

Tender No- Survey/ DSLR **Jalna** / Licensed Surveyor Agencies/ 2026

Date:- / / 2026

**Request for Proposal (RFP) for Selection of  
Agencies for Licensed Surveyor for  
District Superintendent of Land Record Jalna**

**Table of Contents**

<b>1. Invitation to the Bidders</b>	<b>5</b>
<b>2. Schedule</b>	<b>6</b>
<b>3. Disclaimer</b>	<b>8</b>
<b>4. Definitions</b>	<b>9</b>
<b>5. Background Information</b>	<b>10</b>
<b>5.1. About Department</b>	<b>10</b>
<b>5.2. Project Objective</b>	<b>11</b>
<b>5.3. RFP Execution</b>	<b>11</b>
<b>6. Instructions to bidders</b>	<b>11</b>
<b>6.1. Advice to the Bidders</b>	<b>12</b>
<b>6.2. General Instructions</b>	<b>12</b>
<b>6.3. Tender Form and Tender Fee</b>	<b>13</b>
<b>6.4. Earnest Money Deposit (EMD)</b>	<b>13</b>
<b>6.5. Performance Bank Guarantee:</b>	<b>14</b>
<b>6.6. Bidder's Authorized Signatory</b>	<b>14</b>
<b>6.7. Submission of Bids</b>	<b>15</b>
<b>6.8. Pre-Bid Meeting (Online)</b>	<b>15</b>
<b>6.9. Duration of the Project</b>	<b>15</b>

<b>6.10. Transfer and Sub-letting</b>	16
<b>6.11. Labour Laws</b>	16
<b>6.12. Instructions regarding Deployed Personnel</b>	16
<b>6.13. Conflict of interest</b>	17
<b>6.14. Amendment of RFP Document</b>	18
<b>6.15. Right to reject any proposal</b>	18
<b>6.16. Bid Validity</b>	19
<b>6.17. Language of Bids</b>	19
<b>6.18. Department's rights to terminate the process</b>	19
<b>6.19. Tender Related Conditions</b>	20
<b>6.20. Force Majeure</b>	20
<b>6.21. Indemnity</b>	20
<b>6.22. Confidentiality</b>	21
<b>6.23. Third Party Claims</b>	21
<b>6.24. Publicity</b>	21
<b>6.25. Exit Management</b>	21
<b>6.26. Termination of contract</b>	23
<b>6.27. Applicable Law &amp; Legal Jurisdiction</b>	24
<b>6.28. Maharashtra Stamp Act 2015</b>	24
<b>6.29. Goods and Service Tax (GST)</b>	24
<b>6.30. Fraud and Corruption</b>	25
<b>6.31. Dispute Resolution Mechanism</b>	25
<b>6.32. Rejection Criteria</b>	26
<b>6.33. Failure to agree with the Terms &amp; Conditions of the Bid Document</b>	27
<b>7. Pre-Qualification (PQ) Criteria</b>	27
<b>8. Technical Evaluation Criteria</b>	31
<b>9. Evaluation Process</b>	33
<b>9.1. Notifications of Award and Signing of Contract</b>	35
<b>9.2. Post Signing of Contract</b>	37
<b>10. Scope of work</b>	37
<b>10.1. Scope of Work</b>	37
<b>10.2. Qualification and Shortlisting of Licensed Surveyor</b>	38
<b>10.2.1. Qualification</b>	38
<b>10.2.2. Shortlisting</b>	39
<b>10.3. Training</b>	39
<b>10.4. License and its Renewal:</b>	40
<b>10.5. Roles and Responsibilities of appointed Licensed Surveyor:</b>	41
<b>10.6. Workflow of Licensed Surveyor:</b>	43

<b>10.7. Cancellation of License</b>	43
<b>10.8. Detailed remuneration amount for Surveyors -</b>	44
<b>10.9. Responsibilities of Agencies</b>	44
<b>11. Deliverables</b>	47
<b>12. Timelines</b>	47
<b>13. Payment Schedule</b>	47
<b>13.1. Payment Terms</b>	47
<b>14. General Terms and Condition</b>	49
<b>14.1. General Terms and Condition</b>	49
<b>15. Service Level Agreement (SLA)</b>	49
<b>15.1. Resource Assignment SLAs</b>	49
<b>15.2. Resource Replacement SLAs</b>	49
<b>15.3. SLA on Data Breach</b>	50
<b>16. Annexures</b>	51
<b>16.1 Annexure I – Bid Covering Letter</b>	51
<b>16.2 Annexure II – Checklist for the documents to be included in the PQ</b>	53
<b>16.3 Annexure III – Format to share Bidder’s Particulars</b>	58
<b>16.4 Annexure IV – Bidders overall turnover, net-worth over last 3 FY</b>	59
<b>16.5 Annexure V – Project Experience Criteria</b>	60
<b>16.6 Annexure VI – Format for No Blacklisting</b>	63
<b>16.7 Annexure VII – Format for No Withdrawal from projects</b>	64
<b>16.8 Annexure VIII – Format for Commercial Bid Cover Letter</b>	65
<b>16.9 Annexure IX – Format for Commercial Proposal and Instructions</b>	67
<b>16.10 Annexure X – Format for Submission of Pre-Bid Queries</b>	68
<b>16.11 Annexure XI – Draft Format for Performance Bank Guarantee</b>	69
<b>16.12 Annexure XII – Power of Attorney</b>	71
<b>16.13 Annexure XIII – Format for Payroll Employees</b>	74
<b>16.14 Annexure XIV – Undertaking for Compliance with Labour Codes</b>	75
<b>16.15 Annexure XV - Draft Format for Non-Disclosure Agreement</b>	77
<b>16.16 Annexure XVI - Format for Data Security Declaration</b>	83
<b>16.17 Annexure XVII - Format for Declaration regarding Compliance with Digital Personal Data Protection Act, 2023</b>	84
<b>16.18 Annexure XVIII - Format for Declaration regarding Compliance with Maharashtra State Data Policy Act, 2024</b>	86
<b>16.19 Annexure XIX - Format for Declaration regarding Damage or Theft of Machinery</b>	88
<b>16.20 Annexure XX – Notification issued by Revenue and Forest Department dated 10th October 2025</b>	90
<b>16.21 Annexure XXI – Format for License Surveyor Certificate</b>	92

**16.22 Annexure XXII – Format for Undertaking regarding any claim, right, preference etc.  
over any job / regular employment with Department** 94

## 1. Invitation to the Bidders

To:

Prospective Bidders

The Collector Jalna invites technical and commercial offers for the advertised tender. The bidders shall follow the procedure described on e-Tendering website for completing their responses and for further final submissions. For further details about the e-Tendering procedure and its requirements, refer manual available on the e-Tendering website.

The tender document will be available on e-Tendering website and may be downloaded by the interested bidders. The bidders are required to submit the EMD online on or before the last date of bid submission through e-tendering website MahaTender (<https://mahatenders.gov.in/nicgep/app/>) without which bid shall be considered incomplete & non-responsive and hence shall not be considered for evaluation.

The Department reserves the right to accept or reject or cancel any bid or relax any part of the tender document without assigning any reason thereof. Important information about the bid is given in subsequent sections.

Sd/-

**Collector Jalna**  
**Maharashtra State**

## 2. Schedule

Sr. No.	Particulars	Details
1	Project Name	Request for Proposal (RFP) for Selection of Agencies for Licensed Surveyor for collector Jalna
2	Website to download RFP	e-TenderingSystem/websiteMahaTender- ( <a href="https://mahatenders.gov.in/nicgep/app/">https://mahatenders.gov.in/nicgep/app/</a> )
3	Tender Fee	Rs. 10,000 (Rupees Ten Thousand Only) (non-refundable) to be paid online on <a href="http://www.mahatenders.gov.in">www.mahatenders.gov.in</a>
4	Earnest Money Deposit (EMD)	Rs. 4,00,000/- (Rupees Four Lakhs only) which shall be paid online and must be valid for the period duration 120 days.
5	Performance Bank Guarantee (PBG)	10% of Contract Value to be paid within 15 days of notification of award.
6	Bid Validity Period	120 calendar days from date of publishing of tender, which may be extended if required by the collector Jalna
7	PBG Validity Period	30 months(i.e.24 months of Contract Period and 6 Months post Contract Period)
8	Bid Start Date and Time	08/05/2026 at 15:00 Hrs.
9	Last date for submission of written queries for clarifications	Date:18/05/2026 till 15:00 Hrs. Email ID for sending pre-bid queries: <a href="mailto:mis.slrjalna@gmail.com">mis.slrjalna@gmail.com</a> Subject Line: Pre bid query for Request for Proposal (RFP) for Selection of Agencies for Licensed Surveyor for Settlement Commissioner & Director Land Records (M.S.)
10	Date, Time, and Venue of pre-bid meeting	Date: 11/05/2026 Timing: 15:00 Hrs. in online mode. Link for the meeting: <a href="https://meet.google.com/jyb-avim-fti">https://meet.google.com/jyb-avim-fti</a>
11	Last date (deadline) for submission of proposals	22/05 /2026 Time 15:00 Hrs. (through e-Tendering portal)

Request for Proposal (RFP) for Selection of Agencies for Licensed Surveyor for District Superintendent of Land  
Record Jalna

Sr. No.	Particulars	Details
12	Date and Time for opening of Technical Bids	25/05/2026 at 15:00 Hrs.
13	Contact Person for queries	District Supritedent Of Land Record Jalna 2 nd floor Administrative Building of Collector Office Jalna, near Ambad chowfuly, Jalna 431 203 Email Id:- dslrjalna@yahoo.com
14	Bid Submission Type	Online through e-Tendering system- Mahatenders
15	Contract period	1 years and extendable to 1 more year

### 3. Disclaimer

The information contained in this Request for Proposal document (“RFP”, “tender”, “bid document”) whether subsequently provided to the bidders, (“Bidder/s/Vendors/Agencies”) verbally or in documentary form by The Department of Land Records (henceforth referred to as “The Department” or “Department” in this document), the Department of Land Records or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP document.

This RFP is not an agreement and is not an offer or invitation to any party. The purpose of this RFP is to provide the Bidders or any other person with information to prepare their proposal (“Bid”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Department in relation to this scope. The assumptions, assessments, statements, and information contained in the Bid documents are made in consideration for the intended objectives of the project, and may not be complete, accurate or adequate.

The information given in the RFP document is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Department accepts no responsibility for the accuracy or otherwise for any interpretation of opinion on scope of project expressed herein.

The Department, their employees and advisors make no representation or warranty and shall incur no liability to any person, including the Bidder under law, statute, rules or regulations or tort, the principles of restitution or unjust enrichment or otherwise for any loss, cost, expense, or damage which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise.

The Department also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Department may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information in this RFP.

The issue of this RFP document does not imply that the Department is bound to select a bidder or to appoint the Selected Bidder (as defined hereinafter), for execution and the Department reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, traveling, consulting expenses associated with any demonstrations or presentations which may be required by the Department, or any other costs incurred in connection with or relating to its Bid. The Department shall not be liable in any manner whatsoever for such costs regardless of the conduct or outcome of the Selection process.

#### 4. Definitions

In this RFP document and associated documentation, the following terms shall be interpreted as indicated below:

- **"Contract"** means an agreement entered by the Department with the Successful Bidder by signing a contract form in the given format by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein.
- **"Successful Bidder" or "Agencies"** means Bidder selected after scoring the highest marks in the Technical and Commercial Evaluation.
- **"EMD"** means Earnest Money Deposit
- **"e-Tendering System/website"** means the electronic tendering system listed at <https://mahatenders.gov.in/nicgep/app>
- **"Collector Jalna", Collector** means collector Jalna
- **"Non-compliance"** means failure/refusal to comply the terms and conditions of this RFP.
- **"Non-responsive"** means failure to furnish complete information in a given format and manner required as per the RFP documents or non-submission of tender offer in given Forms / Pro-forma or not following procedure mentioned in this RFP or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of EMD.
- **"Bidder"** means the vendor who would participate in this tender.
- **"Agencies" or "Supplier"** means the Successful Bidder who has assigned to perform /provide the required service as mentioned in this tender after execution of contract.
- **"Code"** means the Maharashtra Land Revenue Code, 1966 ( Mah. XLI of 1966)
- **"Section"** means a section of the Code
- **"Mojani"** means land measurement
- **"Deputy Superintendent"** means Deputy Superintendent of Land Records and includes City Survey Officer
- **"Licensed Surveyor"** means a licensed person appointed for the purpose of Land Survey and demarcation of boundaries of land parcels for the purpose of sub-division
- **"Principal Rules"** means the Maharashtra Land Revenue (Boundaries and Boundary marks), Rules 1969
- **SSP means saradar sarovar prakalpa.**
-

## 5. Background Information

### 5.1. About Department

The Department of Land Records deals with preparation and maintenance of land related documents, maps of land parcel, carryout land survey, measurement of individual properties etc., conducts inquiry to grant title of ownership. At the State level, the Land Records Department is headed by the Settlement Commissioner & Director Land Records. At the Division, District and Taluka level the land records offices are headed by Deputy Director Land Records, District Superintendent of Land Records (DSLRL) and Deputy Superintendent of Land Records respectively.

The Department of Land records have a vast expanse in the state of Maharashtra, Head office at Pune, Divisional level office at 6 divisions viz. Pune, Nashik, Mumbai, Chhatrapati Sambhaji Nagar, Nagpur, Amravati. District level offices at each district and Taluka level offices in each Taluka. Special offices for maintenance of land records in City surveyed area (City Survey Offices).

Most of the records pertaining to land are now digitized and are made available to public, financial institutions and other government departments. Necessary software has been developed with help of NIC and are being used in all land record offices.

The Settlement Commissioner & Department of Land Records (M.S.) provides various services to citizen. The services are provided to citizen at taluka level, District level, Division level and monitored by respective offices.

The Department is implementing various Central & State government schemes such as Digital India Land Records Modernization Programme (DILRMP), Ease of Doing Business (EoDB), SVAMITVA etc. Settlement Commissioner & Director of Land Record (SC & DLR), Pune, Maharashtra is the nodal office for implementing all such schemes.

The Land Records Department, State of Maharashtra has taken an Initiative of Digital India Land Records Modernization Program and other schemes such as-

- To make original maps available to the public, to facilitate the Survey process, to make Survey fast and accurate, and also to make maps and Record of Rights available online.
- To provide the facility of online application for various services to the citizens.
- To Digitize the Land surveying maps to provide geo referenced maps to citizen along with their Coordinates.
- Development of an application named e-Mojni version 2.0 to make the surveying process simpler, accurate and faster, and providing geo-referenced survey maps with coordinates to the public.
- To Survey the villages in State via Drone under the Svamitva scheme and provide Property card to citizen.

- Developing citizen GIS portal with the aim of making all services available to the public on a single platform by the land records department.
- Land Records Department, Maharashtra State started project of subdivision measurements of Land parcels under the provisions of Maharashtra Land Revenue Code (MLRC) 1966.

The main function of Department of Land Records Maharashtra is to carry out measurement and demarcation of rural, agricultural properties i.e. gat no. / survey no. and carry out city survey in urban areas. Also, measurement and demarcation of Government properties, Government Roads, measurement of land acquisition cases etc. For the purpose of the same i.e. survey and demarcation of rural and urban properties, Department aims to appoint private licensed surveyors to expedite the survey process and accelerate all types of survey and demarcation cases herein for the Department decided to engage Agencies for providing licensed surveyors.

## 5.2. Project Objective

The Office of Collector Jalna Maharashtra State seeks proposal from the interested bidders to bid for the project titled "Selection of Agencies for Licensed Surveyor for Collector Jalna".

