# State Insurance and Provident Fund Department

New Beema Bhawan, Sawai Jaisingh Highway, Banipark, Jaipur. Pin 302016

File no.F -25/SIPF/GAD/HOUSE KEEPING NEW BHAWAN/2025-26/ 2-58 2

Date:18-11-2025

NOTICE INVITING BID - 1/2025- 26

eBid for Request for Proposal (RFP) Document for House Keeping, Facility Management and Maintenance Services New Beema Bhawan, Sawai Jaisingh Highway, Banipark, Jaipur. Pin 302016 for the one Year of estimated value INR 60.00 lacs are invited from interested bidders up to 01-12-2025 at 2:00 PM Other particulars of the bid may be visited on the procurement portal (https://eproc.rajasthan.gov.in or https://sppp.rajasthan.gov.in) of the state, and www.sipf.rajastha.gov.in Departmental website.

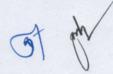
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Joint Director (GAD) SIPF, Jaipur

# State Insurance and Provident Fund Department <u>Jaipur</u>

() 计12件编辑	NIB No 01/2025-26						
Name & Address of the	Additional Director (Admn.), State Insurance and Provident						
Procuring Entity	Fund Department, New Beema Bhawan Sawai Jaisingh Highway,						
	Banipark, Jaipur. Pin 302016						
	Email- add.adm@rajasthan.gov.in						
Subject Matter of	House Keeping, Facility Management and Maintenance Services						
Procurement	New Beema Bhawan Sawai Jaisingh Highway, Banipark, Jaipur. Pir						
The Providence of the Province	302016 (Details to be given in the bid documents)						
Bid Procedure	* Single-stage Two part (envelop) open competitive e-Bid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> ]						
other with the Land	procedure at http://epioc.rajastnan.gov.mj						
Bid Evaluation Criteria	Lowest Price (L-1) Method.						
(Selection Method)							
Websites for downloading	*Websites: http://sppp.rajasthan.gov.in,						
Bidding Document,	http://eproc.rajasthan.gov.in www.sipf.rajasthan.gov.in						
Corrigendum's,	TEGER PLEY TO BE						
Addendums, etc.							
Estimated Procurement	* INR Rs. 60 Lacs						
Cost							
Websites for downloading	* Websites: http://sppp.rajasthan.gov.in,						
Bidding Document,	http://eproc.rajasthan.gov.in www.sipf@rajasthan.gov.in						
Corrigendum's, Addendums etc.*							
Bidding document fee	* Rs. 2000.00						
Didding document to	Payable through e-Gras in Budget Head- 0075-00-800-52-01						
	Or						
	Banker's Cheque/Demand Draft in favour of "Additional Director						
	(Admn.), SIPF" payable at "Jaipur".						
	e-Gras Websites: e-gras.rajasthan.gov.in						
	* Not Refundable						
RISL Processing Fees	* Rs 1500/- (Rupees One Thousand Five Hundred only)						
RISL Processing Fees	Payable through e-Gras in Budget Head- 8658-00-102-16-01						
	or						
	Banker's Cheque/ Demand Draft in favour of "Managing						
	Director, RISL" payable at "Jaipur".						
	e-Gras Websites: e-gras.rajasthan.gov.in						
	* Not Refundable						
Bid Security and Mode of	• Amount (INR): 120000/- 2%, of the estimated procurement						
Payment)	cost 0.5% for S.S.I. of Rajasthan, 1% for Sick Industries, other than S.S.I., whose cases are pending with MSME Board						
	1 of Industrial & Financial Reconstruction						

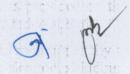


	<ul> <li>Payable through e-Gras in Budget Head- 8443-00-103-00-000</li></ul>
Start/ End Date for Bid Applying Bid	➤ Start Date: 20-11-2025 at 10:00 AM onwards ➤ End Date: 01-12-2025 at 02:00 PM ➤ In case EMD in form BG Original Bank Guarantee is to be submitted in Room Noby SIPF office. Up to 01-12-2025 at 03:00 PM
Date/Time/Palace of pre-Bid	* Date/ Time: on 24-11-2025 at 11:30 AM * Place: Bhawan Sawai Jaisingh Highway, Banipark, Jaipur. Pin 302016
Date/ Time/ Place of Technical Bid Opening	* Date: 01-12-2025 Time: 04:00 PM  * Place: Address: New Beema Bhawan Sawai Jaisingh Highway, Banipark, Jaipur. Pin 302016
Date/ Time/ Place of Financial Bid Opening	* Will be intimated later to the Technically qualified bidders
Bid Validity	* 90 days from the bid submission deadline
Time Period	* 1 Year

#### Note:

- ➤ Bid shall be submitted electronically on e-procurement portal with valid digital signatures certificate (DSC) before 01-12-2025 up to 2:00 PM, by following the procedure for submission of bids including payment of price of bid document, processing fees or user charges, bid security, etc. as provided on the e- Procurement Portal, https://eproc.rajasthan.gov.in. The bidders are required to submit:
- The Procuring Entity shall not be responsible for delay in online submission due to any reason. The electronic bidding system would not allow any late submission of bids.
- > The bidders are required to submit:
  - Proof of payment (soft copy) towards the Price of Bid Document and processing fees or user charges and Bid Security amount on single challan through eGRAS or banker's cheque or demand draft or bank guarantee (as bid security) or Insurance security Bonds shall be submitted along with Bid,

The physical copy of receipt of deposit on e-GRAS or original banker's cheque or original bank demand draft or Insurance security Bonds If Bid Security is submitted through Bank Guarantee,/ Insurance security Bonds then Original bid security in approved form for Bank Guarantee / Insurance security Bonds shall be submitted up to 3:00 PM on 01-12-2025 at "Additional Director (Admn.) SIPF, Jaipur", either by registered post/ speed post/ courier or by hand, failing which the



bids may be declared non-responsive and will not be opened. These documents will be opened publicly before the online bid opening.

