tender Document: Rs.5000/-Only (Rupees Five Thousand Only)

RISL Processing fee: Rs.1000/-Only (Rupees One Thousand Only)

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

**Land Settlement Department, Gopal Bari, Jaipur
(Rajasthan)**

Phone: 91 (141) 2373904
Email: scr-rj@nic.in

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ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto.
Authorized Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Bid/ e-Bid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfillment of any obligation in terms of the provisions of the bidding documents.
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments there to, that set out the terms and conditions of the given procurement and includes the invitation to bid
BoM	Bill of Material
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Commissioner, Land Settlement Department, Govt. of Rajasthan in this bidding document.
Contract/ Project Period	The Contract/ Project Periods shall commence from the date of issue of Work order till completion of Warranty Support Services after successful commissioning of the project
Day	A calendar day as per GoR / GoI
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.
eGRAS	Online Government Receipts Accounting System
FOR/ FOB	Free on Board or Freight on Board
FSDP	Foreign Satellite Data Procurement
GoI/ GoR	Govt. of India/ Govt. of Rajasthan

Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
GST	Goods and Services Tax
HRSI	High Resolution Satellite Imagery
IFB	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organization for Standardization
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
MSS	Multi Spectral Sensors
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
NRSC	National Remote Sensing Centre, Hyderabad
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PAN Data	Panchromatic Data
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contractor cancellation of the procurement process, as the case maybe
Purchaser	Commissioner, Land Settlement Department

Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects ,by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. Land Settlement Department, GoR in this RFP document.
Rate Contract	A rate contract entered into between the bidding entity and a successful bidder/bidders concerning the subject matter of procurement
Rate Contract Process	The process of procurement extending from the issue of invitation to Bid till the award of the rate contract or cancellation of the procurement process, as the case may be
RBAAS	Rajasthan Bhu Abhilekh Adhunikaran Society
RISL	Raj COMP Info Services Limited
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.rajasthan.gov.in
STQC	Standardization Testing and Quality Certification, Govt. of India
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number
TPA	Third Party Auditors
VAT/ Cen VAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order

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

Reference No.:

Dated:

Unique Bid number:

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Period of Sale of Bidding Document (Start/ End Date)	<ul style="list-style-type: none"> Start Date:30-09-2022 at 03:00 PM End Date: 28-10-2022 at 6:00 PM
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Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	90 days from the bid submission deadline
<p>Note:</p> <ol style="list-style-type: none"> 1) Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, Instrument for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/cover. 2) In case, any of the bidders fails to physically submit the Instrument for Tender Fee, Bid Security, and RISL Processing Fee up to 05:00 PM on 28-10-2022, its Bid shall not be accepted. The Tender fee & Bid Security should be drawn in favour of "Commissioner, Land Settlement Department and the RISL processing fee in Managing Director, RajCOMP Info Services Ltd." and payable at "Jaipur" from any Scheduled Commercial Bank. 3) To participate in online bidding process, Bidders must procure a Digital signature Certificate(Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again). 4) Department will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. 5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process. 6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by RISL, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, RISL for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur 7) The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail. 	

Commissioner
Land Settlement Department

2. About the Project:

The Land Settlement Department, Government of Rajasthan is the nodal department for the implementation of Digital India Land Record Modernization Programme (DILRMP), which has been conceptualized to develop a modern, comprehensive and transparent land records management system in the State. A major part of DILRMP project also involves the use of modern technologies like Remote Sensing and GIS.

Under the DILRMP scheme, presently, Survey / Re-Survey activity is being carried out in 11 districts (Jaipur, Tonk, Jhalawar, Bhilwara, Jodhpur, Banswara, Rajsamand, Barmer, Churu, Hanumangarh, Sri Ganganagar) and 04 tehsils of Ajmer district (Pushkar, Pisangan, Ajmer, Nasirabad) through the latest survey methodology of HRSI (High Resolution Satellite Imagery) and survey instruments such as ETS/DGPS.

The 40 cm. or better fresh stereo multispectral Pan Sharpened High Resolution Stereo Satellite Data for 11 districts with an area covering 129,853 sq.km and later on part of Ajmer district (covering 4 tehsils) with an area of 2336.47 sq.km. of the State was earlier procured through NRSC.

As per the decision taken by the State Government, Survey Resurvey activity is also to be carried out in remaining Districts of the State covering an estimated area of approx. 210215.47 sq.km. with the aid of High Resolution Satellite Imagery and modern survey equipments. Work orders for Bikaner, Nagaur, Kota, Baran, Bundi, Jalore, Jaisalmer, Bharatpur, Sawai Madhopur, Karauli, Dholpur, Udaipur, Chittorgarh, Dungarpur, Pratapgarh, Dausa, Alwar, Sikar, Jhunjhunu, Pali, Sirohi and the remaining tehsils of Ajmer district have been issued.

The list of districts is enclosed at Annexure 3.

With regard to the new Standard Operating Procedure (SOP) issued by NRSC for Satellite Data Procurement, office of the Land Settlement Commissioner intends to select the firms through rate contract who will be responsible for delivery of 40cm or better, Fresh stereo multispectral PAN sharpened satellite imagery. As per the requirement of the department, fresh tasking of Satellite data is to be carried out in a phased manner with an estimated area of around 210215.00 sq.km. of Rajasthan as per the scope of supply and Technical Specification.

Most responsive bid will be shortlisted on the basis of Quality & Cost Based Selection (QCBS) method. Technical and Financial weightage will be 30 % and 70% respectively to compute a Composite Bid Score. However, parallel rate contracts may be concluded with more than one bidder in the order of their standing in final evaluation, by giving them counter offer of prices of the highest score bidder. Hence, multiple agencies can be awarded the work order for the districts. The detailed technical specification is annexed at Annexure-2. The area of interest for which the high resolution satellite data will be required is annexed at Annexure- 3.

3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

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

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement OR Company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932. OR A Limited Liability Partnership registered under Indian Limited Liability Partnership Act, 2008. Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder	- Copy of Registration - Copy of Certificates of incorporation
2	Certification/ NRSC registration	The bidder should necessarily be Indian entity only and registered with NRSC e-portal	Copy of registration with NRSC e-portal
3	OEM Certification	The bidder should be an authorized Indian distributor/representative of the Original Equipment Manufacturer (OEM)/Principal Satellite Data Provider. The bidder must attach Manufacturing Authorization certificate from OEM for the item to be covered through this tender.	Annexure- 9 (OEM Authorization Certificate)
4	Financial Turnover	Average Annual Turnover of the bidder during last three financial years from 2018-19, 2019-20 and 2020-21 should be at least 10.0 crores (as per the last published audited balance sheets)	CA Certificate with CA's Registration Number/ Signature and Seal with UDIN no.
5.	Financial Net Worth	The net worth of the bidder and OEM as on 31/03/2021 should be Positive.	CA Certificate with CA's Registration Number/ Seal with UDIN no.
6.	Tax Registration	The bidder should have a registered number of i. GSTIN where his business is located ii. Income Tax / Pan number.	Copy of Certificate Of Registration
7.	Experience & Technical Capability	The bidder or its OEM for whom the bidder is representing must have experience in supplying High Resolution Satellite Imagery and the bidder or its OEM must have successfully completed projects of supplying Fresh Stereo High Resolution Satellite Imagery (better than 2.5 m) to any NRSC/State Govt./PSU in India covering a minimum geographical area of 50000 sq. km. during the last five years.	1. Self declaration from OEM on OEM Letter head duly verified & signed by OEM 2. Work order + Work Completion Certificate from the NRSC/client (Certified by the Statutory Auditor/CA)
8.	Daily data tasking capability	The daily data tasking capability of the OEM constellation of Satellites should be a minimum of 1,00,000 sq. km.	Self declaration from OEM, on OEM Letter head duly verified & signed by OEM