District Superintendent of Land Record Jalna Maharashtra State, is entrusted with the core responsibilities of measuring and demarcating boundaries of agricultural and non-agricultural lands, conducting city surveys, undertaking joint measurements in land acquisition proceedings, addressing sub-division cases, and executing surveys and demarcation of rural farm roads, along with other allied functions. The Department has pending land measurement (mojani) cases across Maharashtra State and intends to complete all the pending cases at the earliest. For the said purpose, the Department aims to appoint private licensed surveyors through agencies.

Land measurement should be done as per the section 136 of MLRC 1966 and Rule 13 sub rule 3 of Maharashtra Land Revenue (Boundary and Boundary marks) Rule 1969. The Selected Agencies are expected to provide 100 numbers of Licensed Surveyors for the said objective. The primary role of the Licensed Surveyor is to complete the above-mentioned measurement and demarcation cases assigned to him/her by the Authority of the Settlement Commissioner and Director of Land Records, Maharashtra State across the Maharashtra State. The detailed Scope of Work of the Agencies and Land Surveyor is mentioned in the [clause no. 10](#) of this RFP.

## 5.3. RFP Execution

The RFP and further implementation of the project during the project period shall be done by the Successful Bidders as per the instructions from the Collector Jalna.

## Instructions to bidders

#### 5.4. Advice to the Bidders

Bidders are advised to study this RFP document carefully before participating. It shall be deemed that submission of Bid by the Bidder has been done after its careful study and examination of the RFP document with full understanding to its implications. Bid is to be submitted as per the enclosed formats only. Attach the certificates, brochures & documents asked in the RFP document in the relevant sections.

#### 5.5. General Instructions

- i. RFP document can be downloaded from the tender site <http://mahatenders.gov.in/nicgep/app>
- ii. Bidders are advised to study this RFP document and the annexures carefully before submitting their proposals in response to the RFP notice. Submission of a proposal along with all the required data and annexures in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications. This RFP document is not transferable.
- iii. The submission of the bid shall be online as per the norms. The detailed information regarding the submission can be obtained from the website: <http://mahatenders.gov.in/nicgep/app>
- iv. It is suggested that bidding agencies do not submit signed and stamped copy of the RFP along with the bid response.
- v. The response to this bid document should be full and complete in all respects. Failure to furnish all information required or submission of a proposal not substantially responsive to the requirements in any respect may result in rejection.
- vi. Additionally, proposals of only those Bidders who satisfy the Pre-Qualification criteria stated in [Section 7](#), will be considered for further technical and commercial evaluation by the Department.
- vii. Submission of the forms provided in Annexures is mandatory.
- viii. Digital Signature Certificate (DSC) is prerequisite for online submission. Department will not be responsible for any delay or technical snag faced by the Bidder/s in uploading their online tenders. The Bidders are advised to submit their tenders adequately in advance to avoid the delays due to such instances.
- ix. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the Department or all such activities related to the bid process. The Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- x. All materials submitted by the Bidder shall become the property of the Department and may be returned at its sole discretion.

- xi. All the Terms and Conditions in this RFP, and its succeeding artifacts/documents, will be binding on the Successful Bidder.
- xii. The bidder or their representatives should not contact Department's officials for issues pertaining to EMD Submission/return, DSC functioning, e-Tendering website, Uploading any documents on e-Tendering website etc. The Department should not be considered responsible for any of such issues.

#### **5.6. Tender Form and Tender Fee**

- i. The forms of Tender documents are available on the e-Tendering portal of Govt. of Maharashtra <https://mahatenders.gov.in/nicgep/app>. The aspiring Bidders will have to download Tender form, from the website mentioned above. The Bidder has to fill in online format and upload information regarding Tender online. Also, Bidder has to download the Tender application form from website, fill it and upload the scanned copy of duly filled form, along with required documents.
- ii. The blank tender forms will be available for download to Bidders from the <https://mahatenders.gov.in/nicgep/app> only after online payment of tender fee amount of Rs. 10,000 (Rupees Ten Thousand Only) and tender fee to be furnished in Indian Rupees only and tender fee is non-refundable.

#### **5.7. Earnest Money Deposit (EMD)**

- i. EMD which is Rs. 4,00,000/- (Rupees Four Lakh only) should be deposited online as per the instructions of the e-Tendering website.
- ii. EMD of all non-responsive bids shall be returned to the bidders automatically only after the Letter of Intent / Award of Contract is given to the Successful Bidder or on cancellation of tender by the department.
- iii. The EMD amount is interest free and will be refunded to the unsuccessful Bidders without any accrued interest on it.
- iv. Bidders shall ensure that the payment of the EMD is made prior to the last date of Bid Submission of the Tender Schedule to have seamless submission, keeping Bank's clearing process lead time.
- v. EMD shall be forfeited in the following cases:
  - a. If a bidder withdraws its bid during the period of bid validity.
  - b. In case of a Successful Bidder, if the bidder fails to sign the contract or to furnish the Performance Bank Guarantee.
  - c. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
  - d. During the bid process, if any information found wrong / manipulated / hidden in the bid.

- vi. The decision of department regarding forfeiture of the EMD and rejection of bid shall be final & shall not be called upon question under any circumstances.
- vii. EMD should be refunded to the successful bidder on receipt of Performance Bank Guarantee.

#### **5.8. Performance Bank Guarantee:**

- i. The Successful Bidder shall at its own expense deposit with Department an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled/Nationalized Bank for the amount of 10% of the Contract Value at the time of signing the contract. The validity of PBG should be 6 months after expiration of all the Contractual Obligations. i.e. 30 months from the date of Work Order.
- ii. The indicative conditions in which the PBG of the Successful Bidder may be forfeited are:
  - a. If it fails to start work within 3 weeks after issue of work order
  - b. Non-Compliance with the terms and conditions of RFP.
- iii. The PBG may be discharged/ returned by department upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the PBG.
- iv. In the event of the Bidder being unable to service the contract for whatever reasons, Department would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the contract in the matter, the proceeds of the PBG shall be payable to Department as compensation for any loss resulting from the Successful Bidder's failure to complete its obligations under the Contract and as mentioned in this document. The Department shall notify the Successful Bidder in writing of the exercise of its right to receive such compensation within 20 days, indicating the contractual obligation(s) for which the Successful Bidder is in default.
- v. The Department shall also be entitled to make recoveries from Successful Bidder's bills, PBG, or from any other amount due to the firm's personnel, the equivalent value of any payment made to the firm's personnel due to inadvertence, error, collusion, misconstruction, or misstatement.

#### **5.9. Bidder's Authorized Signatory**

A Proposal should be accompanied by an appropriate Board Resolution or Power of Attorney in the name of an authorized signatory of the Bidder stating that he/she is an authorized to execute documents and to undertake any activity associated with the Bidder's Proposal. A copy as per [Annexure-XII](#) of the same should be uploaded under the relevant section/folder on the e-Tender portal. Furthermore, the RFP response must be submitted online after being signed by an authorized representative of the bidding entity.

#### **5.10. Submission of Bids**

- i. RFP response documents are to be prepared & submitted online as per instructions of e-tendering and to be uploaded on website, digitally signed wherever necessary. The detailed step by step procedure for uploading the response documents, required RFP papers, which are available on the Mahatenders website. Bidders have to follow the instructions given on the mentioned website for filling up response online.
- ii. All the pages of the Proposal document must be sequentially numbered, signed by Authorized Signatory, Stamped and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.
- iii. Bidders shall submit their Commercial Proposal (Service Charge Percentage from 3.85% to 7%, As per DoE OM No.F.6/1/2023-PPD dated 6th January 2023, the minimum service charges for Manpower Outsourcing Services have been fixed as 3.85%) as per the BOQ format available in the Mahatender website. The Commercial Proposal should be mandatorily submitted on the Mahatender website. The format of BOQ is provided in the [Annexure IX](#).
- iv. Any Bid having Commercial Proposal / Bid Value mentioned in the Technical Proposal shall be rejected.
- v. The two bids system shall be followed. Technical and Commercial Bids shall be uploaded separately through the e-Tendering system.
- vi. Late submission will not be entertained and will not be permitted by the e-Tendering system.

#### **5.11. Pre-Bid Meeting (Online)**

- i. The Department will host a Pre-Bid Meeting for queries (if any) by the prospective bidders. The date, time and place of the meeting are given in [Section 2](#) "Schedule". The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarification or additional information necessary for them to submit their bid.
- ii. All enquiries from the bidders relating to this bid document must be submitted to the designated contact person via email only as mentioned in [Section 2](#). The queries should necessarily be submitted in the format as provided in [Annexure X](#).
- iii. Queries submitted post the mentioned deadline, or which do not adhere to the above-mentioned format may not be responded to. All the responses to the queries (clarifications /corrigendum) may be made available on the Mahatenders (e-Tender Portal)

#### **5.12. Duration of the Project**

The duration of the project is 2 years from the date of Work Order from the Department which may can be extended by 1 more year depending on the satisfactory performance of the Successful Bidders and as per the decision of the Department.

### **5.13. Transfer and Sub-letting**

No outsourcing of work would be allowed in the project. The contract shall be liable for termination if vendors found flouting this condition.

### **5.14. Labour Laws**

- i. The Agencies shall, and hereby agrees to, comply with all the provisions of Indian Labour Laws and industrial laws in respect of the manpower employed thereof.
- ii. Wherever necessary, the Agencies shall apply for and obtain license as provided under Section 12 of Contract Labour (Regulation and Abolition) Act, 1970 and strictly comply with all the terms and conditions that the licensing authority may impose at the time of grant of license. The SC&DLR shall not be held responsible for any breach of the license terms and conditions by the Agencies.
- iii. The Agencies shall be solely responsible for the payment of remuneration to the deployed manpower and ensure its timely payment thereof.
- iv. The Agencies shall duly maintain a register giving particulars of the deployed manpower, nature of work, rate of wages, etc.
- v. The Agencies shall also ensure compliance with the following labour legislations:
  - Minimum Wages Act \*
  - Employees Provident Fund Act \*
  - Employees State Insurance Act \*
  - Workmen's Compensation Act, if the ESI Act does not apply\*
  - Maternity benefit Act, 1961\*
  - Any other laws, as applicable, time to time\*

\*Applicable as per Maharashtra state
- vi. The Agencies shall be solely responsible to adhere to all the rules and regulations relating to labour practices and service conditions of its workmen and at no time shall it be the responsibility of SC & DLR.

### **5.15. Instructions regarding Deployed Personnel**

- i. It is expressly understood and agreed to between the Agencies and Department to this RFP that the manpower deployed by the Agencies shall be the employees of the Agencies for all intents and purposes. In any case, there shall not be a relationship of employer and employee between the Department and the said manpower.
- ii. The manpower employed by the Agencies shall have no right, whatsoever, for any appointment in the Department in temporarily /ad-hoc/daily wages/regular capacity on the basis of their work in the Department.

- iii. The said manpower/workmen are not entitled for any claim, right, preference, etc. over any job/regular employment of department. The Agencies or its workmen shall not at any point of time have any claim whatsoever against the Department. The Agencies should submit undertaking received from the respective deployed manpower in Department regarding the same along with Employment certificate by HR issued to those manpower(s). The format for the undertaking is attached in the [Annexure XXII](#).
- iv. In case any employee of the Agencies so deployed enters in dispute of any nature whatsoever, it will be sole responsibility of the Agencies to contest the same at appropriate forum(s).
- v. Any incident happens during the measurement and demarcation of land parcels at the site location, accident during leaving for office from home or leaving from home to office or visiting the measurement site or any situation and location, machine theft or injury occurring to the employees, staff, or representatives deployed by the Agencies during the contract period shall be the sole responsibility of the Agencies. The Department shall not be held liable or responsible for any such incident, accident, or injury under any circumstances.
- vi. The Agencies shall ensure adequate insurance coverage, medical facilities, and statutory compliance for its employees at its own cost.

#### 5.16. Conflict of interest

- i. The bidder should hold Department's interest paramount, strictly avoid conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/consideration for award of any future assignment(s) from the Department. Without limitation on the generality of the foregoing, the Bidder and any of their affiliates, shall be considered to have a conflict of interest and shall not be engaged, under any of the circumstances set forth below:
  - a. **Conflicting Assignment / Job:** The Bidder (including their personnel) or any of its affiliates shall not be hired for any assignment/job that, by its nature, may be in conflict with the Department's project.
  - b. **Conflicting relationships:** The Bidder (including their personnel) that have a business or family relationship with a member of Department's staff who is directly or indirectly involved in any part of implementation of the proposed solution may not be awarded a contract, unless the conflict stemming from such a relationship has been resolved in a manner acceptable to the Department throughout the selection process and the execution of the contract.
  - c. **Hiring of Employees:** During the term of agreement, Bidder will not appoint any staff of the Department either as an employee or a consultant. The same would apply to the Department as well.

- ii. The Bidder has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve in the best interests of the Department, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose such conflicts of interest and if the Department comes to know about any such situation at any time, then the Department reserves the right to disqualify the Bidder during the bidding process or to terminate their contract during execution of the assignment.
- iii. This contract should not impact any of the existing relationships of the Department with any of its clients/vendors/suppliers/customers.

#### **5.17. Amendment of RFP Document**

- i. At any time before the deadline for submission of bids, the Department, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by an amendment. All the amendments made in the document would be informed to all the participating agencies through mail or as a corrigendum published on E-Tender website.
- ii. The bidders are advised to visit thee-Tender website on regular basis for checking necessary updates. The Department also reserves the rights to amend the dates mentioned in this RFP for bid process. All such supplements shall be part of the RFP, and the bidders shall submit their bids on that basis.

#### **5.18. Right to reject any proposal**

- i. Notwithstanding anything contained in this RFP, the Department reserves the right to accept or reject any proposal and to annul the selection process and reject all proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons, therefore.
- ii. The Department reserves the right to reject any Proposal if,
  - a. At any time, a material misrepresentation is made or discovered, or
  - b. the Bidder does not provide, within the time specified by the Department, the supplemental information sought by the Department for evaluation of the Proposal.
  - c. Any act or omission of the Bidder results in violation of or noncompliance with this RFP document or any Applicable Laws
  - d. RFP response not submitted as per the format specified in the RFP document.
  - e. RFP response received without the Letter of Authorization /Power of Attorneys
  - f. RFP response found to suppress the details.
  - g. RFP response submitted with incomplete information / illegible documents, subjective, conditional and/or partial offer is submitted.
  - h. RFP response submitted without the documents requested in the checklist.
  - i. RFP response non-compliant with any of the clauses stipulated in the RFP.

- j. RFP response with lesser validity period than as stipulated
- iii. Misrepresentation/ improper response by the Bidder may lead to the disqualification. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified / rejected, then the Department reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of the Department, including annulment of the Selection Process.
- iv. The Department reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP document and the Bidder shall, when so required by the Department, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Department shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Department thereunder.
- v. Withdrawal of RFP response is not permissible after its submission. If the RFP response is withdrawn before the validity period, the EMD will stand forfeited.

#### **5.19. Bid Validity**

The bid validity should be 120 calendar days from date of publishing of tender, which may be extended if required by the SC&DLR. On completion of the validity period, unless the Bidder withdraws his bid in writing, bid validity shall be deemed to be extended until such time that the contract is awarded to Successful Bidder.

#### **5.20. Language of Bids**

- i. The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Department, shall be written in English language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English / Marathi translation in which case, for purposes of interpretation of the bid, the English translation shall govern.
- ii. If any supporting documents submitted are in any language other than English / Marathi, translation of the same in English language is to be duly attested by the bidder's Authorized Signatory.

#### **5.21. Department's rights to terminate the process**

- i. The Department may terminate the RFP process at any time and without assigning any reason. The Department makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- ii. This RFP does not constitute an offer by the Department. The bidder's participation in this process may result in the Department selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations

does not, however, signify a commitment by the Department to execute a contract or to continue negotiations. The Department may terminate negotiations at any time without assigning any reason.

#### **5.22. Tender Related Conditions**

The Bidder should confirm unconditional acceptance of full responsibility of completion of work and for executing the 'Scope of Work' of this RFP. This confirmation should be submitted as part of the Technical Bid as per [Annexure I](#). The Bidder shall also be the sole point of contact for all purposes of the Contract.

The Bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. If at any stage of Tendering process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge of the Department, The Department shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the Bidder.

#### **5.23. Force Majeure**

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or the Department as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- i. Natural phenomenon, including but not limited to floods, droughts, earthquakes, and epidemics disruption caused due to Pandemic / Lockdown situation much graver than current situation.
- ii. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- iii. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The Bidder or the Department shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above.
- iv. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

#### **5.24. Indemnity**

- i. The Successful Bidder shall indemnify, protect, and save the Department against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. rendered by the bidder.

- ii. The Bidder shall agree to be responsible for managing the activities of its personnel or the personnel of its partner/subsidiary members (if any) and shall be accountable for both.
- iii. The Bidder shall agree to hold the Department, its employees, agents, representatives, and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Department through the action of its employees, agents, consortium members etc.
- iv. The Bidder shall not disclose any citizen / department information (email id, phone number, address, property id, payment details etc.).

#### **5.25. Confidentiality**

- i. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract award.
- ii. Any attempt by a bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his bid.

#### **5.26. Third Party Claims**

The Government Department shall not be liable for any third-party claims against the Successful Bidders arising from acts or omissions of the Successful Bidders, its employees, agents, or subcontractors.

#### **5.27. Publicity**

Any publicity by the Agencies in which the name of the Department is to be used should be done only with the explicit written permission of the Department.

#### **5.28. Exit Management**

##### **i. Exit Management Purpose**

This clause sets out the provisions which will apply during Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.

The exit management period starts, in case of expiry of contract, at least 3 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the Agencies. The exit management period ends on the date agreed upon by department or Three months after the beginning of the exit management period, whichever is earlier.

##### **ii. Confidential Information, Security and Data**

The Agencies will promptly on the commencement of the exit management period, supply to department or its nominated agencies the following:

- a. Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, any other data and confidential information created as part of or is related to this project.
- b. Project data as is reasonably required for purposes of the project or for transitioning of the services to the department in a readily available format.
- c. All other information (including but not limited to documents, records, and agreements) relating to the services reasonably necessary to enable department and its nominated agencies, to carry out due diligence in order to transition the provision of the Services to department or its nominated agencies (as the case may be).
- d. The Agencies shall retain all of the above information with them for 30 days after the termination of the contract post which the provider has to wipe/purge/delete all information created or retained as part of this project and submit the undertaking regarding the same.

**iii. Rights of Access to Information**

At any time during the exit management period, the Agencies will be obliged to provide access of information to department and / or any Replacing Agencies to make an inventory of documentations, manuals, catalogs, archive data, Live data, policy documents or any other material related to the training (related to this project) for department.

**iv. Exit Management Plan**

The Successful Bidders shall provide Department with a recommended "Exit Management Plan" within 30 days of signing of the contract, which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project and Scope of work definition:

- a. A detailed program of the transfer process that could be used in conjunction with the department including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.
- b. Plans for the communication with such of the Successful Bidders, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer.
- c. Exit Management Plan shall be presented by the Agencies to the Department, and it should be approved by department or its nominated agencies.
- d. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Agencies complying with its obligations under this Schedule.
- e. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

- f. Exit Management plan in case of normal termination of Contract period.
- g. Exit Management plan in case of any eventuality due to which Project is terminated before the contract period.
- h. Exit Management plan in case of termination of Successful Bidder(s)
- i. In the event of termination or expiry of the contract, both the Bidder(s) and the Department shall comply with the Exit Management Plan.
- j. During the exit management period, the Successful Bidder(s) shall use its best efforts to deliver the services.

#### **5.29. Termination of contract**

- a. The Department may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days stating the reason for default to the Agencies and terminate the contract either in whole or in part:
  - i. If the selected Bidder fails to deliver any or all contracted services as per service standards specified in the Contract.
  - ii. If the Selected Bidder(s) fails to perform any other obligation(s) under the Contract
  - iii. If the Selected Bidder(s) in the judgment of the Department has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
  - iv. If the Agencies, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from the Department may terminate the contract / work order in whole or in part.
  - v. In case of subletting/subcontract
- b. Prior to providing a notice of termination to the Agencies, department shall provide the Agencies with a written notice of 15 days instructing the Agencies to cure any breach/ default of the Contract, if department is of the view that the breach may be rectified.
- c. On failure of the Agencies to rectify such breach within 15 days, Department may terminate the contract by providing a written notice of 30 days to the Agencies, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to department. In such an event the Agencies shall be liable for penalty imposed by Department.
- d. In the event of termination of this contract for any reason whatsoever, Department is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the Agencies shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance to Department and/ or succeeding vendor, as may be required, to take over the obligations of the Agencies in relation to the execution/ continued execution of the requirements of this contract.

- e. The Agencies goes bankrupt and becomes insolvent. The Department may at any time terminate the contract by giving 30 days written notice to the Agencies if the Agencies becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Agencies, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department.
- f. Default is said to have occurred:
- g. In situation of insolvency of the Agencies, the Department shall recover the appropriate funds as per the discretion of the Department from bidder.

### **5.30. Applicable Law & Legal Jurisdiction**

The contract shall be governed by the laws and procedures prescribed by the Laws prevailing and in force in India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All legal disputes are subject to the jurisdiction of Pune courts only.

Attachments to the Agreement can be following documents:

- i. Scope of Services for the Agencies
- ii. Detailed Commercial proposal of the Agencies accepted by department.
- iii. Corrigendum Document published if any by the department, subsequent to the Bid Document for this work.
- iv. RFP Document of department for this work
- v. Letter of Intent (LoI) issued by Department to the Successful Bidder.
- vi. The Successful Bidder's "Technical Proposal" and "Commercial Proposal" submitted in response to the Bid Document

### **5.31. Maharashtra Stamp Act 2015**

The Agencies shall pay Stamp Duty on agreement as per provision of Maharashtra Stamp Act 2015 as below:

- Where the amount or value set forth in such contract does not exceed Rupees Five Lakh-> Five hundred Rupees
- Where the amount or value set forth in such contract exceeds Rupees Five Lakh-> Five Hundred Rupees plus 0.3% of the amount above Rupees Five Lakh subject to maximum of Rupees Twenty-Five Lakhs.

The Agencies shall submit the copy of stamp duty paid to the Department.

### **5.32. Goods and Service Tax (GST)**

Applicable GST shall be paid extra as per prevailing rates and shall be payable by the SC&DLR. The Agencies shall be solely responsible for timely payment of GST to the appropriate government authority and for compliance with all applicable GST laws and regulations.

### **5.33. Fraud and Corruption**

The Department requires that Agencies must observe the highest standards of ethics during the execution of the Contract. In pursuance of this policy, department defines, for the purpose of this provision, the terms set forth as follows:

- i. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of department in contract executions.
- ii. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to department, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificially high or non-competitive levels and to deprive department of the benefits of free and open competition.
- iii. "Undesirable practice" means:
  - a. establishing contact with any person connected with or employed or engaged by department with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
  - b. having a Conflict of Interest
- iv. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- v. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- vi. If it is noticed that the Agencies have indulged into the Corrupt / Fraudulent / Undesirable / Coercive practices (as decided by a court or competent authority with appropriate jurisdiction), it will be a sufficient ground for Department for termination of the contract and initiate blacklisting of the vendor.

### **5.34. Dispute Resolution Mechanism**

The Successful Agencies and the Collector Jalna shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- The Party raising a dispute shall address to the other Party, a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- The matter will be referred for dispute resolution between Collector Jalna and the Authorized Signatory of the Agencies. The matter shall then be resolved between them, and the agreed course of action documented within a further period of 15 days.
- In case any dispute between the Parties, does not settle in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held

in Pune and conducted in accordance with the provisions of Arbitration and Conciliation Act,1996.

- The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Successful Agencies shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

### **5.35. Rejection Criteria**

Besides other conditions and terms highlighted in the tender document, bids may be rejected under following circumstances:

#### **i. General Rejection Criteria**

- The Bidder should upload the documents in readable form. He should take trial of uploads by taking printout. The unreadable documents will be treated as null & void.
- Bids received through Telex /Telegraphic / E-Mail except wherever required.
- Bids which do not confirm unconditional validity of the bid as prescribed in the RFP.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process
- Any effort on the part of a Bidder to influence the Department's bid evaluation, bid comparison or contract award decisions.
- Bids received by the Department after the last date for receipt of bids prescribed in the RFP document.
- Does not include prerequisite documents.
- Bids without signature of person (s) duly authorized on required pages of the bid.
- Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

#### **ii. Technical Rejection Criteria**

- Technical Bid containing financial details.
- Revelation of Prices in any form or by any reason before opening the Financial Bid

- Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the RFP Document in every respect.
- Bidders not quoting for the complete scope of Work as indicated in the RFP documents, addendum (if any) and any subsequent information given to the Bidder.
- Bidders not complying with the Technical and General Terms and conditions as stated in the RFP Documents
- The Bidder not confirming unconditional acceptance of full responsibility of providing services if the bid does not conform to the timelines indicated in the bid.

**iii. Commercial Rejection Criteria**

- Incomplete Price Bid
- If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- Price Bids that do not conform to the BOQ price format.
- If there is an arithmetic discrepancy in the financial bid calculations the department shall rectify the same. If the Bidder does not accept the correction of the errors, its bid may be rejected.

**5.36. Failure to agree with the Terms & Conditions of the Bid Document**

This Bid Document is confidential, and the Bidder shall ensure that anything contained in this Bid document shall not be disclosed in any manner, whatsoever. Failure of the bidder to agree with the Terms & Conditions of the Bid Document shall constitute sufficient grounds for the annulment of the award of contract, in such event the contract may be awarded to the next most responsive bidder(s).

**6. Pre-Qualification (PQ) Criteria**

All the bidding entities should fulfil the PQ criteria mentioned below. Only entities fulfilling these criteria, will be considered for the Technical and Commercial evaluation of the bid.

#	Pre-Qualification Criteria	Documents Required
PQ1	The Bidder should have made a payment of Rs. 10,000 (Rupees Ten Thousand Only) for the tender fees.	Proof of Tender fee payment
PQ2	The Bidder should have submitted an Earnest Money Deposit (EMD) of Rs. 4,00,000/- (Rupees Four Lakh only)	Proof of EMD payment on the e-tendering portal.

#	Pre-Qualification Criteria	Documents Required
PQ3	<p>The Bidder must be a registered company under the Indian Companies Act, 1956 / 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Proprietorship firm or Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008:</p> <p style="margin-left: 40px;">a. The company/firm should have been in operation for at least 5 years in India from the date of publish of RFP.</p> <p style="margin-left: 40px;">b. No Joint Venture/Consortium is allowed for this tender.</p>	<p>Proof for Certificate of Incorporation</p> <p>And</p> <p>Copy of PAN Card</p>
PQ4	<p>Bidder should be either located in Maharashtra or having their offices/ branch offices in Maharashtra.</p>	<p>Proof of Address (Self Attested copy of Telephone bill/Electricity Bill/Property tax bill/Registered Rent Deed / organization registration on the name of bidding organization - supporting the address at Maharashtra)</p>
PQ5	<p>Average Annual Turnover of Bidder should be at least Rs. 3 Crore or more in last 3 financial years i.e., FY 2023-24 2024-25 and FY 2025-26.</p>	<p>Audited Balance sheet and Profit &amp; Loss account statement of the Bidder for the last 3 audited financial years (FY 2023-24 2024-25 and FY 2025-26).</p> <p>&amp;</p> <p>Certificate duly signed by Statutory Auditor of the Bidder or Certified Chartered Accountant for last 3 financial years (FY 2023-24 2024-25 and FY 2025-26)</p> <p>(As per <a href="#">Annexure-IV</a>)</p>
PQ6	<p>The bidder should be a profit (profit after tax) making company in last three financial years (FY 2023-24</p>	<p>Financial Audited balance sheets &amp; Profit /loss statement, Statutory</p>

#	Pre-Qualification Criteria	Documents Required
	2024-25 and FY 2025-26)	Auditor's Report, Notes to Accounts and Schedules forming part of accounts to be submitted.  & Certificate duly signed by Statutory Auditor of the Bidder or Certified Chartered Accountant as per Annexure-IV
PQ7	Bidders should not be declared blacklisted or ineligible by any Central or State Government / Urban Local Bodies / Government Departments /Public Sector Undertaking in India due to unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices in last 5 years as on date of bid publish.	Self-Declaration from the authorised signatory of the bidder.  (Refer <a href="#">Annexure VI</a> )
PQ8	Project Experience as explained below in providing man power services in GIS mapping / On-field GIS Survey / Experience in CAD Services / remote sensing, spatial data analysis, land surveying, environmental mapping, and integration of geospatial data with CAD and GIS platforms for Central / State Government / Urban Local Bodies / Government Departments / Public Sector Undertakings / any Government Body / Government Organization / Government Institution in India in the last 5 years from bid publication date  Explanation: One project means any of the following Min. 1 Project worth more than 9 crore OR Min. 2 Projects worth more than 6 crore OR Min. 3 Projects worth more than 4.5 crore OR	Copy of Letter of Intent / Work Order/Agreement mentioning the company name, client name, project value, start date and end date, scope of service.  (Document as per <a href="#">Annexure V</a> )

#	Pre-Qualification Criteria	Documents Required
	Cumulative project value of 9 Crore or more with minimum project value of 4.5 crore and more	
PQ9	The bidder must submit the Power of Attorney to specify an individual who will be authorized for legal and financial matters for this RFP	Power of Attorney by the Company for its authorized representative on the Company Letter head  (Refer <a href="#">Annexure XII</a> )
PQ10	Bidder should not have withdrawn from similar government projects and should not have any contract termination from similar project with Central or State Government / Urban Local Bodies / Government Departments / Public Sector Undertaking in India	Self-declaration by the bidder on company letterhead duly signed by authorized signatory.  (Refer <a href="#">Annexure VII</a> )
PQ11	Bidder should have Goods Service Tax number Registration, as applicable and other such necessary trade / business registrations	Copy of GST Registration Certificate
PQ12	The Bidder should have staff strength of minimum 100 manpower (On Ground GIS Surveyor) on their payroll related to conducting Survey and related work	Letter on Company's Letterhead signed by authorized representative on the Company Letterhead  (as per <a href="#">Annexure XIII</a> )

**Notes:**

- i. Any bid failing to meet any of the above pre-qualification criteria shall be disqualified and will not be considered for technical evaluation.
- ii. The Department reserves the right to verify and/ or to evaluate the claims made under pre-qualification criteria and any decision in this regard shall be final, conclusive, and binding upon the bidder. For this verification purpose if the Department seeks additional documents, data, and details; the bidding agencies will be required to produce those. In case of failure to produce such documents in stipulated time, the concerned Agencies will not be considered for further evaluations and will be disqualified with the immediate effect.
- iii. Only bidders qualifying the pre-qualification criteria will be considered for the technical evaluation.