9.	Tasking Feasibility Dates	The bidder has to submit strip wise Tasking Feasibility Dates and plan as per the period of interest mentioned in the technical specifications. (Annexure 2 and 3)	OEM Report of Tasking Feasibility Dates
10.	Sample Data	The bidder through its OEM, has to submit a sample data (minimum 25 sq.km.) for inspection and demonstration (as per the instructions) before the last date of submission of bid for technical evaluation. The bidder has to adhere to the data quality parameters as per the technical specifications. (In case of multiple bidders of same OEM, only one sample data is to be submitted by the OEM)	Sample Data and OEM compliance sheet as per Annexure 2
11.	ISO Certifications	The bidder should have the ISO 9001: 2015 certifications before the publication of the bid.	Copy of the certificate(s) issued by the Institution signed and stamped by the authorized signatory of the bidder.
12.	Office in India	The bidder should have a registered office in India and should be in existence for the last three years	Address, email id, mobile number along with the complete details of the contact person and office. (Address proof document or undertaking)
13.	Mandatory Undertaking	<p>Bidder should: -</p> <p>a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the fore going reasons;</p> <p>b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;</p> <p>c) not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>d) comply with the code of integrity as specified in the bidding document.</p>	A Self Certified letter as per Annexure-6: Self-Declaration

4. SCOPE OF WORK, DELIVERABLES & TIMELINES

A. Scope of Work (SOW)

The successful commissioning of the project requires the bidder to supply & timely services with speed and certainty to the department. All the activities performed by the bidder during different phases/stages of the project shall be closely monitored by the designated authority. The bidders are strongly advised to carefully read the Scope of Work below and quote accordingly.

The broad scope of work for the bidder during the period of contract/engagement would include the following phases: -

- Phase-I: Implementation (Assessment of collection dates and Supply of requisite Satellite Data).
- Phase-II: Post Delivery Support Services (Support Services for supplied Satellite Data)

The detailed scope of work for the bidder during the period of contract/engagement would include (but not limited to) the following:

- a) The successful bidder, shall conduct a feasibility study for communicating the collection dates and arrange to supply the Satellite Data at the Office of Land Settlement Commissioner along with delivery challan as per details mentioned in "Annexure-1: Bill of Material" and "Annexure-2: Technical Specifications" and time-schedule mentioned at "C: Project Activity, Deliverables & Timelines" of this bidding document.
- b) The purchaser, upon receipt of delivery of all the ordered items as per prescribed time- schedule, shall verify the same in accordance with the delivery challan received from NRSC and thereafter inspect all the supplied products during the respective delivery to validate them in compliance with the work order.
- c) As mentioned in the FSDP Certificate issued by NRSC, the Satellite Data need to be supplied to NRSC for security vetting. After security vetting, the NRSC will perform the screening of data for the sensitive area, as per the existing procedure. After the clearance by NRSC, data will be provided to the user department.
- d) The successful bidder has to submit the data as per the sample data approved.
- e) The bidder has to confirm to the correctness of the Imagery with respect to coverage and all the required parameters (Resolution, True Colour, Image Band, Nadir Angle, Cloud %, Vintage etc.)
- f) If the successful bidder fails to supply the product as per the feasibility dates given, the same work will be awarded to the other firms by giving them counter offer of prices of the lowest bidder.

Phase-II: Support Services Phase

Post-testing i.e. from the "Date of Commissioning" of project, the Support Service period as specified in the bidding document shall commence. During this period, the bidder shall: -

- a) provide post-delivery support for data quality.
- b) provide a dedicated centralized helpdesk number, email address such that the end- user may report problems, if any, using any of the available methods.

B. Project Activity, Deliverables & Timelines

The milestones, deliverables and time schedule for the implementation of the project would be as follows:-

- a) The time specified for delivery and other activities as mentioned in the table below shall be deemed to be the essence of the contract and the bidder

shall arrange supplies and provide the required services within the specified period.

- b) It should be noted that any delay in the project timelines shall attract Liquidated Damages (LD) to the bidder as per the details mentioned in subsequent sections of this bidding document.
- c) "T0" is the event marking the Department issuing the work order to the selected bidder and "T1" is the event marking the instructions from the department.

S.No.	Milestone/ Phase	Scope of Work	Deliverables	Timelines (T0=Date of WO)
1.	Pre- Implementation phase	Fresh Collection Feasibility Dates	Submission of strip wise fresh collection feasibility Dates and Plan	T1=T0+10 days
2.	Implementation phase	Delivery of Satellite Data to NRSC for security vetting	Delivery challans to NRSC for security vetting	T2= 90 days after fresh tasking instructions
		Delivery of Satellite Data to department from NRSC	Delivery Challans from NRSC after security vetting	T3=T2+30 days
		Acceptance of Data	Checking and acceptance of data by department after NRSC vetting	T4=T3+30 days
		Replacement of Data (Delivery to NRSC and NRSC to department)	Delivery challans of the replaced data from NRSC after security vetting	T5=T4+45 days (after replacement instructions)
3.	Support Services phase	Post delivery support for data quality as per the specifications	Post delivery support services report/SLA report	24 months from date of acceptance of data

Note:

- Selected bidder will supply Satellite data as per the technical specification mentioned in the bid document along with the compliance sheet of the bidder and OEM.
- Bidder will submit an Imagery Metadata Report describing area of interest, swath, time period, histogram, no. of scenes, RPB/RPC, off-nadir angel etc.
- The department will verify each image scenes with the tender specification and satellite meta data.
- In the first phase from October-November, 2022, Satellite data of at least one tehsil of each district is to be freshly tasked. The area of the interest may be changed as per the feasibility, monumentation readiness, season etc. The AoI to be tasked will be communicated accordingly. The second window will be from April-June, 23.
- A sample area of minimum 25 sq.km. is to be submitted for assessing the quality of the product as per the area of interest for technical evaluation. The AoI will be intimated to the bidders. In case of multiple bidders of same OEM, only one sample data is to be submitted by the OEM
- As mentioned in the FSDP Certificate issued by NRSC, the Satellite Data need to be supplied to NRSC for security vetting.
- The rate quoted by the bidder shall remain valid for purchase by the department for a period of two years and may be extended as per RTPP Act on mutual acceptance on same terms and conditions subject to price fall clause.

5. INSTRUCTION TO BIDDERS(ITB)

1) Sale of Bidding/Tender Documents

- a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and departmental website. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
- b) Bidding documents purchased by Principal of any concern may be used by its authorized sole selling agents/ marketing agents/ distributors/ sub-distributors and authorized dealers or vice versa.

2) Pre-bid Meeting/Clarifications

- a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- b) A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
- c) The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under:-
 - a. Last date of submitting clarifications requests by the bidder: as per NIB
 - b. Response to clarifications by procuring entity: as per NIB
- b) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

3) Changes in the Bidding Document

- a) At anytime, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

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

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

4) Period of Validity of Bids

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period may be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

5) Format and Signing of Bids

- a) All the documents uploaded should be sealed and signed by the authorized signatory.
- b) A Single stage-Two part/ cover system shall be followed for the Bid:-
- Technical Bid, including fee details, eligibility & technical documents
 - Financial Bid
- c) The technical bid shall consist of the following documents:-
- Technical Bid, including fee details, eligibility & technical documents
 - Financial Bid
- d) The Technical bid shall include the following documents:-

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee(Tender Fee), RISL Processing Fee (e-Procurement), Bid Security	Instrument/ Proof of submission (PDF)
Eligibility Documents		
2.	Bidder's Authorization Certificate	As per Annexure-5 (PDF)
3.	All the documents mentioned in the "Eligibility Criteria", in support of the Eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF)
Technical Documents		
4.	Self Declaration	As per Annexure-6 (PDF)
5.	Certificate of Conformity/ No Deviation	As per Annexure-7 (PDF)

6.	Declaration by Bidders	As per Annexure-8 (PDF)
7.	Manufacturer's Authorization Form (MAF)	As per Annexure-9 (PDF)
8.	Undertaking on Authenticity of Satellite Product	As per Annexure-10 (PDF)
9.	Components Offered	As per Annexure-11 (PDF)
10.	Financial bid cover letter & format	As per Annexure-12 (PDF)
11.	Bank guarantee format	As per Annexure-13 (PDF)
12.	Draft agreement format	As per Annexure-14 (PDF)
13.	Memorandum of appeal under the RTPP act, 2012	As per Annexure-15 (PDF)
14.	Sealed and Signed RFP document	PDF

e) Financial bid shall include the following documents:-

S. No.	Documents Type	Document Format
1.	Covering Letter – Financial Bid	On bidder's letter head duly signed by authorized signatory as per Annexure-12 (PDF)
2.	Financial Bid	As per BoQ (.XLS) format available on e-Procurement portal

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

6) Cost & Language of Bidding

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

7) Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all. Also, the bidder shall not quote for multiple brands/ product of Satellite operators but only one in the technical Bid and should also mention the details of the quoted product/make in the "Annexure-10: Components Offered". The bids will be rejected in case two or more tenders/bids are received from an Indian agent on behalf of more than one OEM for the same item/product.