- iv. All the scanned copies of certificates/documents attached with the response should be stamped and signed by authorized person of the Bidder otherwise the RFP is liable to be treated as INVALID. Also need to produce original certificates/documents during scrutiny stage, if asked by concerned Tendering Authority.
- v. In case of Bidder, submitted any fraud information, samples, etc. regarding qualification criteria; then necessary legal actions shall be initiated against such Bidder.

## **7. Technical Evaluation Criteria**

- i. Bidders who have qualified as per the Pre-Qualification Criteria of this RFP document shall be evaluated by the Bid Evaluation Committee (BEC) and the Bidders who qualify each Pre-Qualification criteria shall be eligible for the Technical Evaluation.
- ii. The evaluation of the technical bids will be done by Bid Evaluation Committee (BEC). Technical evaluation conducted by the BEC shall be final and binding on all the Bidders. Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points.
- iii. The criteria for the technical evaluation are as follows:

#	Technical Qualification Requirements	Technical Qualification Framework	Max. Marks								
1.	Average Annual Turnover of Bidder should be at least Rs. 9 Crore or more in last 3 years as mentioned i.e., FY FY 2023-24 2024-25 and FY 2025-26	<table border="1"> <thead> <tr> <th>Turnover</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Between Rs. 9 crores and less than 6 crores</td> <td>15</td> </tr> <tr> <td>Between Rs. 6 crores and less than 4.5 crores</td> <td>20</td> </tr> <tr> <td>Above Rs. 4.5 crores</td> <td>25</td> </tr> </tbody> </table>	Turnover	Marks	Between Rs. 9 crores and less than 6 crores	15	Between Rs. 6 crores and less than 4.5 crores	20	Above Rs. 4.5 crores	25	25
Turnover	Marks										
Between Rs. 9 crores and less than 6 crores	15										
Between Rs. 6 crores and less than 4.5 crores	20										
Above Rs. 4.5 crores	25										
2.	Experience in executing projects having value more than 5 crores in providing manpower services in GIS mapping / On-field GIS Survey / Experience in CAD Services / remote sensing, spatial data analysis, land surveying, environmental mapping, and integration of geospatial data with CAD and GIS platforms for Central / State Government / Urban Local Bodies / Government Departments / Public Sector Undertakings / any Government Body / Government Organization / Government Institution in India in the last 5 years from bid publication date	<table border="1"> <thead> <tr> <th>Projects (value more than 5 crores)</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1 project to 3 projects</td> <td>15</td> </tr> <tr> <td>4 projects to 5 projects</td> <td>20</td> </tr> <tr> <td>More than 5 projects</td> <td>25</td> </tr> </tbody> </table>	Projects (value more than 5 crores)	Marks	1 project to 3 projects	15	4 projects to 5 projects	20	More than 5 projects	25	25
Projects (value more than 5 crores)	Marks										
1 project to 3 projects	15										
4 projects to 5 projects	20										
More than 5 projects	25										
3.	The Bidder should have on their payroll staff strength of minimum 20 manpower (On Ground GIS Surveyor) related to conducting Survey and related work	<table border="1"> <thead> <tr> <th>Total Full time Staffs</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Between 20-40</td> <td>10</td> </tr> <tr> <td>Between 40-80</td> <td>15</td> </tr> <tr> <td>80 and above</td> <td>20</td> </tr> </tbody> </table>	Total Full time Staffs	Marks	Between 20-40	10	Between 40-80	15	80 and above	20	20
Total Full time Staffs	Marks										
Between 20-40	10										
Between 40-80	15										
80 and above	20										
4.	The bidder must do presentation and capability demonstration clearly proving bidders' capability to execute the project, Understanding of Project Approach, and Experience of working on similar projects, Project Planning, and proposed methodology for project execution.	<p>The presentation shall be evaluated for the following points:</p> <ol style="list-style-type: none"> <li>1. Technical capabilities of the bidder.</li> <li>2. Presentation of the proposed solution for this project</li> <li>3. Details of similar experience in other projects</li> <li>4. Plan regarding deployment and monitoring of resources</li> </ol>	30								

#	Technical Qualification Requirements	Technical Qualification Framework	Max. Marks
<b>Total Marks</b>			<b>100</b>

- iv. The Bidders who score more than 70 marks in the Technical Evaluation shall be considered for Commercial Evaluation.

## 8. Evaluation Process

- i. The evaluation process of the bid proposed to be adopted by the Department is indicated in this section. The Department shall appoint a Bid Evaluation Committee (BEC) to scrutinize and evaluate the technical and commercial bids received. The BEC will examine the bids to determine whether they are complete, responsive and whether the bid format conforms to the bid requirements. The department may waive any informality or non-conformity in a bid which does not constitute a material deviation. There should be no mention of bid prices in any part of the bid other than the Commercial Bid. Any attempt by a bidder to influence the bid evaluation process may result in the rejection of Bid.
- ii. In the first stage Technical Bids will be opened in office of Collector Jalna in the presence of the Bidder's representatives who may be present at the time of opening.
- iii. In the second stage Commercial Bids will be opened in office of Collector Jalna in the presence of the Bidder's representatives who may be present at the time of opening.
- iv. Firstly, evaluation of Pre-Qualification (PQ) Criteria will be completed by the BEC. Only entities fulfilling the PQ Criteria will be considered for the technical and commercial evaluation. The bid will be two stage process and based on **Quality and Cost based System (QCBS)** method of evaluation having 70% weightage to the Technical Evaluation and 30% weightage will be given to the Commercial Evaluation.
- v. After PQ, the first stage will be Technical Evaluation (TE) of the proposal based on the technical criteria and second stage will be Financial Evaluation (FE) based on the financial quote by the bidder. The final evaluation will be based on the weightage given to the Technical and Financial performance by the bidder as detailed in this section.
- vi. At the end of the evaluation of technical proposal of the bidders, bidders will be allotted Technical Marks (TM). After the Technical evaluation, the companies scoring more than 70 marks will move to second stage and their commercial proposal will be evaluated. They will be allotted Commercial Marks (CM) based on their commercial proposal. The TM and CM will then be multiplied by their respective weightage i.e. 70% and 30% respectively to get the Final Marks (FM).
- vii. Opening of Technical Bid  
The Department shall open the Technical Proposals online on the e-Tender Site.

viii. Evaluation of Technical Bid

- a. The Technical Bids of only those Bidders, who qualify in the PQ criteria stage, shall be considered, and will be evaluated as per the technical evaluation criteria. The BEC may invite each Bidder to make a presentation as part of the technical evaluation.
- b. The BEC may require written clarifications from the Bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents (to be stated precisely as it should be in interest of the Department).
- c. BEC decisions on markings will be final and will be binding on all the bidders. No communication/ explanation regarding marks will be entertained.
- d. To qualify technically, a bid must secure a minimum of 70 marks out of total 100 marks. Only those Bids which have a minimum score of 70 marks will be considered for further processing. However, the Department reserves the right to lower the minimum required marks if none of the Bidders achieves 70 marks. Only the Bids qualifying the technical evaluation will be considered for opening of commercial bid.
- e. The bidder must submit presentation along with bid. Any other presentation other than bid submitted version will not be considered.
- f. The Technical evaluation will carry a total of 100 marks based on the criteria given in the table above. The bidders scoring a minimum of 70 marks will qualify for the commercial evaluation.
- g. The Technical Marks obtained by the bidder will be multiplied by 70% i.e. the weightage assigned to the Technical Evaluation to get the Technical Score (TS).

ix. Opening of Commercial Bid

- a. The Department will open the Commercial Bids of only PQ and TQ qualified Bidders.
- b. Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- c. The Commercial Bids will be evaluated by the Department for completeness and accuracy. If there is a discrepancy between words and figures, the amount in words will prevail.
- d. The amount stated in the proposal form, adjusted in accordance with the above-mentioned procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

x. Evaluation of Commercial Bid

- a. The evaluation process shall consider the commercial bid format as provided on MahaTender in the Commercial / financial folder.
- b. Bidder shall submit their financial bid only on the e-Tendering system. Price quoted elsewhere shall be liable to rejection.
- c. The Department will not bind itself to accept the lowest commercial or any commercial and reserve the right to accept any proposal, whole, or in part.

- d. The Department's decision in respect to evaluation methodology, shortlisting, and declaring the results will be final and no claims whatsoever in this respect will be entertained.
  - e. The methodology used for evaluating bidders (who qualify in technical proposal) based on the rates quoted by them in their commercial bid is final and binding to all bidders.
  - f. If a firm quotes NIL, or 0 (Zero) financial quote, the bid shall be treated as unresponsive and will not be considered.
  - g. The bid price will be exclusive of GST and inclusive of all other taxes and levies and shall be in Indian Rupees.
- xi. Techno-commercial scoring
- a. The techno-commercial score for each bidder shall be calculated as follows:  
$$\text{Final Total Score (FTS)} = \left(\frac{F_1}{F} \times 100\right) \times 0.30 + \left(\frac{T}{T_1} \times 100\right) \times 0.70$$

Where,

    - $F_1$  = Lowest Commercial Bid among all bidders
    - $F$  = Commercial bid of the respective bidder
    - $T_1$  = Highest Technical Score among all bidders
    - $T$  = Technical Score of the respective bidder
  - b. Bidders will be ranked based on their **Final Total Score (FTS)**. The bidder with the highest FTS will be designated as **S1**, the second highest as **S2**, and the third highest as **S3**.
  - c. In case of a tie in FTS between two or more bidders, the bidder with the higher technical score will be ranked higher.
  - d. The Department reserves the right to include additional relevant criteria for evaluation at its sole discretion. The Department shall not entertain any queries on its evaluation methodology for S1 bidder.
  - e. The Department may seek clarifications or additional information from bidders to normalize bids during technical evaluation. Bidders will be notified separately if such normalization is required.

### 8.1. Notifications of Award and Signing of Contract

- i. The **Quality and Cost Based Selection (QCBS)** method will be applied after successful technical qualification.
- ii. The Department will select **three successful bidders—S1 and allocate the required manpower of 100 Licensed Surveyors among them at its discretion**. The allocation will follow the proportion:
  - **S1**: 50% (50 Licensed Surveyors)

- **S2:** 30% (30 Licensed Surveyors)
- **S3:** 20% (20 Licensed Surveyors)

iii. **Uniform Rate Matching:**

- If any bidder refuses the Department will approach the next ranked bidder(s) to fulfil the requirement.

iv. **Jurisdiction Flexibility:**

All Licensed Surveyors will be deployed across the State. The Department reserves the right to distribute work areas (jurisdictions) among the Selected Bidders across the six Divisions based on requirements.

- v. The Successful Bidder(s) shall submit the Performance Bank Guarantee after the contract is awarded and before execution of the Work. The notification of award will constitute the formation of the Contract. Upon the Successful Bidder's furnishing of Performance Bank Guarantee, the Department may notify each unsuccessful Bidder. Successful Bidders shall pay the PBG (Performance Bank Guarantee) as per their respective Contract Value within 15 working days of notification of award.
- vi. The Department shall facilitate signing of the contract within the period of 15 days of the notification of award. However, it is to be noted that the date of commencement of the project and all contractual obligations shall commence from the date of issuance of Work Order. All reference timelines as regards the execution of the project and the payments to the Agencies shall be considered as beginning from the date of issuance of the Work Order; subject to changes made by Hon'ble SC&DLR.
- vii. The general process that will be followed is:
- a. Shortlisting of Successful Bidders as per evaluation methodology.
  - b. Price match of S1 bidders to the L1 rate.
  - c. Declaration of final results on e-Tendering website (T)
    - d. Letter of Intent (Lol) addressed to the Successful Bidders is issued by the Department (T+2)
    - e. Letter of Acceptance (LoA) against shared Lol is submitted by the Successful Bidder in the stipulated timeline (T+3)
    - f. Work Order addressed to the Successful Bidders is issued by the Department (T+7)
    - g. Letter of acceptance against shared Work Order submitted by the Successful Bidders in the stipulated timeline (T+10)
    - h. Signing of Contract (T+15)

- i. Submission of PBG by the Successful Bidders (T+15)

## 8.2. Post Signing of Contract

Successful Bidders during project duration if required may have to visit SC&DLR Office located at Pune / any other office multiple times at its own cost. Even whenever needed by SC&DLR department officers the successful Bidder must visit any SC&DLR Office at its own cost.

## 9. Scope of work

### 9.1. Scope of Work

Following is the broad scope of work:

- a. Collector Jalna Maharashtra having its Dy. Superintendent Land Records offices at Taluka level and city survey offices at city level. The main function of Land Records Dept. is to survey and demarcate the lands using electronics total station machine and GNSS Rover receiver. Demarcation of boundaries is carried out by taking actual observations on field through ETS / GNSS Receiver Rover and its comparison / super imposition with original digital cadastral data.
- b. In Maharashtra, boundary and demarcation cases, sub-division measurement cases, land acquisition measurement cases, non-agricultural layout measurement cases, rural farm road measurement and demarcation cases and other categories of measurements are operative.
- c. The Department aims to appoint Agencies to provide 100 licensed surveyors for the purpose of measurement of above cases under Maharashtra Land Revenue Code Section 85, 87, 136 and Maharashtra Land Revenue (Surveys and Sub-divisions of survey number) Rules 1969 and Maharashtra Land Revenue (Boundaries and Boundary Marks) Rules 1969 as amended through notification on 10<sup>th</sup> October 2025 which is attached herein with ([Annexure XX](#)).
- d. The Agencies shall make provision of providing at least 25% extra or reserve Licensed Surveyors. The reserved Licensed Surveyors will be deployed in case of any existing License Surveyor leave the firm so that the deployment of replacement will be done within 48 hours to avoid penalty. Also, the reserved Licensed Surveyor may be asked by the Department to work in case any Taluka is having more number of pending measurement and demarcation cases. **However, the Agencies should note that the Department shall make payment against actual deployed Licensed Surveyors.**
- e. The Licensed Surveyor shall also have to carry out measurement cases for all categories of Mojani's and measurement as per Act.
- f. The Licensed Surveyor shall measure and demarcate and prepare maps and shall have to upload measurement entries from the field in digital format through e-mojni software.

- g. The Bidders shall quote service charge from 3.85% to 7% (As per DoE OM No.F.6/1/2023-PPD dated 6th January 2023, the minimum service charges for Manpower Outsourcing Services has been fixed as 3.85%) per Licensed Surveyor in the BOQ format provided in the [Annexure IX](#).
- h. In the event that any Department Authority rejects the measurement case or requires a revisit to the location due to any discrepancy, the Licensed Surveyor shall revisit the location and will not claim any payment against the travelling for revisit.
- i. It is the responsibility of the Department to provide all the required data (maps and records) with respect to the measurement cases assigned to the concerned Licensed Surveyors. This data will be used for measurement. Also, the appointed agencies shall maintain secrecy of the data acquired from the department. The appointed Agencies will be penalized incase of misuse of any data and legal action may initiated in this regard.

## 9.2. Qualification and Shortlisting of Licensed Surveyor

### 9.2.1. Qualification

The candidate must have:

- a. A Certificate Course in Surveying from Industrial Training Institute recognized by Government of Maharashtra, or
- b. Diploma in Civil Engineering granted by the Board of Director of Technical Education of Maharashtra, or
- c. A Bachelor's Degree in Civil Engineering from a University established by the law in India", or
- d. Two years M.Sc. in Geo informatics / One Year Diploma in Geo informatics or GIS and Remote Sensing / Graduation in Geo informatics from recognized University or organization

Provided that persons who have served in the Maharashtra Land Records Department or Survey of India or any Maharashtra Government Undertakings / Maharashtra owned Organizations / Maharashtra Government Bodies for a period of not less than 10 years, involving Land Survey work and who are not in service on account of resignation or voluntary retirement or superannuation, except those who are dismissed, removed from the service or compulsorily retired on the account of misconduct, corruption, or incompetency, shall also be eligible to apply for License.

- e. All persons who have completed 18 years of age but not completed 65 years of age on the last date prescribed for receipt of applications for issue of license and who are physically fit to discharge the duties assigned to them are eligible to apply for license.

### **9.2.2. Shortlisting**

- a. The Agencies shall provide the CVs of all the proposed resources to the Department as per the criteria mentioned above. The preference will be given to the candidates having education or experience in GIS.
- b. The Scrutiny Committee formed by the Department, will scrutinize all the applications shared by the Agencies and if needed invite the candidates for face-to-face interview. After scrutiny, the Department will provide the shortlisted list of the resources to the Agencies for further process. In case, some resources are not shortlisted by the Scrutiny Committee, the Agencies shall provide the CVs of other resources to comply with the required number of resources.
- c. If any of the Agencies will not be able to supply the required number of resources, the Department reserves the right to terminate the contract.
- d. The shortlisted candidates by the Scrutiny Committee of the Department need to undergo a training of 2 months as mentioned in clause no.10.3 below.

### **9.3. Training**

- i. The agencies shall ensure that the shortlisted candidates should complete the two months Training conducted by Land Record Department.
- ii. The detailed program for the said training will be shared with the Successful Bidders post Award of the Contract.
- iii. The fee for the said Training (INR 1000/- per Candidate per day as per the GR No. TRN – 2014/440/Pra.Kra.66/14/12-A) for all the Licensed Surveyor will be borne by the respective Agencies.
- iv. The components included in the Training Fee are as follows:

प्रशिक्षण शुल्कामध्ये समाविष्ट करण्यात आलेल्या बाबी		
प्रशिक्षण पूर्व बाबी		
१. Training Needs Analysis (TNA) अहवाल लेखन	२. प्रशिक्षण आराखडा	
३. प्रशिक्षण वाचन साहित्य	४. प्रशिक्षण साहित्य निर्मिती	
प्रशिक्षण दरम्यान बाबी		
१.निवास व्यवस्था	२.अल्पोपहार व भोजन व्यवस्था	३.सभागृह व वर्ग खोली शुल्क
४.संगणक कक्ष	५. नोंदणी व स्वागत, शुल्क	६. तज्ञ व न्यायिक सल्लागारांच्या भेटीचे मानधन/ प्रशिक्षकांचे मानधन
७. तज्ञ सल्लागारांच्या भेटीच्यादरम्यानचा व इतर प्रवास खर्च	८. लेखन साहित्य छपाई खर्च	९. दृक-श्राव्य साधन पुरविण्यासाठीचा खर्च
१०.ग्रंथालय खर्च	११.व्यवस्थापन खर्च	१२.पाणी पुरवठा व वीज बिल खर्च
१३.कार्यालयीन खर्च	१४.दुरुस्ती व देखभाल खर्च	१५.सुरक्षा खर्च
१६.अभिलेख कक्ष व माहिती संचयिका (TPMC charges)	१७.गुणवत्तापूर्वक प्रशिक्षणावरील नियंत्रण खर्च	१८.आकस्मिक खर्च, (कार्यक्रमांचे उदघाटन, समारोप, सांस्कृतिक कार्यक्रम, प्रमाणपत्र देणे)
१९.अतिरिक्त सुविधा (खेळाची सुविधा, वैद्यकीय सुविधा, व इंटरनेट, इंटरनेट, दूरदर्शन, दूरध्वनी इत्यादी सुविधांवरील खर्च		
प्रशिक्षणानंतरच्या बाबी		
१. परीक्षण व मूल्यमापन अहवाल		

- v. Post completion of the said Training, the Training Institution may conduct an examination and provide a License to all the candidates who have successfully passed the said examination.

#### 9.4. License and its Renewal:

- After completion of the training, the Institute will conduct an assessment of the said Course and after successfully passing an assessment, each candidate will get a License for Surveyor.
- The License will be valid for a period of 2 years which can be extended for further 1 year based on the performance of the candidate. The License given to the Surveyor shall be valid only if the Licensed Surveyor is working for the Department through the appointed agencies else the said License shall be considered as invalid.
- If the performance at any time is below the minimum standard fixed by the Department, the Department would subject such licensed Surveyor to further training as per the decision and instructions of the Department.

- iv. The Licensed Surveyor is required to work in the jurisdiction provided in the License. However, as per Department's need, the Licensed Surveyor may be deployed across the six Divisions.
- v. It is the responsibility of the Agencies and the concerned Surveyor to renew the License before its expiration and start the process of renewal one month before its expiration.
- vi. Renewal of the License shall be subject to satisfactory service rendered by the licensed surveyor which will be assessed by the concerned Deputy Superintendent of Land Records or Competent Authority of the Department.

#### **9.5. Roles and Responsibilities of appointed Licensed Surveyor:**

- i. After completion of Training, the appointed Licensed Surveyor will be reporting to respective Dy SLR Office of Land Records.
- ii. Upon joining the office, he/she will be registered on the eMojni2.0 application.
- iii. Once he/she gets registered on the eMojni 2.0 application, the authority from the respective DLR office will allocate the cases one Mojni 2.0 application along with scheduled date of measurement to respective Surveyor.
- iv. Notices of measurement to the concerned applicant, co-holder, adjoining holders will be served by Land Record Offices.
- v. The Licensed Surveyor shall have to adhere and attend and carry out measurement and demarcation cases strictly as per the schedule.
- vi. A detailed training or user manual regarding eMojni 2.0 application will be given to the Licensed Surveyor.
- vii. The Licensed Surveyor shall have to carry out measurement and demarcation of land parcels on the same day.
- viii. Department shall provide all requisite maps and related database to licensed surveyor for finalizing and uploading measurement cases on GIS portal
- ix. After completion of measurement and demarcation, the licensed surveyor shall have to upload the measurement case with all requisites for example noting of legends and labels etc.
- x. The details of each eMojni application should be accurately filled and uploaded by the Surveyor in the eMojni2.0 application.
- xi. The instruments required for Mojni will be provided by the respective Dy. SLR office.
- xii. Before taking up measurement, Licensed Surveyor shall receive relevant files along with pre-certified digital copies of the survey documents of relevant survey number and certified copies of survey documents, adjoining survey numbers from the respective taluka offices as notified by Government from time to time.  
Certified digital copies applied for by the Licensed Surveyor shall be preferably issued on the same day and in any case within a period of three days.

- xiii. Licensed Surveyor shall serve a measurement notice of at least seventy-two hours as per department's prescribed form to the interested parties and to all the adjacent land holders before commencing measurement.
- xiv. Licensed Surveyor shall fix the boundaries of the new sub-division of survey or gat or sub-division number, before marking the land parcel in the presence of all interested parties duly recording their statements.
- xv. Such land parcels should be well marked on the ground with boundary marks.
- xvi. Measurement shall be carried out as per the section 136 of MLRC 1966 and Rule 13 of Maharashtra Land Revenue (Boundary and Boundary marks) Rule 1969.
- xvii. Licensed Surveyor shall complete the measurement and boundary demarcation and submit maps and all the relevant documents, which can be prescribed from time to time by the Director of Land Records, to Deputy Superintendent of Land Records within three days of the measurement.
- xviii. Deputy Superintendent of Land Records shall issue an acknowledgment to the Licensed Surveyor in the prescribed form.
- xix. If there is any dispute regarding the title or extent and of any other nature, the application shall be referred to the Land Records Department for disposal as per Rules.
- xx. Work Schedule:
  - Standard Work Hours: 09:45 AM to 06:15 PM.
  - Grace Period: Up to 10:15 AM.
- xxi. Late Mark Policy:
  - Definition of Late Mark: Reporting after 10:15 AM.
  - Penalty: One day of salary will be deducted for every 3 late marks in a month.

### 9.6. Workflow of Licensed Surveyor:

The Workflow of Licensed Surveyor at the Taluka level is as follows:



### 9.7. Cancellation of License

District Superintendent of Land Records shall, after giving the Licensed Surveyor an opportunity of being heard, cancel the License issued under clause 10.4, if the Licensed Surveyor contravenes any of the provisions of the Act, Rules or circulars issued by the Government and Director of Land Records or abstains from using the License continuously for a period of 4 months or is convicted of any offence in a Criminal proceeding or demands or accepts illegal gratification other than the fees payable to him or seeks change of jurisdiction already noted in the License.

Also, if a Licensed Surveyor leaves the Agencies, then the candidate and respective Agency should intimate the Department and applicable penalty will be levied on the respective Agency if replacement is not given within 48 hours.

### **9.8. Detailed remuneration amount for Surveyors -**

- i. The Successful Bidders are bound to pay the minimum wages as per the Minimum Wages Act, 1948, Payment of Bonus Act 1965, & Rules, 1965, Payment of Gratuity Act, 1972 or any other relevant act sand its amendment or circulars issued thereafter.
- ii. Deployed Licensed Surveyor will be remunerated INR 35,000 per month.
- iii. The actual travelling expenses incurred by the deployed Licensed Surveyor for official duties (from Office location to land measurement site) shall part of his / her salary.

### **9.9. Responsibilities of Agencies**

- i. The Agencies shall maintain complete official records of disbursement of salary paid to the deployed resources.
- ii. In case, any candidate leaves the firm due to any reason within two years from the issuance of the License, the Agencies should provide the replacement of the licensed surveyor within 2 days, else a penalty of INR 5,000 per day thereafter will be imposed on the Agencies. The maximum penalty will be 3 months' salary of resource i.e. INR 1,05,000/- which will be recovered from the Agencies and the same will be deducted during the processing of the Invoice.
- iii. The contracting Agencies shall ensure that the resources deployed in the Office of Collector [Jalna](#) conforms to the technical specifications of age, educational and skill qualification prescribed in the RFP.
- iv. The contracting Agencies shall focus on enhancing the skills and knowledge of the manpower to meet evolving technological demands and specific project requirements. Some key points for Agencies to consider:
  - Identifying Skill Gaps: Assessing the current skill levels of employees and identifying areas where additional training or certification is needed.
  - Curating Training Programs: Developing or sourcing appropriate training programs and certification courses that align with the latest technological advancements and project-specific needs.
  - Encouraging Continuous Learning: Promoting a culture of continuous learning and professional development among employees.
  - Tracking Progress: Monitoring the progress of employees through various training program sand ensuring they complete required certifications.
  - Evaluating Effectiveness: Assessing the effectiveness of training programs and making necessary adjustments to improve outcomes.

- Providing Resources: Offering access to training materials, online courses, workshops, and other learning resources.
- v. The contracting Agencies shall ensure that competent, qualified and Bonafide manpower is deployed, and the following documents are properly verified and collected before deployment in this Department:
  - a. List of manpower containing full details i.e., date of birth, marital status, address etc.
  - b. Bio data of the persons.
  - c. Attested copy of matriculation containing date of birth.
  - d. Attested copy of Qualifications as specified in the RFP.
  - e. Certification of verification of antecedents of persons by local Police authority.
  - f. Medical fitness certificate should be issued by a qualified medical practitioner after a thorough examination
  - g. Identity Cards bearing photograph.
  - h. Two copies of recent passport size photograph of the person
  - i. Data Security Declaration as per [Annexure XVI](#)
- vi. In case any person employed by the Contracting Agencies engages in misconduct, indiscipline, the Agency must take appropriate disciplinary action. This may include criminal proceedings (wherever applicable) and removal of the person from the work site.
- vii. The Contracting Agencies shall replace immediately any of its personnel who are found unacceptable to the Collector Jalna because of security risks, incompetence, conflict of interest, improper conduct etc..upon receiving a notice from the Collector Jalna within 48 hours.
- viii. The Contracting Agencies shall immediately (within 48 hours) provide a substitute in the event of any person leaving the job due to his/her personal reasons. The delay by the Agencies in providing a substitute beyond 48 hours shall attract penalty as mentioned in the Section 15 of this document. Penalty shall be deducted from the monthly bills of the Agencies in the following month.
- ix. It will be the responsibility of the Contracting Agencies to meet transportation, food, medical insurance and any other requirements (wherever applicable) in respect of the persons deployed in the Department. The Office of Collector Jalna will have no liability in this regard.
- x. For all intents and purpose, the Contracting Agencies shall be the “Employer” within the meaning of different Legislations in respect of manpower so employed and deployed in this Department. The persons deployed by the Agencies in the Department shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the competent authority.

- xi. The Contracting Agencies shall be solely responsible for the redressal of grievances/resolution of disputes (Legal or other) relating to person deployed. The Collector Jalna shall, in no way be responsible for settlement of such issues whatsoever.
- xii. The person deployed by the Contracting Agencies shall not have any claim or be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/confirmed employees of the Collector Jalna SC & DLR during the engagement or after expiry of the contract.
- xiii. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing Agencies shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in the Department.
- xiv. Contracting agencies has to provide manpower for all the resources as per the RFP document.
- xv. The Contracting agencies will mandatorily pay the amount due to the hired manpower as per approved salary rates prescribed in this RFP.
- xvi. The Monthly CTC rates mentioned in this tender are inclusive of the statutory deductions pay able such as Provident Fund (PF) including employer contribution and other statutory liabilities (Insurance, Professional Tax) as applicable.
- xvii. The Contracting Agencies shall be solely responsible for compliance of The Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and settlement of any amount payable there in. Office of Collector Jalna shall not reimburse any further amount towards employer contribution.
- xviii. The contracting agencies shall also be solely responsible for any amount due towards Employees' Insurance. These issues must be settled between the Contracting Agencies and the manpower deployed by them from time to time.
- xix. Bidders are required to quote the Service charge for CTC of each resource candidate with minimum of 3.85% (As per DoE OM No.F.6/1/2023-PPD dated 6th January 2023, the minimum service charges for Manpower Outsourcing Services have been fixed as 3.85%) and maximum 7%. Any quote of service charge below 3.85% or above 7% will be rejected.

## 10. Deliverables

The Agencies shall provide the required 100 Licensed Surveyors.

The Licensed Surveyor shall complete minimum 20 cases per month. A penalty will be levied on the Licensed Surveyor in case the performance is not satisfactory, or the cases submitted by the Licensed Surveyor are rejected by the Dy. SLR office or Department

### Boundary Demarcation

- 1 Measurement Case = 6 Sub-Divisions OR 10 Hect. Area

### Land Acquisition Measurement Case

- 1 Measurement Case = 3 Survey Numbers including their sub-divisions OR 8 Sub-divisions

### Non-Agricultural Measurement Case

- 1 Measurement Case = 8 Land Parcels

## 11. Timelines

### Duration of Project:

- The duration of the project is 2 years from the date of Work Order from the Department which can be extendable to further one year.
- The Agencies shall provide the CVs along with other required documents of all the proposed candidates to the Collector Jalna within 7 days of issue of Work Order.
- After evaluation by the Scrutiny Committee and face to face interview (if any), the shortlisted candidates list will be provided to the Agencies by the Department.
- The Agencies shall deploy the shortlisted resources for the 2 months training mentioned in the RFP document.
- After training, the successfully passed Licensed Surveyor will be deployed at the respective location decided by the Department and the same will be communicated to the Agencies at the later stage.

## 12. Payment Schedule

### 12.1. Payment Terms

- The service charge quoted by the Agencies in the Commercial Proposal including manpower salary and service charge and finalized after negotiation with the Department shall be payable to the Agencies after submission of proof of payment of wages paid to the manpower engaged, subject to statutory deductions and applicable penalty if any.
- Payment to the contracting agencies will be given after the successful completion of training by the Licensed Surveyors. i.e. Post 2 months of training and actual joining and reporting of Licensed Surveyor at respective Dy. SLR Office.