8) Bid Security

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

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- d) The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format. The bid security must remain valid thirty days beyond the original or extended validity period of the bid. If submitted through eGRAS, the challan soft copy must be submitted along with the bid.
- e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be credit worthy.
- h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security
- i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely:-
 - a. when the bidder withdraws or modifies its bid after opening of bids;
 - b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document
- j) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- k) No interest shall be payable on the bid security.
- l) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security
- m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-

- a. the expiry of validity of bid security;
- b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
- c. the cancellation of the procurement process; or
- d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted

9) Deadline for the submission of Bids

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

10) Withdrawal, Substitution, and Modification of Bids

- a) If permitted, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover).
- b) Bids withdrawn shall not be opened and processed further.

11) Opening of Bids

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorized representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) All the documents comprising of technical Bid/cover shall be opened (only for the bidders who have submitted the prescribed fee(s) to the department).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the:-
 - a. bid is accompanied by bidding document fee, bid security or bid securing declaration;
 - b. bid is valid for the period, specified in the bidding document;

- c. bid is unconditional and the bidder has agreed to give the required performance security; and
- d. other conditions, as specified in the bidding document are fulfilled.
- e. any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

12) Selection Method

Most responsive bid will be shortlisted on the basis of Quality & Cost Based Selection (QCBS) method. Technical and Financial weightage will be 30 % and & 70% respectively to compute a Composite Bid Score. However, parallel rate contracts may be concluded with more than one bidder in the order of their standing in final evaluation, by giving them counter offer of prices of the most advantageous bidder. Hence, multiple agencies can be awarded the work order for the districts.

13) Clarification of Bids

- a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid.
- b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
- e) All communications generated under this rule shall be included in the record of the procurement proceedings.

14) Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

- a) A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where:-
 - i. "deviation" is a departure from the requirements specified in the bidding document;
 - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- b) A material deviation, reservation, or omission is one that,
 - i. if accepted, shall:-
 - 1. affect in any substantial way the scope, quality, or performance of the

- subject matter of procurement specified in the bidding documents; or
2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
 - ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- c) The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
 - d) The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

b) Non-material Non-conformities in Bids

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

c) Technical Evaluation Criteria

The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the documentary evidence submitted for provisions of pre-qualification/eligibility criteria and the qualification criteria. The bidders must score at least 60 marks out of 100 in the technical scores in order to be considered for technical qualification. The Technical Bid will be examined by the evaluation committee based on responsiveness to the scope of work, applying the broad evaluation criteria and points system specified below.

S. No.	Specific Requirements	Maximum Marks	Documents Required
1	Existence of Legal Entity of the Bidder: The bidder should be registered as a Proprietorship firm either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/Union or Company registered under Indian Companies Act, 1956 or a partnership firm registered under Indian Partnership Act, 1932 or a Limited Liability Partnership registered under Indian Limited Liability Partnership Act, 2008 for the last 3 years. Existence for 3 years or more = 10 marks	10	- Copy of Registration - Copy of Certificates of incorporation
2	Authorization from OEM: The bidder should be an authorized Indian distributor/representative of the Original Equipment Manufacturer (OEM)/Principal Satellite Data provider. OEM authorization of the bidder– 10 marks.	10	OEM Authorization Certificate

3	Turnover: Average Annual Turnover of the bidder during last three financial years from 2018-19, 2019-20 and 2020-21 should be at least 10.0 crores. Minimum 10 Crores – 10 marks ≥ 10 crore and < 15 crore – 15 marks ≥ 15 crore – 20 marks	20	CA Certificate with CA's Registration Number/ Signature and Seal with UDIN no.
4.	Past experience: The bidder or its OEM must have successfully completed projects of supplying Fresh Stereo High Resolution Satellite Imagery (better than 2.5 m) to any NRSC/State Govt. / PSU in India covering a minimum geographical area of 50000 sq. km. during the last five years. Minimum 50,000 sq. km – 10 marks > 50,000 sq. km and up to 100,000 sq. km – 15 marks > 100,000 sq. km – 20 marks	20	Work order copy from the client
5.	Relevant Number of Satellites: The bidder or its OEM should have the relevant number of High resolution Satellites for 40 cm or better fresh Stereo Satellite Imagery as per specification. Minimum 2 Satellites = 5 > 2 Satellites = 15	15	Self declaration from OEM, on OEM letter head duly verified & signed by OEM
6	Sample Data Technical Specifications Compliance: 100% compliance of Sample Data as per the technical specifications of RFP – 10 marks Non-compliance – if sample data does not meet the technical specifications, the bid will be rejected	10	Self declaration from OEM on OEM letter head duly verified & signed by OEM
7.	Daily data tasking capability of the OEM constellation of Satellites: >1,00,000 sq.km. and up to 10,00,000 sq.km. = 5 >10,00,000 sq. km. = 10	10	Self declaration from OEM, on OEM Letter head duly verified & signed by OEM
8.	ISO Certifications: The bidder should have the ISO certifications before the publication of the bid: ISO 9001: 2015 – 05 marks	05	Copy of the certificate(s) issued by the Institution signed and stamped by the authorized signatory of the bidder.
	Total Marks	100	
Cut Off Marks to be eligible for financial bid opening : 60 marks			

d) Technical Evaluation:

- Technical Bids shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document and the point system specified above.
- The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- The bidders must score at least 60 marks out of 100 in the technical scores in order to be considered for technical qualification. The financial bids of only

those Bidders, who have scored at least 60 marks in the technical score will be opened. The bidders whose sample data is rejected, financial bids of those bidders will not be opened.

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

15) Evaluation & Tabulation of Financial Bids

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

- a) To evaluate a Financial Bid, the Procuring Entity shall only use all the criteria and methodologies defined in Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.
- b) The Financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
- c) the process of opening of the financial Bids shall be similar to that of technical Bids.
- d) The names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- e) conditional Bids are liable to be rejected;
- f) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- g) The offers shall be evaluated as per the financial evaluation criteria and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order.
- h) The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of technical and financial Bids and recommend the most advantageous Bid.

16) Evaluation of Technical and Financial Bid (Final Score Calculation)

16.1 Short listing of bidders

Most responsive bid will be short listed on the basis of QCBS evaluation criteria. For this purpose, Technical and Financial weightage shall be 30% and 70% respectively to compute a Composite Bid Score.

16.2 For the purpose of QCBS evaluation

(i) The bidders with the respective technical scores will be awarded marks proportionately based on 30% technical evaluation criteria. Technical Scores for bidders will be evaluated using the following formula:

(ii) Technical Score of a Bidder (T_n) = (Technical Score of the Bidder X 30%) (Adjusted up to two decimal places)

(iii) The bidder with the lowest financial quote will be awarded 70 marks and the other bidders will be awarded proportionately less marks. Financial score for other than L1 bidders will be evaluated using the following formula:

(iv) Financial Score of a Bidder (F_n) = {(Financial Bid of L1/Financial Bid of the Bidder) X 70} (Adjusted up to two decimal places)

16.3 Combined Technical and Financial Evaluation

(i) Technical and financial scores secured by each Bidder will be added to compute a Composite Bid Score.

(ii) The Bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:-

- $B_n = T_n + F_n$

Where

- B_n = overall score of Bidder
- T_n = Technical score of the Bidder
- F_n = Financial score of the Bidder

(iii) In the event, the bid composite bid scores are 'tied', the Bidder securing the highest financial score i.e. lowest price bid will be adjudicated as the Best Value Bidder for award of the Project.

(iv) Lowest evaluated technically qualified bidder will be awarded the contract. However, parallel rate contracts may be concluded with more than one bidder in the order of their standing in final evaluation, by giving them counter offer of prices of the lowest bidder. Hence, multiple agencies can be awarded the work order for the districts. The L-1 bidder shall be awarded minimum 50 % of the area, the L-2 and L-3 bidders may be awarded 25 % each on L-1 rates.

Criteria	(Weightage %)	Method of allotting marks for Combined Score
Technical (Tn)	30	The bidders with the respective technical scores will be awarded marks proportionately based on 30% technical evaluation criteria. For example, if, the technical score of one bidder is 80, the bidder having this will get $80 \times 30\% = 24$ marks. Bidder having technical score of 70 will get $70 \times 30\% = 21$ marks and likewise.
Financial (Fn)	70	The bidder with the lowest quote will be awarded 70 Marks and the other bidders will be awarded proportionately less marks. For example, if the lowest quote is Rs. 100/-, the bidder quoting this price will get 70 marks. A bidder quoting Rs.140/- will get $(100/140) \times 70 = 50$ marks.

17) Correction of Arithmetic Errors in Financial Bids

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

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of sub totals, the sub totals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause(a)and(b) above.

18) Price / purchase preference in evaluation

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

19) Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted.
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter or e-mail. A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

20) Exclusion of Bids/Disqualification

- a) A procuring entity shall exclude/ disqualify a Bid, if:-
 - a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - c. the bidder is not qualified as per pre-qualification/eligibility criteria mentioned in the bidding document;
 - d. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - e. the bidder, submitting the Bid, his agent or any one acting on his behalf,

gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;

- f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be:-
 - a. communicated to the concerned bidder in writing;
 - b. published on the State Public Procurement Portal, if applicable.

21) Lack of competition

- a. A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that:-
 - i. the Bid is technically qualified;
 - ii. the price quoted by the bidder is assessed to be reasonable;
 - iii. the Bid is unconditional and complete in all respects.
 - iv. there are no obvious indicators of cartelization amongst bidders; and
 - v. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- b. The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.
- c. In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
- d. If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate

22) Acceptance of the successful Bid and award of contract

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

of successful Bid is reasonable and consistent with the required quality.

- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- i) The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

23) Information and publication of award

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

24) Procuring entity's right to accept or reject any or all Bids

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

25) Right to vary quantity

- a. At the time of award of contract, the quantity of product originally specified in the bidding documents may be increased, but such increase shall not exceed 20% of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- b. If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- c. Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract (if the original order was given after

inviting open competitive Bids). Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -

- i. 50% of the quantity of the individual items and 50% of the value of original contract in case of works ;and
- ii. 50% of the value of goods or services of the original contract.

26)Performance Security

- a. Prior to execution of agreement, Performance security shall be solicited from successful bidder(s) except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b. The amount of performance security shall be 5% of the amount of supply/work order in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.
- c. Performance security shall be furnished in any one of the following forms:-
 - i. Through e-GRAS, Bank Draft or Banker's Cheque of a scheduled bank;
 - ii. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 - iii. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
 - iv. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d. Performance security furnished in the form specified in clause [a.] to [d.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e. Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
 - i. When any terms and condition of the contract is breached.
 - ii. When the bidder fails to make complete supply satisfactorily.
 - iii. if the bidder breaches any provision of code of integrity, prescribed

for bidders, specified in the bidding document.

- f. Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- g. No interest shall be payable on the PSD.

27) Execution of agreement for Rate Contract

- a. A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- b. The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c. If the bidder, who has been selected for Rate Contract, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the rate contract with the bidder and may debar the bidder to participate in any future bid.
- d. The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchased from anywhere in Rajasthan only.

28) Confidentiality

- a) Not with standing anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to:-
 - a. impede enforcement of any law;
 - b. affect the security or strategic interests of India;
 - c. affect the intellectual property rights or legitimate commercial interests of bidders;
 - d. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person authorized to have access to such information.
- c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

29) Cancellation of procurement process

- a. If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b. A procuring entity may, for reasons to be recorded in writing, cancel the

process of procurement initiated by it-

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

30)Code of Integrity for Bidders

- a. No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b. The code of integrity include provisions for:-
 - i. Prohibiting
 1. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 2. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 3. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 4. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
 5. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 6. 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;
 7. any obstruction of any investigation or audit of a procurement process;
 - ii. disclosure of conflict of interest;
 - iii. disclosure by the bidder of any previous transgressions with any entity in

India or any other country during the last three years or of any debarment by any other procuring entity.

- c. Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including:-
- i. exclusion of the bidder from the procurement process;
 - ii. calling-off pre-contract negotiations and forfeiture or encashment of bid security;
 - iii. forfeiture or encashment of any other security or bond relating to the procurement;
 - iv. recovery of payments made by the procuring entity along with interest thereon at bank rate;
 - v. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - vi. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

31)Interference with Procurement Process

A bidder, who: -

- a. withdraws from the procurement process after opening of financial bids;
- b. withdraws from the procurement process after being declared the successful bidder;
- c. fails to enter into procurement contract after being declared the successful bidder;
- d. fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

32)Appeals

- a. Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued there under, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
 - i. Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings;
 - ii. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b. The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within 30 days from the date of filing of the appeal.
- c. If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder

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

- d. The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within 30 days from the date of filing of the appeal:
- e. The officer or authority to which an appeal may be filed under (a) or (d) above shall be: First Appellate Authority: Principal Secretary, Revenue or as determined by GoR

Second Appellate Authority: Finance Department, GoR

- f. Form of Appeal:
 - i. Every appeal under (a) and (c) above shall be as per Annexure-16 along with as many copies as there are respondents in the appeal.
 - ii. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment off.
 - iii. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.
- g. Fee for Appeal: Fee for filing appeal:
 - i. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 - ii. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h. Procedure for disposal of appeal:
 - i. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - ii. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - 1. hear all the parties to appeal present before him; and
 - 2. peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - iii. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - iv. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- i. No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

33) Stay of procurement proceedings

While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.

34) Vexatious Appeals & Complaints

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the "The Rajasthan Transparency Public Procurement Act 2012", with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

35) Offenses by Firms/ Companies

- a. Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

- b. Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c. For the purpose of this section-
 - i. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and
 - ii. "director" in relation to a limited liability partnership or firm, means a partner in the firm.

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

36) Debarment from Bidding

- a. A bidder shall be debarred by the State Government if he has been convicted of an offence
 - i. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - ii. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or

any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

- b. A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c. If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.
- d. Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e. The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

37) Monitoring of Contract

- a. An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b. During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.
- c. If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.
- d. Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm etc. from any liability under the contract.
- e. No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of the m and will be sufficient discharge for any of the purpose of the contract.
- f. The selected bidder shall not assign nor sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

Definitions

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

- a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments there to.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfillment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) "Goods" means all of the commodities, raw material, machinery and equipment, and /or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- h) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
- i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
- j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted as signs, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- k) "Supplier/ Successful or Selected bidder" means only the Indian entities registered with NRSC e-portal.
- l) "The Site," where applicable, means the designated project place(s) named in the bidding document

Note: The bidder shall be deemed to have carefully examined the conditions, specifications etc., of the products to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

1) Contract Documents

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

complementary, and mutually explanatory.