- iii. Payment to the Contracting agencies shall be done on the production of pre-receipted bill along with MPR (Monthly Performance Report) signed by concerned Department HOD/Authorized personnel of office of SC & DLR and proof of actual salary payments to the employees such as NEFT/RTGS transfer to Employees' bank accounts, TDS Certificate, and PF deposit Certificate.
- iv. The Successful Bidders shall be bound to pay INR 35,000 per month to each Licensed Surveyor who has completed the training, passed the examination and received the License from the Training Institute.
- v. Each deployed manpower on the project shall be entitled for 8 days of paid leave in a Calender year which would not be carried forward in next year.
- vi. For more than 8 paid leaves in a year, amount shall be deducted on pro rata basis from the Agencies' monthly billing.
- vii. The payment will be made on pro-rata basis whatever the amount comes after necessary deduction in terms of non-permissible absence of the provider personnel.
- viii. The leaves pre- approved by concerned authority of the Department shall be allowed to the deployed resources as per the prevailing statutory provisions. No salary / wage shall be paid to any resources for the days of unauthorized absence from duty.
- ix. Changes in various government taxes and surcharges levied by the Central and State Governments from time to time will be applicable to the Agencies and it will be mandatory to comply with the same.
- x. It will be the responsibility of the Agencies to make statutory deductions as per the labour law and other laws provided by the other government organizations and deposit them in the relevant department in time.
- xi. While providing the services, all matters related to the labour law have to be fulfilled and the responsibility of all types of liability in accordance with that will remain with the Successful Bidders.
- xii. The agencies shall pay the salaries to the resource by mode of e- payment directly in the account of the resource. The Agencies has to raise invoice with all supporting documents.
- xiii. No salary / wage shall be paid to any resources for the days of absence from duty.
- xiv. The Successful Bidder should have financial capacity to make 2 (two) months payment on his own. The salary to resources should be mandatorily paid on or before 5th of every month irrespective of getting the payment from the department.
- xv. The SC&DLR shall not be responsible for any damages, losses. Claims, financial or other injury to any person deployed by contracting Agencies in the course of their performing the functions/duties, or for payment towards any compensation.
- xvi. The Successful Bidder should provide the Goods and Services Tax number as well as the PAN card number to the SC&DLR office so that tax deduction and other ancillary matters can be facilitated during the invoice payment processing.

- xvii. The actual travelling expenses incurred by the deployed Licensed Surveyor for official duties (from Office location to land measurement site) shall be part of his / her salary.
- xviii. SC&DLR, (M.S.) shall not be responsible for any underpayment / wrong payment in respect of remuneration paid to the resources.
- xix. The Agencies shall cover its personnel for personal accident and death whilst performing the duty and the Department shall own no liability and obligation in this regard.
- xx. All the payments shall be made only in Indian National Rupee (INR).

## **13. General Terms and Condition**

### **13.1. General Terms and Condition**

1. The Agencies shall submit the service Invoices to the Collector Jalna office in triplicate enclosing the required documentation
2. The successful bidder should provide the Goods and Services Tax number as well as the PAN card number to the Collector Jalna office so that tax deduction and other ancillary matters can be facilitated during the invoice payment processing.
3. The Service provider shall cover its personnel for personal accident and death whilst performing the duty and the Department shall own no liability and obligation in this regard.
4. The Agencies / Service provider shall comply with all the applicable law and rules of the Government of India, Government of Maharashtra and the Local Bodies. The Service provider should at all times indemnify the Department against all claims, damages and compensations against the provision of applicable laws or any modification thereof or any other law relating thereto, and rules made hereunder from time to time. The Collector Jalna department will not own any responsibility in this regard. Any failure to comply with any of the above regulations or any deficiency in service will render this contract liable for immediate termination without any prior notice.

## **14. Service Level Agreement (SLA)**

### **14.1. Resource Assignment SLAs**

- i. The Agencies should share the CVs of all the required resources within 7 (Seven) working days from the date of approval from the department. A penalty of 500/- per day per resource will be applicable to the Agencies for non-compliance.
- ii. If any resource found guilty of misconduct or damaging department's IT equipment or any infrastructure, recovery shall be done from the Agencies as per discretion of the department.

### **14.2. Resource Replacement SLAs**

- i. If the department finds a resource (employee or contractor) provided by the Agencies to be inefficient or incapable of performing their duties satisfactorily, the Agencies is required to

replace that resource.

- ii. In case, any candidate leaves the firm due to any reason within two years from the issuance of the License, the Agencies should provide the replacement of the licensed surveyor within 2 days, else a penalty of INR 5,000 per day there after will be imposed on the Agencies. The maximum penalty will be 3 months' salary of resource i.e. INR 1,05,000/- which will be recovered from the Agencies and the same will be deducted during the processing of the Invoice.

### **14.3. SLA on Data Breach**

When a data leakage incident occurs, both the individual responsible (the "resource") and the Agencies can face significant consequences.

#### **1. Against the Individual (Resource)**

- Termination of Employment: The individual responsible will be fired or have the ircontract terminated.
- Legal Action: Depending on the severity, the individual could face civil lawsuits or criminal charges, which may result in fines or imprisonment.
- Professional Repercussions: The individual will face professional sanctions, such as losing certain certifications or being barred from working in certain industries.
- Reputation Damage: The individual's professional reputation may be severely damaged, impacting future employment opportunities.

#### **2. Against the Resourcing Agencies**

- Fines and Penalties: The department will impose significant fines and penalties on the Agencies as per the discretion of the Department.
- Legal Action: The Agencies could face lawsuits from the department as per the severity of the data breach.
- Contract Termination: Clients may choose to terminate their contracts with the Agencies and may blacklist the Agencies depending on the severity of the data breach.

## 15. Annexures

### 16.1 Annexure I – Bid Covering Letter

(To be submitted by the Bidder on the Company letter head)

To,

District Supritedent Of Land Record Jalna

2 nd Floor , Administrative Building of Collector Office Jalna,,Near Ambad Chowfuly Jalna, 431 203

Subject – Bid response to Request for Proposal (RFP) for Selection of Agencies for Licensed Surveyor for Settlement Commissioner & Director Land Records (M.S.)

Reference: Tender bearing no. <Tender no.> published on <Publication Date>

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Request for Proposal (RFP) for Selection of Agencies for Licensed Surveyor for Settlement Commissioner & Director Land Records (M.S.).

We attach hereto our responses to pre-qualification requirements, technical and commercial proposals as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to Department of Land Records, M.S., Jalna is true, accurate, verifiable, and complete. This response includes all information necessary to ensure that the statements therein do not, in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and agree to abide by this tender response for a period of 120 days from the date fixed for bid opening. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the RFP.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

We have read, and understood the content, T&C of this RFP. Through this letter, we certify our unconditional acceptance of the same and submit our bid response hereby.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

---

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone :

E-mail address :

Date :

## 16.2 Annexure II – Checklist for the documents to be included in the PQ

(To be submitted by the Bidder on the Company letterhead)

#	Pre-Qualification Criteria	Documents Required	Submitted (Yes/No)	Page No. in Bid
PQ 1	The Bidder should have made a payment of Rs. 10,000 (Rupees Ten Thousand Only) for the tender fees.	Proof of Tender fee payment		
PQ 2	The Bidder should have submitted an Earnest Money Deposit (EMD) of Rs. 35,00,000/- (Rupees Thirty-Five Lakh only)	Proof of EMD payment on the e-tendering portal.		
PQ3	The Bidder must be a registered company under the Indian Companies Act, 1956 / 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Proprietorship firm or Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008: <ul style="list-style-type: none"> <li>a. The company/firm should have been in operation for at least 5 years in India from the date of publish of RFP.</li> <li>b. No Joint Venture/Consortium is allowed for this tender.</li> </ul>	Proof for Certificate of Incorporation  And  Copy of PAN Card		
PQ4	Bidder should be either located in Maharashtra or having their offices/ branch offices in Maharashtra.	Proof of Address (Self Attested copy of Telephone bill/Electricity Bill/Property tax bill/Registered Rent		

Request for Proposal (RFP) for Selection of Agencies for Licensed Surveyor for District Superintendent of Land  
Record Jalna

#	Pre-Qualification Criteria	Documents Required	Submitted (Yes/No)	Page No. in Bid
		Deed / organization registration on the name of bidding organization - supporting the address at Maharashtra)		
PQ5	Average Annual Turnover of Bidder should be at least Rs. 30 Crore or more in last 3 financial years i.e., FY 2023-24, 2024-25 FY and FY 2025-26.	Audited Balance sheet and Profit & Loss account statement of the Bidder for the last 3 audited financial years (FY 2023-24, 2024-25 FY and FY 2025-26).  & Certificate duly signed by Statutory Auditor of the Bidder or Certified Chartered Accountant for last 3 financial years (FY 2023-24, 2024-25 FY and FY 2025-26)  (As per <a href="#">Annexure-IV</a> )		
PQ6	The bidder should be a profit (profit after tax) making company in last three financial years (FY 2023-24, 2024-25 FY and FY 2025-26)	Financial Audited balance sheets & Profit /loss statement, Statutory Auditor's Report, Notes to Accounts and Schedules forming part of accounts to be submitted.  & Certificate duly signed by Statutory Auditor of the Bidder or Certified		

Request for Proposal (RFP) for Selection of Agencies for Licensed Surveyor for District Superintendent of Land  
Record Jalna

#	Pre-Qualification Criteria	Documents Required	Submitted (Yes/No)	Page No. in Bid
		Chartered Accountant as per Annexure-IV		
PQ7	Bidders should not be declared blacklisted or ineligible by any Central or State Government / Urban Local Bodies / Government Departments / Public Sector Undertaking in India due to unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices in last 5 years as on date of bid publish.	Self-Declaration from the authorised signatory of the bidder.  (Refer <a href="#">Annexure VI</a> )		
PQ8	Project Experience as explained below in providing manpower services in GIS mapping / On-field GIS Survey / Experience in CAD Services / remote sensing, spatial data analysis, land surveying, environmental mapping, and integration of geospatial data with CAD and GIS platforms for Central / State Government / Urban Local Bodies / Government Departments / Public Sector Undertakings / any Government Body / Government Organization / Government Institution in India in the last 5 years from bid publication date  Explanation: One project means any of the following	Copy of Letter of Intent / Work Order/ Agreement mentioning the company name, client name, project value, start date and end date, scope of service.  (Document as per <a href="#">Annexure V</a> )		

#	Pre-Qualification Criteria	Documents Required	Submitted (Yes/No)	Page No. in Bid
	<p>Min. 1 Project worth more than 1.5 crore</p> <p>OR</p> <p>Min. 2 Projects worth more than 1 crore</p> <p>OR</p> <p>Min. 3 Projects worth more than 75 Lakh</p> <p>OR</p> <p>Cumulative project value of 1.5 Crore or more with minimum project value of 75 Lakh and more</p>			
PQ9	The bidder must submit the Power of Attorney to specify an individual who will be authorized for legal and financial matters for this RFP	Power of Attorney by the Company for its authorized representative on the Company Letterhead  (Refer <a href="#">Annexure XIII</a> )		
PQ10	Bidder should not have withdrawn from similar government projects and should not have any contract termination from similar project with Central or State Government / Urban Local Bodies / Government Departments / Public Sector Undertaking in India	Self-declaration by the bidder on company letter head duly signed by authorized signatory.  (Refer <a href="#">Annexure VII</a> )		
PQ11	Bidder should have Goods Service Tax number Registration, as applicable and	Copy of GST Registration Certificate		

#	Pre-Qualification Criteria	Documents Required	Submitted (Yes/No)	Page No. in Bid
	other such necessary trade / business registrations			
PQ12	The Bidder should have staff strength of minimum 100 manpower (On Ground GIS Surveyor) on their payroll related to conducting Survey and related work	Letter on Company's Letterhead signed by authorized representative on the Company Letterhead (as per <a href="#">Annexure XIII</a> )		
Annexure I	Bid Covering Letter			
Annexure II	Checklist for the documents to be included in the PQ			
Annexure III	Format to share Bidder's Particulars			
Annexure VIII	Format for Commercial Bid Cover Letter			
Annexure XIV	Undertaking for Compliance with Labour Codes			
Annexure XVI	Data Security Declaration			
Annexure XVII	Declaration regarding Compliance with Digital Personal Data Protection Act, 2023			
Annexure XVIII	Declaration regarding Compliance with Maharashtra State Data Policy Act, 2024			
Annexure XIX	Declaration regarding Damage or Theft of Machinery			

Signature of Authorized Signatory (with official seal)

Name :  
Designation :  
Address :  
Telephone :  
E-mail address :  
Date :

### 16.3 Annexure III – Format to share Bidder's Particulars

(To be submitted by the Bidder on the Company letterhead)

#	Description	Details (to be filled by the bidder to the RFP)
1.	Name of the company	
2.	Official address	
3.	Phone No.	
4.	Corporate Headquarters Address	
5.	Type of Organization (Pvt. Ltd/ Public Ltd/ Proprietary etc.)	
6.	Company Website URL	
7.	Details of Company's Registration (Please enclose copy of the company registration document)	
8.	Name of Registration Authority	
9.	Registration Number and Year of Registration	
10.	GST registration No.(with document evidence)	
11.	Service Tax Registration No.	
12.	Permanent Account Number (PAN)	
13.	Company's Revenue for last 3 years (Year wise)	
14.	Company's Profitability for the last 3 years (Year wise)	
15.	Average Turnover for last three years (CA certified audited Statements to be submitted in company letter head with	

	signature of authorized signatory)	
<b>16.</b>	Copy of Presentation as per Technical Qualification Criteria	

Please submit the relevant proofs for all the details mentioned above along with your Bid response.

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
<b>Name</b>		
<b>Title</b>		
<b>Company Address</b>		
<b>Phone</b>		
<b>Mobile</b>		
<b>E-mail</b>		

#### 16.4 Annexure IV –Bidders overall turnover, net-worth over last 3 FY

<On the letterhead of the Chartered Accountant >

<To be submitted along with Audited Financial Statements>

To,

District Supritednt Of Land Record Jalna

2 nd Floor , Administrative Building of Collector Office Jalna,,Near Ambad Chowfuly Jalna, 431 203

Respected Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document with tender number <Tender no.> published on <Publication Date>, for Request for Proposal (RFP) for Selection of Agencies for Licensed Surveyor for Settlement Commissioner & Director Land Records (M.S.).

I have examined the books of accounts and other relevant records of <<Bidder Name>>. On the basis of such examination and according to the information and explanation given to us, and to the best of our knowledge & belief, we hereby certify that the annual turnover, Profit before Tax and Profit after tax for the three years i.e.

#	Details	FY 2022-23 (In Crores)	FY 2023-24 (In Crores)	FY 2024-25 (In Crores)
<b>1</b>	Annual Turnover			
<b>2</b>	Profit Before Tax			
<b>3</b>	Profit After Tax			

<b>4</b>	Average Annual Turnover	
		(Signature of the Chartered Accountant)

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

\_\_\_\_\_

Signature of Authorized Signatory of CA Firm (with official seal)

Name :

Designation :

Address :

Telephone :

E-mail address :

Date :

### 16.5 Annexure V – Project Experience Criteria

(To be submitted by the Bidder on company letterhead as per the Documents Required in PQ/TQ  
Criteria)

To,

Collector Jalna

Respected Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document with tender number <Tender no.> published on <Publication Date> for Selection of Agencies for Licensed Surveyor for Collector Jalna

I hereby declare that below are the details regarding relevant work that has been taken up by our company.