2) Interpretation

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

3) Language

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

4) Eligible Goods and Related Services

- a) For purposes of this Clause, the term "goods" includes supply of Satellite product from the bidder/OEM/Satellite operator and "related services" includes services such as post-delivery support services including replacement.
- b) All products quoted by the successful/ selected bidder must be associated with specific product/make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier. Also, the bidder is to quote/ propose only one product/make/ model against the respective item.
- c) The OEM/ Vendor of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years.
- d) Bidder must quote products in accordance with above clause "Eligible goods and related services".

5) Service of Notice, Documents & Orders

- a) A notice, document or order shall be deemed to be observed on any individual by-

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

6) Scope of Supply

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- c) The bidder shall not quote and supply any product that is likely to be declared as End of Sale in next 3 months and End of Service/ Support for a period of 2 Years from the last date of bid submission. OEMs are required to mention this in the MAF for the quoted product. If any of the product is found to be declared as End of Sale/Service/Support, then the bidder shall replace all such product with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

7) Delivery

- a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
- b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- c) The Supplier/Selected Bidder shall arrange to supply the ordered materials/ system as per specifications within the specified delivery/ completion period at the premises of the department.

8) Supplier's/ Selected Bidder's Responsibilities

- 1. Selected Bidder / Satellite Imagery Provider should supply high resolution satellite imagery as per the Technical Specification sheet mentioned in the bid document.
- 2. Selected bidder has to confirm to the correctness with respect to coverage and file format and it is not so, then it must be replaced within forty five days. The selected bidder will be solely liable for any legality and any such deviation will lead to disqualification of the contract.
- 3. In case of defects/ discrepancies found in the Satellite Data during data analysis, the same has to be removed and / or replaced at the supplier's cost.
- 4. As mentioned in the FSDP Certificate issued by NRSC, the Satellite Data need to be supplied to NRSC for security vetting.

9) Purchaser's Responsibilities

- a) The Land Settlement Department will provide Area of Interest boundary to the selected Bidder / Satellite Imagery Provider for supply of High-Resolution Satellite Imagery.
- b) The department will also provide the FTP Server Path in case bidder likes to supply the satellite data through FTP server.
- c) Whenever the supply of goods and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/Selected Bidder in complying with such requirements in a timely and expeditious manner.
- d) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.
- e) The purchaser reserves the rights to increase or decrease the area requirements during the contract period of this assignment.

10) Rate Contract Price

- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- b) Prices charged by the Supplier/ Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

11) Recoveries from Supplier/ Selected Bidder

- a) Recoveries of liquidated damages, short supply, rejected products shall ordinary be made from bills.
- b) Amount may also be withheld to the extent of short supply, incorrect data, and rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department.
- c) In case, recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

12) Taxes & Duties

- a) The taxes if applicable shall be deducted at source from the payment to the Supplier/ Selected Bidder as per the law in force at the time of execution of contract.
- b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- d) Revision of taxes, if any and as applicable, shall be handled as per Clause "Change in Laws & Regulations" of this chapter.
- e) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

13) Copyright

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

14) Confidential Information

- a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Sub contractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/Selected Bidder.
- c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- d) The obligation of a party under sub-clauses above, however, shall not apply to information that:-
 - i. the Purchaser or Supplier/ Selected Bidder need to share with other institutions participating in the Contract;
 - ii. now or here after enters the public domain through no fault of that party;
 - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - iv. otherwise, lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties here to prior to the date of the Contract in respect of the supply or any party thereof.
- f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

15) Specifications and Standards

- a) All products supplied shall strictly conform to the specifications/certifications/standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the product supplied, conform to the specifications shall be final and binding on the supplier/ selected bidder.
- b) Technical Specifications and Drawings
 - i. The Supplier/ Selected Bidder shall ensure that the goods and related services

comply with the technical specifications and other provisions of the Contract.

- ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any data, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by Purchaser and shall be treated in accordance with the general conditions of the contract.

16) Packing and Documents

- a) The Supplier/ Selected Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.

17) Insurance

- a) The goods will be delivered at the destination in perfect condition. The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.
- b) The goods will be delivered at the FOR destination in perfect condition.

18) Transportation

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

19) Inspection

- a) Supplies when received will be subject to inspection and verification to ensure whether they conform to the specifications. The product will be accepted only when the articles conform to the standard of prescribed specifications as a result of verification.
- b) The department will verify each image scene with the tender specification and satellite meta data.

20) Samples

- a) The successful bidder has to submit a sample area of minimum 25 sq.km. for assessing the quality of the product before the final confirmation of order. This sample should be same as approved in the technical evaluation.
- b) The sample shall be marked suitably the name of the bidder and serial number of the item, of which it is a sample in the schedule.
- c) Supplies when received will be subject to inspection to ensure whether they conform to the specifications or with the approved samples.
- d) Confirmation of work order will be done only when the sample data conform to the standard of prescribed specifications

21) Testing Charges

Testing charges shall be borne by the Government. In case of test results showing that supplies are not upto the prescribed standards or specifications, the testing charges shall be payable by the selected bidder.

22) Rejection

- a) Product not approved during inspection or verification shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.
- b) In case of data not being accepted, the bid of the bidder will be rejected..

23) Payments

- a) Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on submission of bill in proper form by the bidder to the Purchase Officer in accordance with G.F.& A.R. All remittance charges will be borne by the bidder.
- b) In case of disputed items, 10% to 25% of the amount shall be withheld and will be paid on settlement of the dispute.
- c) Payment shall be made only when verification of product has been carried out, conforming to the prescribed specification.

24) Liquidated Damages (LD)

- a) In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of stores/ items which the bidder has failed to supply/ install/complete:-

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

- b) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it

is less than half a day.

- c) The maximum amount of liquidated damages shall be 10% of the contract value.
- d) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- e) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

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

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

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

26) Authenticity of Satellite Product/Data

- a. The selected bidder shall certify(as per Annexure-10) that the supplied data are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from any defects.
- b. If during the contract period, the said goods be discovered counterfeit/unauthentic or not to conform to the description and quality aforesaid, the decision of the Purchase Officer will be final and conclusive, notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
- c. Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of this clause of the contract.

27) Warranty

- a. At the time of delivery, the bidders shall submit a certificate/ undertaking from all the respective OEMs mentioning the fact that the products/goods have also been preliminary inspected at its end and the data is covered under

post-delivery support/warranty for the prescribed period of two years.

- b. The purchaser shall give a written notice to the selected bidder stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the selected bidder to inspect such defects. Upon receipt of such notice, the selected bidder shall expeditiously replace the defective products thereof with the authentic ones having similar or higher specifications from the respective OEM, at no additional costs to the purchaser.
- c. If having been notified, the selected bidder fails to replace within the period specified, the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document.
- d. During the post-delivery/warranty period, the bidder shall also be responsible to ensure timely availability of data needed for replacing the supplied products.

28) Patent Indemnity

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

29) Limitation of Liability

Except in cases of gross negligence or willful misconduct: -

- a. neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and
- b. the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

30) Change in Laws & Regulations

- a. Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ India, where the site is located (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 Supplier 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.

31) Force Majeure

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

32) Change Orders and Contract Amendments

- a. The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract.

33) Termination

a. Termination for Default

- i. The procuring entity may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part:-
 - a. If the supplier/ selected bidder fails to deliver any or all quantities of the goods/ service within the time period specified in the contract, or any extension thereof granted by department; or
 - b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - c. If the supplier/ selected bidder, in the judgment of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - d. If the supplier/selected bidder commits breach of any condition of the contract.
- ii. If department terminates the contract in whole or in part, amount of PSD may be forfeited.
- iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

b. Termination for Insolvency

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

c. Termination for Convenience

- i. Purchaser, by a written notice of at least 30 days sent to the supplier/ selected bidder may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 1. To have any portion completed and delivered at the Contract terms and prices; and/or
 2. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT**1) Payment Terms and Schedule**

Payment schedule - Payments to the bidder, after successful completion of the specified project deliverables & related services as per SoW, would be made as under: -

S.No	Milestone	Time lines	Deliverables	Payable Amount
1.	Successful Delivery of Satellite Data	90 days from the fresh tasking instructions	Delivery of satellite data as per the Scope of work	60% of the contract value on supply of the Satellite data at Land Settlement office
2.	Acceptance of Satellite Data	45 days from the date of delivery and replacement of data	Quality check report as per the data Acceptance and Replacement reports	35% contract value upon submission of acceptance/replacement report
3.		12 months or less from the Survey Resurvey vendor	Successful processing reports by Survey resurvey vendor or 12 months which ever is less	5% of contract value upon submission of processing report by Survey Resurvey vendor
4.	Post Delivery Support Services	24 months	SLA Compliance Report/ Satisfactory report from nodal officer	Return of Performance Security after necessary deductions, if any

- a) Any liquidated damages/ penalties, as applicable, for delay and non-performance, damaged product as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- b) Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.
- c) Payment process will be initiated after the vetting of Satellite data is received from NRSC.
- d) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- e) Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder, subject to successful execution of work to the satisfaction of the purchaser.
- f) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contracts shall be Indian Rupees (INR) only.
- g) All remittance charges will be borne by the supplier/ selected bidder.
- h) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.

2. Additional Conditions of the Rate Contract

- a) The area mentioned in the Bid is indicative/ approx. and shall only be used for the purpose of financial bid evaluation which can be increased & decreased by the procuring entity and the payments shall be made as per actual data supplied on per sq.km. rate contract basis. No minimum quantity is guaranteed in rate contract.
- b) As per the project requirements, from time to time, the Purchaser shall issue work order to the successful bidder(s) for delivery of Satellite Data, however the rate contract does not guarantee the bidder to receive any minimum / committed number of work order (/s) from the department. The department shall have the rights to purchase the data products in whole lot or part, as the case may be.
- c) The work order shall specify the area of interest of Satellite Data to be supplied and delivery schedule.
- d) Validity of Contract:- The rate contract shall be valid up to two years from the date of execution of the agreement. The period can be extended with mutual agreement up to one more year.
- e) Price Validity:- The quoted price will remain valid and unchanged during the entire contract period.
- f) The prices under a rate contract shall be subject to price fall clause as per rule 29 (2) (h) of RTTP Rule, 2013
- g) The supply or work order shall be placed at the contracted price for supply or execution of the required quantity of the subject matter of procurement mentioning the delivery schedule as and when needed.
- h) Rate contracts may be entered with more than one bidder as parallel rate contracts in the order of their standing in final evaluation, by giving them counter offer of prices of the most advantageous bidder, in order to secure prompt delivery of goods or services or execution of works, if the quantity of the subject matter of procurement required is beyond the capacity of the lowest bidder or the subject matter of procurement is of critical or vital nature.
- i) The terms and conditions of the rate contract including provision for liquidated damages shall be similar to those prescribed for procurement by open competitive bidding.
- j) After receiving the work order, the bidder shall be responsible to deposit the requisite Performance Security Deposit (PSD) within the prescribed time period as specified in each work order.
- k) Original printed literature/catalogue of items offered if any should be appended with the tender.

3) Service Level Standards/ Requirements/Agreement

Mean Time to Resolve (MTTR) a reported complaint	Penalty to be deducted from payable amount
Within sixty days of lodging the complaint	NIL
>sixty days of lodging the complaint	0.5% of the value of the data for every 24 hours past after expiry of 60 days of lodging the complaint
Note: Maximum applicable penalty/ damages shall not exceed 1% of the total order value in a year. In the event of any two such consecutive years where the maximum penalty is imposed on the bidder, the event shall be treated as breach of contract by the Department.	

ANNEXURE-1: BILL OF MATERIAL (BoM)**A. Bill of Material – Item Wise**

S No.	Item Description	Unit	Total Area in sq.km.	Product Name	MAF Required from OEM/Satellite Operator (Y/N)
1.	40cm GSD or Better, Fresh stereo multispectral PAN sharpened satellite imagery (As per the specifications at Annexure 2.)	Per sq.km.	210215.53		Y

Note: The requirement is tentative and the actual requirement may vary and no liability whatsoever shall attach to the purchaser on account of such variation. The specification and support services shall be as per the bid document. The bidder is to quote/ propose only one product.

ANNEXURE-2: TECHNICAL SPECIFICATIONS

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

S.No.	Parameter	Description	OEM Compliance Yes/No	Bidder Compliance Yes/No
1.	Name of Shape file	As per the Annexure 3 of the bid document		
2.	Size of the shape file in Sq.Kms (in case of multiple shape files, please mention the size separately for each shape file)	Approx.210215.53 sq.km. (As per the Annexure-3.)		
3.	Product Type	Fresh Tasking 40 cm or better PAN sharpened (Fresh Collection of same season) Ortho Ready MSS Stereo kit		
4.	Resolution	40cm GSD or Better, Fresh stereo multispectral PAN sharpened satellite imagery. The imagery can be collected using 40 cm class Satellite Sensor i.e. with better than 50 cm GSD (fresh Stereo PAN sharpened, MSS satellite data). The GSD mentioned is of PAN data		
5.	Bands	4 Band (R, G, B, NIR)		
6.	Fresh Tasking / Archive data	Fresh Tasking		
7.	Period of interest for data supply	Fresh collection with required quality parameters with in period October, 22 to June, 23 (excluding monsoon season) as per the feasibility.		
8.	Cloud% acceptable	≤ 10%		
9.	Off Nadir Angle (ONA) acceptable	One leg 0-25 deg: second leg: system computed (0-35deg)		
10.	Delivery Media	Hard Disk		
11.	Datum / Projection	UTM, WGS-84		
12.	Resampling Option	MTF Kernel / Enhanced Kernel or any Industry Standard Technique		
13.	Format	Geotiff		
14.	Image Bits/Pixel	16 bit		
15.	Tiling	16 x 16		
16.	Data continuity	No gap between the images		
17.	Band Stripping Error	Nil		
18.	License	Base License upto 5 Users		
19.	Segment	Government/Commercial		
20.	End application	Creation of GIS based Village Cadastral Parcel Map - DILRMP Project, Government		
21.	Any other additional/Specific requirements	Minimum Cloud coverage. The data should be provided as per the Delivery timelines fixed.		

Note: (The exact AoI and the collection windows will be provided later based upon monumentation readiness and season. The AoI will also depend upon the tasking feasibility dates). All the supplied products should be vetted by NRSC.

Annexure 3 : List of districts with geographical area :-

S.NO	NAME OF DISTRICTS	AREA(Sq.KM)
1.	Ajmer	6147.53
2.	Nagaur	17805
3.	Dhaulpur	3040
4.	Bharatpur	5080
5.	Karauli	4985
6.	Sawai Madhopur	5052
7.	Bikaner	30279
8.	Dausa	3418
9.	Alwar	8383
10.	Jhunjhunu	5911
11.	Sikar	7727
12.	Sirohi	5139
13.	Jalore	10647
14.	Pali	12379
15.	Jaisalmer	38564
16.	Kota	5122
17.	Bundi	5776
18.	Baran	6995
19.	Chittaurgarh	7823
20.	Udaipur	11773
21.	Dungarpur	3769
22.	Pratapgarh	4401
	Total	210215.53

(The exact Aol and the collection windows will be provided later based upon monumentation readiness and season. The Aol will also depend upon the tasking feasibility dates.)