NOTE: To be filled for all the projects undertaken (Create new rows as per project list)

Project Summary Details									
Sr. No.	Name of Project	Name of Client	Start Date	End Date	Project Value	LOI / Work Order / Contract Date	Scope / of Service		

Request for Proposal (RFP) for Selection of Agencies for Licensed Surveyor for District Superintendent of Land  
Record Jalna


**NOTE: To be filled for separately for each project undertaken**

Name of the Project	
<b>General Information</b>	
Client for which the project was executed	
Name of the client contact person(s)	
Designation of client contact person(s)	
Contact details of the client contact person(s)	
<b>Project Details</b>	
Description of the project	
Location	
Deliverables of the Bidder	
Outcomes of the project	
<b>Other Details</b>	
Total cost of the project	
Total cost of the services provided by the Bidder	
Duration of the project (number of months, start date, completion date, current status)	
Other Relevant Information	
Mandatory Supporting Documents attached in the Bid (Work order / Purchase order / Contract for the project/ Client Certificate giving present status of the project and view of the quality of services by the Bidder)	

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

\_\_\_\_\_

Signature of Authorized Signatory (with official seal)

Name :

Request for Proposal (RFP) for Selection of Agencies for Licensed Surveyor for District Superintendent of Land  
Record Jalna

Designation :

Address :

Telephone :

E-mail address :

Date :

## 16.6 Annexure VI – Format for No Blacklisting

(To be submitted by the Bidder as per the Documents Required in PQ/TQ Criteria)

To,

Collector Jalna

Respected Sir,

In response to the Tender Ref. No. \_\_\_\_\_ dated  
\_\_\_\_\_ for Request for Proposal (RFP) for Selection of Agencies for Licensed Surveyor for  
Collector Jalna

as an owner/ partner/ Director of \_\_\_\_\_, I/ We hereby declare that presently  
our Company/ firm \_\_\_\_\_ is having unblemished record and is not declared ineligible  
for corrupt and fraudulent practices either indefinitely or for a particular period of time by any Central  
or State Government / Urban Local Bodies / Government Departments / Public Sector Undertaking in  
India.

We further declare that presently our Company/ firm \_\_\_\_\_ is not blacklisted and not  
declared ineligible for reasons other than corrupt and fraudulent practices by any Central or State  
Government / Urban Local Bodies / Government Departments / Public Sector Undertaking in India on  
the date of Bid Submission.

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 tender if any to the extent accepted may be cancelled.

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

\_\_\_\_\_

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone :

E-mail address :

Date :

### 16.7 Annexure VII – Format for No Withdrawal from projects

(To be submitted by the Bidder on the Company letterhead, as per the PQ criteria)

To,  
Collector Jalna

Respected Sir,

In response to the Tender Ref. No. \_\_\_\_\_ dated  
\_\_\_\_\_ for Selection of Agencies for Licensed Surveyor for Collector Jalna

,as an owner/ partner/ Director of \_\_\_\_\_, I/We hereby declare that we as a  
company have not withdrawn from similar government projects or terminated contract for similar  
project with Government entities (State Govt./Central Govt./ULBs/ other govt.).

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 tender if any to the extent accepted may be cancelled.

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

\_\_\_\_\_

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone :

E-mail address :

Date :

## **16.8 Annexure VIII – Format for Commercial Bid Cover Letter**

(To be submitted by the Bidder on the Company letterhead and each page to be signed by the authorized signatory)

To,

Collector Jalna

Subject – Commercial Proposal in response to Request for Proposal (RFP) for Selection of Agencies for Licensed Surveyor for Collector Jalna

Reference: Tender bearing no. <Tender no.> published on <Publication Date>

Respected Sir,

I, the undersigned, having read and examined in detail all the bidding documents in respect of “Request for Proposal (RFP) for Selection of Agencies for Licensed Surveyor for Settlement Commissioner & Director Land Records (M.S.)” do hereby propose to provide services as specified in the RFP referred above.

### **1. PRICE AND VALIDITY**

- All the prices mentioned in our bid proposal are in accordance with the terms as specified in the RFP. All the prices and other terms and conditions of this RFP are valid for a period of 120 days from the date of opening of the tender.
- I hereby confirm that our tender prices excluding all taxes. Taxes are quoted separately under relevant sections, as specified in the RFP formats.
- I have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.

### **2. PROJECT COSTS**

I have indicated in the relevant schedules enclosed, the project costs for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

### **3. DEVIATIONS**

I declare that all the services shall be performed strictly in accordance with the RFP documents and there are no deviations, irrespective of whatever has been stated to the contrary anywhere else in our bid.

### **4. QUALIFYING DATA**

I confirm having submitted the information as required in this RFP and subsequent documents (if any). In case you require any other further information/documentary proof in this regard before evaluation of our bid proposal, I agree to furnish the same in time to your satisfaction.

5. BID PRICE

I declare that our Bid Price is for the entire scope of the work as specified in the RFP document. These prices are indicated in the subsequent documents as per the format in [Annexure IX](#).

6. CONTRACT PERFORMANCE GUARANTEE BOND

I hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in the RFP.

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

I understand that our bid proposal is binding on our company and that the Department of Land Records is not bound to accept any proposal submitted. I confirm that no technical deviations are attached here with this commercial offer.

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

---

Signature of Authorized Signatory (with official seal)

Name :  
Designation :  
Address :  
Telephone :  
E-mail address :  
Date :

## 16.9 Annexure IX – Format for Commercial Proposal and Instructions

(To be submitted by the Bidder in the BoQexcel-sheet or commercial bid excel-sheet available on  
tendering – **DO NOT INCLUDE this with the Technical BID**)

Validate		Print		Help		<b>Percentage BoQ</b>	
Tender Inviting Authority: Settlement Commissioner and Director of Land Records Maharashtra State, Pune							
Name of Work: Request for Proposal (RFP) for Selection of Agency for Licensed Surveyor for Settlement Commissioner & Director Land Records (M.S.)							
Contract No:							
Name of the Bidder/ Bidding Firm / Company :							
<b>PRICE SCHEDULE</b>							
(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	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words	
1	Payment of Licensed Surveyor per month	1.00	Nos	35000.00	35000.00	INR Thirty Five Thousand & Paise Zero Only	
<b>Total in Figures</b>					<b>35000.00</b>	INR Thirty Five Thousand & Paise Zero Only	
<b>Quoted Rate in Figures</b>			<b>Select</b>		<b>0.00</b>	INR Zero Only	
<b>Quoted Rate in Words</b>		<b>INR Zero Only</b>					

### Note:

1. Payments shall be made by the Agencies as per the terms and conditions of the Tender Documents.
2. Change in number of Licensed Surveyor may be introduced in the contract as per the need without changing the rate and terms and conditions of the contract.
3. Agencies will account for all Out-of-Pocket expenses due to Boarding, Lodging and other related items. No additional/separate payment shall be made regarding the same, by the Department.
4. The Contract Price shall be firm and not subject to any alteration.
5. No column has been left blank otherwise our bid shall be rejected.
6. All the prices are entered in Indian Rupees Only.
7. Prices indicated in the schedules are exclusive of GST & including of all other taxes, Levies, duties etc.
8. During the payment stage, Department reserves the right to ask to submit proof of payment against any of the taxes, duties, levies indicated.

### 16.10 Annexure X – Format for Submission of Pre-Bid Queries

All enquiries from the bidders relating to this RFP must be submitted on **email ID in PDF & Excel both formats**(mentioned in the Section 2 - Schedule) in the following format:

- **Name of Bidder:**
- **Name and position of person submitting queries:**
- **Full formal address of the organization including phone and email id:**

To be submitted in PDF & Excel both format

#	RFP Document Reference (Section No., Page No.)	Content of the RFP requiring clarification	Clarification Sought
1			
2			

### 16.11 Annexure XI– Draft Format for Performance Bank Guarantee

(To be given by a Nationalized or a Scheduled Bank Only after LOI/WO)

Tender No. \_\_\_\_\_

Date: /04/2026

To,

Collector Jalna

The <Name of the Company>who has applied for seeking a Performance Bank Guarantee to be submitted as part of the tender under reference, is hereby given on <Name of the company> request which is follows:

Bank Guarantee No. \_\_\_\_\_ against Contract vide advance acceptance of the tender No. \_\_\_\_\_ dated \_\_\_\_\_ of the Department of Land Records (hereinafter called "the Department") covering the \_\_\_\_\_ (Hereinafter called "The Said Contract") entered into between the Department and<Name of the Company>(Hereinafter called the "Selected Bidder").

This is to certify that at the request of the tendering authority we<Name of the Bank> are holding in trust in favor of our client i.e.,<Name of the Company> the amount Rs. (Number & Sum in words also) to indemnify and keep indemnified the Department against any loss or damage that may be caused to or suffered by the Department by reason of the said Contract and/or in the performance thereof.

We agree that the decision of the Department, whether any breach of any of the terms and conditions of the said contract and / or in the performance there of has been committed by the selected bidder and the amount of loss or damage that has been caused or suffered by the Department shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Department.

We,<Name of the Bank> further agree that the guarantee herein contained shall remain in full force and effect during the period that could be taken for satisfactory performance and fulfilment in all respects of the said Contract by Department i.e., till hereinafter called the "Expiry Date of the Contract." and that if any claim accrues or arises against us by virtue of this guarantee before the said date, the same shall be enforceable against us <Name of the Bank> by the Department before the said date. Payment under this letter of guarantee shall be made promptly upon your receipt of notice to that effect from the Department.

It is fully understood that this guarantee is effective from the date of the said Contract & valid for 2 years in total and that we <Name of the Bank> undertake not to revoke this guarantee during its currency without the consent in writing of the Department.

We <Name of the Bank> undertake to pay the Department any money so demanded notwithstanding any dispute or disputes raised by the Selected Bidder in any suit or proceeding pending before any Court or Tribunal in relation thereto our liability under this present bond being absolute and unequivocal. The payment so made by <Name of the Bank> under this bond shall be a valid discharge of our liability for payment there under and the Selected Bidder shall have no claim against us for making such payment.

We <Name of the Bank> further agree that the Department shall have the fullest liberty, without affecting in any manner or obligation here under to vary any of the terms and conditions of that said Contract or to extend time of performance by the Selected Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Department against the said tender and to forebear or enforce any of the terms and conditions relating to the said Contract and we, <Name of the Bank> shall not be released from our liability under this guarantee by reason of any such variations or extension being granted to the said forbearance and / or omission on the part of the Department or any other matter or thing whatsoever, which under the law relating to sureties, would but for this provisions have the effect of so releasing us from our liability under this guarantee.

The guarantee is for an amount of Rs. (In words & figures). This guarantee shall not be discharged due to the change in the constitution of the Bank or the tendering authority.

DATE:

PLACE:

NAME OF THE 1<sup>st</sup> WITNESS WITH SIGNATURE:

DESIGNATION:

.....

(BANK OFFICER'S SIGNATURE AND STAMP/SEAL)

DATE:

PLACE:

NAME OF THE 2<sup>nd</sup> WITNESS WITH SIGNATURE:

DESIGNATION:

.....

(BANK OFFICER'S SIGNATURE AND STAMP/SEAL)

## 16.12 Annexure XII – Power of Attorney

(To be submitted on the bidder's letterhead)

To,

Collector Jalna

Subject – Power of attorney in response to Request for Proposal (RFP) for Selection of Agencies for Licensed Surveyor for Collector Jalna

Reference: Tender bearing no. <Tender no.> published on <Publication Date>

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife and presently residing at....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for "**Request for Proposal (RFP) for Selection of Agencies for Licensed Surveyor for Collector Jalna**" including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

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

For.....

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted

.....

(Signature, name, designation and address of the Attorney)

Request for Proposal (RFP) for Selection of Agencies for Licensed Surveyor for District Superintendent of Land  
Record Jalna

### 16.13 Annexure XIII – Format for Payroll Employees

(To be submitted by the Bidder on the Company letterhead signed by the authorized signatory, as required in PQ/TQ criteria)

To,

Collector Jalna

Respected Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document with tender number <Tender no.> published on <Publication Date>, for Request for Proposal (RFP) for Selection of Agencies for Licensed Surveyor for Settlement Commissioner & Director Land Records (M.S.).

I hereby declare that my company <Company Name> has <number of fulltime employee> staff involved in Survey as on <bid submission date>. Details of the employees are:

#	Resource Category / Designation	Number of Full Time Resources (For each resource category) as on bid submission date
1		
2		
...		

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

\_\_\_\_\_

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone :

E-mail address :

Date :

## 16.14 Annexure XIV – Undertaking for Compliance with Labour Codes

[On Bidder's Letter head]

To,

Collector Jalna

Subject: Undertaking for Compliance with Labour Codes

We, [Name of the Bidder], having our registered office at [Address], hereby undertake the following:

1. We have read and understood the provisions of the following Labour Codes notified by the Government of India:
  - Code on Wages, 2019
  - Industrial Relations Code, 2020
  - Code on Social Security, 2020
  - Occupational Safety, Health and Working Conditions Code, 2020
2. We confirm that, if selected, we shall strictly comply with all applicable provisions of these Labour Codes while deploying Licensed Surveyors and any other personnel under the contract.
3. We undertake to:
  - Issue formal appointment letters to all deployed personnel.
  - Ensure payment of minimum wages and timely disbursement.
  - Provide social security benefits (PF, ESIC, insurance) as per statutory norms.
  - Maintain digital compliance records and submit periodic compliance reports to the Client Department.
4. We further confirm that we are registered under:
  - EPF Registration No.: \_\_\_\_\_
  - ESIC Registration No.: \_\_\_\_\_
  - Other statutory registrations (if any): \_\_\_\_\_
5. We agree to provide copies of the above registrations and any other supporting documentation at the time of bid submission and whenever required during the contract period.

6. We understand that non-compliance with these provisions shall constitute a material breach of contract and may result in penalties or termination.

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone :

E-mail address :

Date :

## 16.15 Annexure XV - Draft Format for Non-Disclosure Agreement

This Non-Disclosure Agreement (hereinafter called "NDA") is made and entered into \_\_\_\_\_ day of \_\_\_\_\_<month> \_\_\_\_\_ <year> (effective date) by and between the Department of Land Records (hereinafter called "the Department" or "Department") and \_\_\_\_\_<Name of the Company> (hereinafter called "Company").

Whereas, the Department and Company have entered into an NDA \_\_\_\_\_ effective \_\_\_\_\_ (effective date) for \_\_\_\_\_ (Duration); and Whereas, each party desires to disclose to the other party certain information, data, documents etc. in oral or written form which is proprietary and confidential to the disclosing party, (hereinafter called "CONFIDENTIAL INFORMATION"). NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

### 1. Definitions (As used herein):

(a) The term "Confidential Information" shall include, without limitation, all information, and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party's data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department's Information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.

(b) The term, "Department" shall include the officers, employees, agents, consultants, contractors, and other representatives of Department.

(c) The term, "Company" shall include the directors, officers, employees, agents, consultants, contractors, Licensed Surveyors provided to the Department and other representatives of Company, including its applicable affiliates and subsidiary companies.

### 2. Protection of Confidential Information

With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

(a) Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein:

(b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information than the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients:

(c) Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Proposals developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express

demand from Department to do so.

(d) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and

(e) Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records, and reproductions thereof) immediately upon the earlier to occur of

(i) expiration or termination of either party's engagement in the Project, or

(ii) the request of the other party, therefore.

(f) Not to discuss with any member of public, media, press, any, or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.

### **3. Onus**

Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the following exceptions.

### **4. Exceptions**

These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:

(a) Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or

(b) After it has become generally available to the public without breach of this Agreement by Company; or

(c) Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or

(d) Which Department agrees in writing is free of such restrictions.

(e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information.

## **5. Remedies**

Company acknowledges that:

(a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department;

(b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and

(c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition, Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.