ANNEXURE-4: PRE-BID QUERIES FORMAT {to be filled by the bidder}

Name of the Company/Firm: _____

Bidding Document Fee Receipt No. _____ Dated _____ for Rs. _____

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

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

Company/Firm Contacts:

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

Query / Clarification Sought:

S.No.	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification

Note: Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .ODF). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity. Also, kindly attach the coloured scanned copy of the receipt towards the submission of the bidding/ tender document fee.

ANNEXURE-5: BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}

To,

{Procuring entity},

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

Thanking you,

Name of the Bidder:-

Verified Signature:

Authorized Signatory: -

Seal of the Organization: - Date:

Place:

ANNEXURE-6: SELF-DECLARATION {to be filled by the bidder}

To,

{Procuring entity},

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

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.

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

Thanking you,

Name of the Bidder: - Authorized Signatory:

Seal of the Organization:-

Date _____

Place: _____

ANNEXURE-7: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by the bidder}

To,

{Procuring Entity},

CERTIFICATE

This is to certify that, the specifications of Satellite Product which I/We have mentioned in the Technical bid, and which I/We shall supply if I/We am/are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications. Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations. I/We also certify that the price I/we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,

Name of the Bidder: - Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

ANNEXURE-8: DECLARATION BY BIDDER {to be signed by selected bidder}

I/We declare that I am/ we are /Manufacturers /Satellite Operator/ Sole distributor/
Authorized dealer in the goods for which/ We have quoted.

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

Name of the Bidder: - Authorized

Signatory: - Seal of the Organization: -

Date:

Place:

ANNEXURE-9: MANUFACTURER'S AUTHORIZATION FORM (MAF) {to be filled by the OEMs for all the items marked in Bill of Material}

(Indicative Format)

To,

{Procuring Entity},

Subject: Issue of the Manufacturer's Authorization Form (MAF)

Reference: NIB/ RFP Ref.No _____ dated _____

Bidder,

We {name and address of the OEM} who are established and reputed original product manufacturers (OEMs)/Satellite Operator having factories at {addresses of manufacturing location} do

hereby authorize {M/s _____} who is our {Distributor/ Channel Partner/ Retailer/ Others <please specify>} to bid, negotiate and conclude the contract with you against the aforementioned reference for the following Hardware /Software manufactured by us:-

OEM /Satellite Operator will mention the details of all the proposed product(s) with their make/ model.}

We undertake to provide OEM Warranty & Support for the offered Satellite Product, as mentioned in the bidding document.

We hereby confirm that the offered Satellite Product is not likely to be declared as End-of- Sale within next 3 months from the last date of bid submission.

We hereby confirm that the offered Satellite Product is not likely to be declared as End - of-Service/ Support within next 2 years from the last date of bid submission.

Yours faithfully,

For and on behalf of M/s (Name of the manufacturer)

(Authorized Signatory)

Name, Designation & Contact

No.: Address:

Seal:

ANNEXURE-10: UNDERTAKING ON AUTHENTICITY OF SATELLITE PRODUCT

{to be filled by the bidder (On Rs. 100/- Non-judicial stamp paper)}

To,

{Procuring Entity},

Reference: NIB No.: _____ Dated: _____

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

We hereby undertake that Satellite Data shall be genuine and original from respective OEMs of the products and that no refurbished/ duplicate/ second hand products are being used or shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized source for use in India.

In case, we are found not complying with above at the time of delivery already billed, we agree to take back the product already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our Bid Security/ SD/ PSD for this bid or debar/ black list us or take suitable action against us.

Authorized Signatory Name:

Designation:

Note: The signing Authority should be no lower than Company Secretary of the OEM of equipment.

ANNEXURE-11: COMPONENTS OFFERED – BOM {to be filled by the bidder}

Please fill the following BOM for all the offered components.

S.No.	Product Details (Only one make and model)	Detailed Technical Specification Reference**	OEM Details (Name, Address, E-Mail, Mobile Nos.)
1.		{Item No. xx}	

** Please provide reference number in this column. (Deviations, if any, should be appropriately mentioned & highlighted in the compliance/deviation column of the respective table as provided above in the Annexure-2: Technical Specifications)

ANNEXURE-12: FINANCIAL BID COVER LETTER & FORMAT

{to be submitted by the bidder on his Letter head}

To,
Commissioner,
Land Settlement Department,
Govt. of Rajasthan, Jaipur(Raj.)

Reference: NIB No.:

Dated:

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

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

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

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

I / We agree to abide by this bid for a period of 90 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive.

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

Date:

Authorized Signatory Name:

Designation:

Financial Bid Format

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

Tender Inviting Authority: Commissioner, Land Settlement Department								
Name of Work: RFP for Rate Contract for Procurement of High Resolution Satellite Data for Rajasthan State under Dirlmp at Land Settlement Department								
Contract No.								
Bidder Name:								
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)								
Sl. No.	Item Description	Approx. Area (Aol) in sq.km.	Units	Per Sq.Km. Rate in INR (incl. all charges and all Taxes but excl. GST)	Applicable GST %	GST amount in INR	Per Sq. Km. Rate in INR incl. GST	Total Amount in INR (incl. all charges and all Taxes)
1	2	3	4	5	6	7	8=5+7	9=3x8
1.	Per sq. km. rate of 40cm GSD or Better, Fresh stereo multispectral PAN sharpened satellite imagery for Rajasthan State	210215.53	Per sq. km.	0.00		0.00		0.00
Total amount in figures								
Total in Words:								

Note: Financial Bid evaluation will be done based on per sq. km. rate quoted by the bidder. The area is tentative.

ANNEXURE-13: BANK GUARANTEE FORMAT{ to be submitted by the bidder's bank}**BANK GUARANTEE FORMAT – BID SECURITY****BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)**

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

To,
The
Commissioner,
Land Settlement Department, Gopal Bari
Jaipur-3020021 (Raj).

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

Department or any indulgence by the Land Settlement Department to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

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

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

Signature

(Name & Designation) Bank's Seal

The above performance Guarantee is accepted by the

Commissioner, Land Settlement Department

For and on Behalf of

Commissioner, Land Settlement Department

Signature (Name & Designation)

ANNEXURE-14: DRAFT AGREEMENT FORMAT {to be mutually signed by selected bidder and procuring entity}

This Contract is made and entered into on this _____ day of _____, 2022 by and between Land Settlement Department, having its head office at Gopal Bari, Jaipur-30200, Rajasthan (here in after referred to as Purchaser/Land Settlement Department) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s _____, a company registered under _____ with its registered office at _____ (herein after referred as the “Successful Bidder/Supplier”) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas,

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

And whereas

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

And whereas

Purchaser has accepted the bid of supplier and has placed the Work Order vide Letter No. _____ dated _____, on which M/s _____ has given their acceptance vide their Letter No. _____ dated _____.

And whereas

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

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

1. The NIB Ref. No. _____ dated _____ and RFP document dated _____ issued by Land Settlement Department along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by Land Settlement Department to M/s _____ at the rates set forth in the work order no. _____ will duly supply the said articles set forth in "Annexure-1: Bill of Material" thereof and provide related services in the manner set forth in the RFP, along with its enclosures/annexures and Technical Bid along with subsequent clarifications submitted by supplier.
3. The Settlement Department do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the Settlement Department will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. _____ and completed by supplier with in the period as specified in the RFP document.
5. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/works which supplier has failed to supply/ install/ complete:-

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

Note:

- i. Fraction of a day in reckoning period of delay in supplies/maintenance services shall be eliminated if it is less than half a day.
- ii. The maximum amount of agreed liquidated damages shall be 10%.
- iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the

authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

- iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of supplier.
6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this _____ day of _____, 2022.

Signed By:	Signed By:
(_____)	
Designation:	Commissioner, Land Settlement
Company:	Department
<i>In the presence of:</i>	<i>In the presence of:</i>
(_____)	(_____)
Designation:	Designation:
Company:	Land Settlement Department,
(_____)	(_____)
Designation:	Designation:
Company:	Land Settlement Department,

ANNEXURE-15: MEMORANDUM OF APPEAL UNDER THE RTPP ACT,2012

Appeal Noof

Before the(First/ Second Appellate Authority)

1. Particulars of appellant:
 - a. Name of the appellant:<please specify>
 - b. Official address, if any: <please specify>
 - c. Residential address:<please specify>
2. Name and address of the respondent(s):
 - a. <please specify>
 - b. <please specify>
 - c. <please specify>
3. Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:<please specify>
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:<please specify>
5. Number of affidavits and documents enclosed with the appeal:<please specify>
6. Grounds of appeal (supported by an affidavit) :<please specify>
7. Prayer:<please specify>

Place

Date

Appellant's Signature

Annexure 16: Check List: The bidder has to submit the check list along with the bid document mentioning the page no. at which the relevant documents are annexed.

S. No.	Basic Requirement	Specific Requirements	Documents Required	Page No.
1.	Fees	Tender Fees of Rs. 5000.0	Copy of the DD/Bankers Cheque from a scheduled bank DD No: Bank Name: Date: eGRAS:	
		RISL Fees of Rs. 1000.0	Copy of the DD/Bankers Cheque from a scheduled bank DD No: Bank Name: Date: eGRAS:	
		Bid Security (2%)	Copy of the DD/Bankers Cheque from a scheduled bank DD No: Bank Name: Date: eGRAS:	
2.	Legal Entity	As per the bid document	Certificate of Registration, Certificate of Incorporation	
3.	Certification/ NRSC registration	The bidder should necessarily be Indian entity only and registered with NRSC e-portal	Copy of registration with NRSC e-portal	
4.	OEM Certification	The bidder should be an authorized Indian distributor/representative of the Original Equipment Manufacturer (OEM)/Principal Satellite Data Provider.	Annexure- 9 (OEM Authorization Certificate)	
5.	Financial: Turnover	Average Annual Turnover of the bidder during last three financial years from 2018-19, 2019-20 and 2020-21 should be at least 10.0 crores from supply of Satellite Data (as per the last published audited balance sheets)	CA Certificate with CA's Registration Number/ Signature and Seal with UDIN no.	
6.	Financial Net Worth	The net worth of the bidder and OEM as on 31/03/2021 should be Positive.	CA Certificate with CA's Registration Number/ Seal with UDIN no.	
7.	Tax Registration	The bidder should have a registered number of 1. GSTIN where his business is located 2. Income Tax / Pan number.	Copy of Certificate Of Registration, Copy of PAN	
8.	Experience & Technical Capability	The bidder or its OEM for whom the bidder is representing must have experience in supplying High Resolution Satellite Imagery and the bidder or its OEM must have successfully completed projects of supplying Fresh Stereo High Resolution Satellite Imagery (better than 2.5 m) to any NRSC/State Govt./PSU in India covering a minimum geographical area of 50000 sq. km. during the last five years.	1. Self declaration from OEM, on OEM Letterhead duly verified & signed by OEM 2. Work order + Work Completion Certificate from the NRSC/client (Certified by the Statutory Auditor/CA)	
9.	Bidder Authorization Certificate		As per Annexure-5(PDF)	
10.	Self Declaration (Mandatory undertaking)		As per Annexure-6 (PDF)	

S. No.	Basic Requirement	Specific Requirements	Documents Required	Page No.
11.	Certificate of Conformity/ No Deviation		As per Annexure-7 (PDF)	
12.	Declaration by Bidders		As per Annexure-8 (PDF)	
13.	Manufacturer's Authorization Form (MAF)		As per Annexure-9 (PDF)	
14.	Undertaking on Authenticity of Satellite Product		As per Annexure-10 (PDF)	
15.	Components Offered		As per Annexure-11 (PDF)	
16.	Original Scanned Bid Document	To be uploaded duly signed and stamped on each page.		
17.	Printed Literature/Catalogue uploaded on the portal	As per the specification		
18.	Daily data tasking capability	The daily data tasking capability of the OEM constellation of Satellites should be a minimum of 100000 sq. km.	Self declaration from OEM, on OEM Letterhead duly verified & signed by OEM	
19.	Sample Data	The bidder has to submit a sample data (minimum 25 sq.km.) for inspection and demonstration (as per the instructions) before the last date of submission of bid for technical evaluation.	Sample Data and OEM compliance sheet as per Annexure 2	
20.	Tasking Feasibility Dates	The bidder has to submit strip wise Tasking Feasibility Dates and plan as per the period of interest mentioned in the technical specifications. (Annexure 2 and 3)	OEM Report of Tasking Feasibility Dates	
21.	ISO Certifications	The bidder should have the ISO 9001: 2015 certifications before the date of publication of the bid	Copy of the certificate(s) issued by the Institution signed and stamped by the authorized signatory of the bidder.	
22.	Office in India	The bidder should have a registered office in India and should be in existence for the last two years	Address, email id, mobile number along with the complete details of the contact person and office.	
23.	Data Quality	The bidder has to adhere to the data quality parameters as per the technical specifications.	Undertaking as per Annexure 9 and OEM compliance sheet	

Documents required for Technical Evaluation (As per the marking system)

1.	Existence of Legal Entity of the Bidder:	The bidder should be registered as a Proprietorship firm either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/Union or Company registered under Indian Companies Act, 1956 or a partnership firm registered under Indian Partnership Act, 1932 or a Limited Liability Partnership registered under Indian Limited Liability Partnership Act, 2008 for the last 3 years. Existence for 3 years or more = 10 marks	<ul style="list-style-type: none"> - Copy of Registration - Copy of Certificates of incorporation 	
2.	Authorization from OEM:	The bidder should be an authorized Indian distributor/representative of the Original Equipment Manufacturer (OEM)/Principal	OEM Authorization Certificate	

S. No.	Basic Requirement	Specific Requirements	Documents Required	Page No.
		Satellite Data provider. OEM authorization of the bidder – 10 marks.		
3.	Turnover:	Average Annual Turnover of the bidder during last three financial years from 2018-19, 2019-20 and 2020-21 should be at least 10.0 crores from the supply of Satellite Data. Minimum 10 Crores – 10 marks ≥ 10 crore and < 15 crore – 15 marks ≥ 15 crore – 20 marks	CA Certificate with CA's Registration Number/ Signature and Seal with UDIN no.	
4.	Past experience:	The bidder or its OEM must have successfully completed projects of supplying Fresh Stereo High Resolution Satellite Imagery (better than 2.5 m) to any NRSC/State Govt. / PSU in India covering a minimum geographical area of 50000 sq. km. during the last five years. Minimum 50000 sq. km – 10 marks > 50,000 sq. km and up to 1,00,000 sq. km – 15 marks > 1,00,000 sq. km – 20 marks	Work order copy from the client	
5.	Relevant Number of Satellites	The bidder or its OEM should have the relevant number of High resolution Satellites for 40 cm or better fresh Stereo Satellite Imagery as per specification. Minimum 2 Satellites = 5 > 2 Satellites = 15	Self declaration from OEM, on OEM letter head duly verified & signed by OEM	
6.	Daily data tasking capability of the OEM constellation of Satellites:	>1,00,000 sq.km. and up to 10,00,000 sq.km. = 5 >10,00,000 sq. km. = 10	Self declaration from OEM, on OEM Letter head duly verified & signed by OEM	
7.	Sample Data Technical Specifications Compliance:	100% compliance of Sample Data as per the technical specifications of RFP – 10 marks Non-compliance – if sample data does not meet the technical specifications, the bid will be rejected		
8.	ISO Certifications:	The bidder should have the ISO certifications before the publication of the bid: ISO 9001: 2015 – 05 marks	Copy of the certificate(s) issued by the Institution signed and stamped by the authorized signatory of the bidder.	
9.	OEM details with complete address and contact number		Self declaration from OEM, on OEM Letter head duly verified & signed by OEM	