## **6. Need to Know**

Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.

## **7. Intellectual Property Rights Protection**

No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.

## **8. No Conflict**

The parties represent and warrant that the performance of its obligations hereunder does not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.

## **9. Authority**

The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.

## **10. Dispute Resolution**

If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation, or alleged breach of any provision of this Agreement, any such dispute shall be referred to the Settlement Commissioner and Director, Land Records, M.S., Pune.

(a) The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.

(b) The place of arbitration shall be Pune.

(c) The arbitrator's award shall be substantiated in writing and binding on the parties.

(d) The proceedings of arbitration shall be conducted in English language.

(e) The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.

#### **11. Governing Law**

This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Mumbai, India only.

#### **12. Entire Agreement**

This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof.

#### **13. Amendments**

No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

#### **14. Binding Agreement**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

#### **15. Severability**

It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

#### **16. Waiver**

If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

**17. Survival**

Both parties agree that all their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.

**18. non-solicitation**

During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.

**19. Term**

Subject to aforesaid section 17, this Agreement shall remain valid for 2 years from the "effective date".

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Department,  <hr/>	For Company,  <hr/>
Title: Name: Designation: Mobile No:	Title: Name: Designation: Mobile No:

Witnesses 1:

Request for Proposal (RFP) for Selection of Agencies for Licensed Surveyor for District Superintendent of Land  
Record Jalna

Signature:

Title:

Name:

Designation:

Mobile No:

Witnesses 2:

Signature:

Title:

Name:

Designation:

Mobile No:

### 16.16 Annexure XVI - Format for Data Security Declaration

To,

Collector Jalna

Subject – Data Security Certificate in response to Request for Proposal (RFP) for Selection of Agencies for Licensed Surveyor for Collector Jalna

Reference: Tender bearing no. <Tender no.> published on <Publication Date>

I / We hereby certify that the Office of Collector Jalna shall have absolute right on the digital data and output products processed / produced by me / us / Licensed Surveyor provided by us to the Collector Jalna I / We / Licensed Surveyor provided by us to the SCDLR shall be responsible for security / safe custody of data during processing. I / We also certify that the data will not be taken out of the building premises on any media by any means by me/us/ Licensed Surveyor provided by us to the Collector Jalna or any other person deployed by me/us. The original input data supplied to me / us by the Office of Collector Jalna or digital data and output products processed / produced from input data will not be passed on to any other Agencies or individual other than the authorized person of Collector Jalna I / We / Licensed Surveyor provided by us to the Collector Jalna shall abide by all security and general instructions issued by Collector Jalna or a person authorized by Collector Jalna from time to time.

I / We also agree that any data pertaining to Collector Jalna will be handed over / removed (as the case maybe) from my / our possession in the presence of person(s) authorized by Collector Jalna after completion of the task.

Yours Sincerely,

---

Signature by Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone :

E-mail :

Date :

## 16.17 Annexure XVII - Format for Declaration regarding Compliance with Digital Personal Data Protection Act, 2023

To,

Collector Jalna

Subject: **Undertaking for Compliance with the Digital Personal Data Protection Act, 2023 (DPDP Act)**

Reference: Tender bearing no. <Tender no.> published on <Publication Date>

We, **[Name of Bidder/Company]**, having our registered office at **[Address]**, hereby submit this undertaking in connection with our bid for **[Tender Name/Number]**.

### 1. Compliance with DPDP Act

- We confirm that we are fully aware of the provisions of the **Digital Personal Data Protection Act, 2023** and undertake to comply with all applicable requirements under the Act while executing the contract.
- We shall ensure lawful, fair, and transparent processing of personal data, and shall collect, store, use, and share such data strictly in accordance with the Act.

### 2. Data Protection & Security

- We undertake to implement appropriate technical and organizational measures to safeguard personal data against unauthorized access, disclosure, alteration, or destruction.
- We shall promptly notify the tendering authority of any personal data breach, as per the obligations under the Act.

### 3. Purpose Limitation & Data Minimization

- We shall process personal data only for the purposes directly related to the performance of the contract and shall not use such data for any unrelated or unauthorized purposes.
- We shall retain personal data only for the period necessary to fulfil contractual obligations or as required under applicable law.

### 4. Accountability & Cooperation

- We agree to cooperate with the Department in ensuring compliance with the DPDP Act, including responding to any data subject requests or regulatory inquiries.
- We shall indemnify the Department against any claims, penalties, or liabilities arising from our non-compliance with the DPDP Act.

We hereby declare that the above statements are true and correct to the best of our knowledge and belief.

Yours Sincerely,

---

Signature by Authorized Signatory (with official seal)

Name :  
Designation :  
Address :  
Telephone :  
E-mail :  
Date :

## **16.18 Annexure XVIII - Format for Declaration regarding Compliance with Maharashtra State Data Policy Act, 2024**

To,

Collector Jalna

Subject: **Undertaking for Compliance with Maharashtra State Data Policy Act, 2024 (MSDP Act 2024)**

Reference: Tender bearing no. <Tender no.> published on <Publication Date>

I/We, the undersigned, hereby declare and confirm that I/we have read, understood, and agree to comply with the provisions of the Maharashtra State Data Policy 2024 (MSDP-2024) issued by the Government of Maharashtra.

### **Data Handling & Security**

I/We shall ensure that all data generated, collected, processed, or shared under this contract is handled strictly in accordance with the principles of data security, privacy, transparency, and accountability as mandated under MSDP-2024.

I/We shall adopt appropriate technical and organizational measures to prevent unauthorized access, disclosure, alteration, or destruction of data.

### **Ownership & Usage Rights**

All data created or collected during the execution of this contract shall remain the property of the SCDLR.

I/We shall not use, disclose, or share such data with any third party without prior written approval of the SCDLR.

### **Compliance with State Data Authority**

I/We shall cooperate with the State Data Authority established under MSDP-2024 and follow directions issued by the Chief Data Officer or other designated authorities.

### **Third Party Claims**

I/We shall indemnify and hold harmless the Collector Jalna against any third-party claims arising out of misuse, unauthorized disclosure, or infringement of data rights.

**Survival of Obligations**

The obligations under this declaration shall survive the completion, expiry, or termination of the contract.

Yours Sincerely,

---

Signature by Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone :

E-mail :

Date :

## 16.19 Annexure XIX - Format for Declaration regarding Damage or Theft of Machinery

To,

Collector Jalna

Subject: **Undertaking for Responsibility in Case of Damage or Theft of Machinery**

Reference: Tender bearing no. <Tender no.> published on <Publication Date>

We, **[Name of Bidder/Company]**, having our registered office at **[Address]**, hereby submit this undertaking in connection with our bid for **[Tender Name/Number]**.

### 1. Responsibility for Machinery

- We acknowledge that all machinery, equipment, and tools provided or deployed for execution of the contract are valuable assets.
- We undertake full responsibility for the safe custody, proper usage, and maintenance of such machinery during the contract period.

### 2. Damage to Machinery

- In the event of any damage to the machinery, whether due to negligence, mishandling, or any other cause attributable to us or our personnel, we shall bear the cost of repair or replacement as determined by the Department.

### 3. Theft of Machinery

- In case of theft, loss, or misappropriation of machinery while under our custody or control, we undertake to immediately report the incident to the Department and relevant authorities.
- We further agree to compensate or replace the machinery as per the directions of the Department.

### 4. Indemnification

- We shall indemnify and hold harmless the Department against any financial loss, claims, or liabilities arising out of damage or theft of machinery attributable to us.

We hereby declare that the above undertaking is true and binding on us and shall remain in force throughout the contract period.

Yours Sincerely,

---

Signature by Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone :

E-mail :

Date :

**16.20 Annexure XX – Notification issued by Revenue and Forest Department  
dated 10th October 2025**

RNI No. MAHBIL /2009/37831



**महाराष्ट्र शासन राजपत्र  
असाधारण भाग चार-ब**

वर्ष ११, अंक १४७(३)]

शुक्रवार, ऑक्टोबर १०, २०२५/आश्विन १८, शके १९४७

[पृष्ठ २, किंमत : रुपये १.००

असाधारण क्रमांक ३७९

प्राधिकृत प्रकाशन

महाराष्ट्र शासनाने महाराष्ट्र अधिनियमान्वये तयार केलेले  
(भाग एक, एक-अ आणि एक-ल यांमध्ये प्रसिद्ध केलेले नियम व आदेश यांव्यतिरिक्त) नियम व आदेश.

महसूल व वन विभाग

मादाम कामा मार्ग, हुतात्मा राजगुरू चौक, मंत्रालय, मुंबई ४०० ०३२,  
दिनांक १० ऑक्टोबर, २०२५.

अधिसूचना

महाराष्ट्र जमीन महसूल संहिता, १९६६.

क्रमांक राभूअ-२०२१/प्र.क्र.२१/भूमापन (ल-१).— महाराष्ट्र जमीन महसूल संहिता, १९६६ (१९६६ चा महा. ४१) याच्या कलम ३२८ च्या पोट-कलम (२) चे खंड (त्रेचाळीस), (चव्वेचाळीस), (पंचेचाळीस), (सेहचाळीस) आणि (त्रेसष्ट) याद्वारे प्रदान केलेल्या अधिकारांचा आणि त्याबाबतीत त्यास समर्थ करणाऱ्या इतर सर्व अधिकारांचा वापर करून, महाराष्ट्र शासन, याद्वारे, उक्त संहितेच्या कलम ३२९ च्या पोट-कलम (१) द्वारे आवश्यक असल्याप्रमाणे यापूर्वी प्रसिद्ध करण्यात आलेले, महाराष्ट्र जमीन महसूल (सीमा व सीमाचिन्हे) नियम, १९६९ यात आणखी सुधारणा करण्यासाठी पुढील नियम करीत आहे:-

१. या नियमांस, महाराष्ट्र जमीन महसूल (सीमा व सीमाचिन्हे) (सुधारणा) नियम, २०२५, असे म्हणावे.

२. महाराष्ट्र जमीन महसूल (सीमा व सीमाचिन्हे) नियम, १९६९ याच्या नियम १३ मध्ये, पोट-नियम (३) मधील, "जिल्हा निरीक्षक" या मजकुरानंतर, "किंवा वेळोवेळी सुधारणा केल्याप्रमाणे, शासन निर्णय, महसूल व वन विभाग, क्रमांक. मजसं - १००९/१७७१/प्र.क्र.२८६/ल-१, दिनांक ०३ ऑक्टोबर, २०११ अन्वये मान्यता दिलेला परवानाधारक भूमापक" हा मजकूर समाविष्ट करण्यात येईल

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

संजय बनकर,  
शासनाचे सह सचिव.

(१)

भाग चार-ब-३७९-१

२

महाराष्ट्र शासन राजपत्र असाधारण भाग चार-ब, ऑक्टोबर १०, २०२५/आश्विन १८, शके १९४७

**REVENUE AND FORESTS DEPARTMENT**

Mantralaya, Madam Cama Road, Hutatma Rajguru Chowk,  
Mumbai 400 032, dated the 10th October, 2025.

**NOTIFICATION**

MAHARASHTRA LAND REVENUE CODE, 1966.

No.Rabhua-2021/C.R. No.21/Bhumapan (L-1).—In exercise of the powers conferred by clauses (xliii), (xliv), (xlv), (xlvi) and (lxiii) of sub-section (2) of section 328 of the Maharashtra Land Revenue Code, 1966 (Mah. XLI of 1966) and of all other powers enabling it in that behalf, the Government of Maharashtra hereby makes the following rules further to amend the Maharashtra Land Revenue (Boundaries and Boundary Marks) Rules, 1969, the same having been previously published as required by sub-section (1) of section 329 of the said Code namely: -

1. These rules may be called the Maharashtra Land Revenue (Boundaries and Boundary Marks) (Amendment) Rules, 2025.

2. In rule 13 of the Maharashtra Land Revenue (Boundaries and Boundary Marks) Rules, 1969, in sub-rule (3), after the words "District Inspector," the words "or Licensed Surveyor approved as per the Government Resolution, Revenue and Forests Department No. MJS.1009/1771/C.R.286/L-1, dated the 3rd October 2011, as amended, from time to time" shall be inserted.

By order and in the name of the Governor of Maharashtra,

SANJAY BANKAR,  
Joint Secretary to Government.

## 16.21 Annexure XXI – Format for License Surveyor Certificate



Office of Settlement Commissioner and  
Director of Land Records, Revenue Department,  
Government of Maharashtra

### LICENSED SURVEYOR CERTIFICATE

(Issued as per GR No. MaJaSa 1009/1771/Pra. Kra. 286/L-1 dated 03 October 2011)

#### 1. Certificate Details

- Certificate No.: \_\_\_\_\_  
Date: \_\_\_ / \_\_\_ / \_\_\_\_  
Issuing Office: Office of the \_\_\_\_\_ District Land Records Officer (DLRO)

#### 2. Applicant Details

- Name of Applicant: \_\_\_\_\_  
Father's / Guardian's Name: \_\_\_\_\_  
Address: \_\_\_\_\_

#### 3. Training & Assessment Details

- The applicant has successfully completed the Licensed Surveyor Training Programme conducted by the Settlement Commissioner and Director of Land Records (M.S.).
- Training Period: From \_\_\_ / \_\_\_ / \_\_\_\_ to \_\_\_ / \_\_\_ / \_\_\_\_  
Training Centre: \_\_\_\_\_
- Assessments Passed:
  - Theory Examination
  - Practical Survey Examination
  - Field Work Evaluation
  - Instrument Handling Proficiency
  - Legal & Revenue Act Knowledge Test

#### 4. License Grant

- LICENSED SURVEYOR  
(For Land Surveying & Demarcation Work)
- License Number: \_\_\_\_\_  
Valid For: District / Taluka / State  
**Location:**  
Validity Period: From \_\_\_ / \_\_\_ / \_\_\_\_ to \_\_\_ / \_\_\_ / \_\_\_\_

1



Office of Settlement Commissioner and  
Director of Land Records, Revenue Department,  
Government of Maharashtra

---

**5. Authorized Activities**

- Land Survey
  - Boundary Demarcation
  - Plot Subdivision
  - Measurement for Mutation
  - Preparation of Survey Sketches
  - Encroachment Reporting
- 

**6. Conditions of License**

- Follow rules under the Survey & Land Records Manual.
  - Maintain and calibrate instruments.
  - Work with accuracy and integrity.
  - Misconduct may lead to license cancellation.
  - Use only approved survey methods.
  - Submit survey records when required.
- 

**7. Issuing Authority**

(Signature & Seal)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_ / \_\_\_ / \_\_\_\_\_

**16.22 Annexure XXII – Format for Undertaking regarding any claim, right, preference etc. over any job / regular employment with Department**

**UNDERTAKING BY SURVEYOR**

I, \_\_\_\_\_ (Name of Resource), son/daughter of \_\_\_\_\_, presently deployed through \_\_\_\_\_ (Name of Agency) in the Department "Settlement Commissioner and Director of Land Records (M.S.)", do hereby solemnly affirm and declare as under:

1. That I am engaged purely on a **contractual basis** through the said Agency.
2. That I fully understand and agree that I am **not entitled to any claim, right, preference, or expectation of regular employment** in the Department "Settlement Commissioner and Director of Land Records (M.S.)".
3. That neither I nor the Agency shall, at any point of time, raise any claim whatsoever against the Department for absorption, regularization, or continuation of employment beyond the contractual arrangement.
4. That this undertaking is executed voluntarily and without any coercion, and I shall abide by the terms and conditions of my contractual engagement.

**Place:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature of Resource:** \_\_\_\_\_

**Name of Resource:** \_\_\_\_\_

**Agency Name:** \_\_\_\_\_