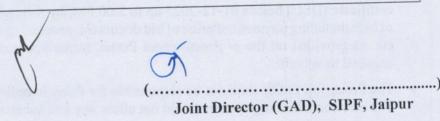
- The Procuring Entity is not bound to accept the lowest bid and may reject after recording reason(s) in writing, any, or all bids as per Rule 72 of RTPP Rules.
- guarantee of scheduled bank in specified format
- > To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safe crypt, Node etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in.
- > RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- > Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
- Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested in training may contact e-Procurement Cell, DoIT&C for booking the training slot.

Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)

e-mail: eproc@rajasthan.gov.in

Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur

- > The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- > No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- > Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.



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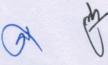
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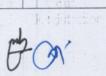
# Chapter - 1 - PRE-QUALIFICATION / ELIGIBILITY CRITERIA

1) A bidder participating in the procurement process shall possess the following minimum prequalification/ eligibility criteria.

S. No.	Basic Requireme nt	Specific Requirements	Documents Required
1	Legal Entity	The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or anyother Act of State/ Union, as applicable fordealing in the subject matter of procurement (Note: A self-certified declaration regarding thenon-applicability of registration to any Actshould be submitted by the bidder)	Copy of valid Certificates  or
		OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932. Or  Registered Firm under any other Act of State/ Union, as applicable for dealing in the matter of Procurement.	Copy of Certificates of incorporation Or Copy of registration of Partnership Firm Or Copy of Valid registration Certificate
2	Tax registration and clearance	The bidder should have a registered number of  I. GST registration  II. GST return -Copy of Last three months /Last quarter return	Copies of relevant certificates of registration Copies of relevant certificates
		III. Pan Card	Copies of relevant certificates
		IV. ESIC registration,	Copies of relevant certificates of registration
		V. Employee provident fund registration	Copies of relevant certificates of registration
		VI. Declaration of No pendency of ESI, EPF any othertax liability.	Declaration
		VII. ITR for last 03 Assessment years	Copies of ITR



3	Financial Turnover	Average Annual Turnover of the bidder should be at-least Rs. 60.00 Lacs in the last Three financial years, i.e., F.Y 2021-22, 2022-23, 2023-24, & 2024-25	1. CA Certificate With UDIN(Unique Document Identification Number) and having CA's Registration Number and Seal.  2. Attached Concerning Balance Sheet
. 4	Technical Capability	The bidder must have completed one Similar nature of work of Rs. 60.00 lacs  Note:  1. Similar nature - housekeeping services in Central government/State Government /PCU/Bank/Airport/President Estate/ Parliament House Complex/ PM House/ State Assembly/State CMR /CMO /Supreme	Attach-Work Completion Certification
	Funda Tunker	Court of India during any last Five financial years, i.e., F.Y 2020-21, 2021-22, 2022-23, 2023-24, & 2024-25  2. The starting and completion date of the work should be in between above said financial years. In case if work has started before the above five years criteria, then 70% of particular the work should be complete during the five years	
	Thea. Chaple	period.  3. The bidder should have to enclose the proper bifurcated certificate accordingly otherwise this certificate will not be considered.	; • .
5	ISO Registration on	The Bidder must have followed ISO certification. a) ISO 9001:2015 for Service Sector	Copy of Valid ISO Registration certificate.
6	Labour Registration	The Bidder have been registered under the Contractor Labour (Regulation and Abolition) Act, 1970 and have a valid labour License obtained from Labour Department. In case not registered an undertaking on Rs. 100/- NJSP to state that it will get registered as & when applicable.	Copy of Valid Registration certificate or if not applicable than submit an undertaking on Rs. 100 Non judicial Stamp paper.
7	Mandatory Undertaking ng	Bidder should: - a) not be insolvent. In receivership, bankrupt or being wound up, not have its affairs administered by a court oi' a judicial officer. not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons:	A Self Certified letter as per Annexure-3: Self-Declaration on Rs. 500/-NJSP.
5	Feytoson Co	b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the	



	making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process or not have been otherwise disqualified pursuant to debarment proceedings.	
to Ar Lenslett Lenslett Agen A Grant Branch	c) not have a conflict of interest in the procurement in question as specified in the bidding document. d) comply with the code of integrity as specified iii the bidding document.	

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# Chapter — 2 - SCOPE OF WORK

#### 1. Physical Area for which Services to be out sourced

(I) Area to be covered under House Keeping, Up keeping, Facility Management in the New Beema Bhawan building with part of main building is as under:-

"Entire building and campus of New Beema Bhawan Building including all the floors, rooms, corridors, basement, roof top surface, stair Cases, bathrooms / toilets (attached as well as independent), windows, doors, water-huts, lifts, ventilators, facade, land-scoping front as well surrounding open yards / pavements and all fixed assets etc".

(II) Total floor and outside building area of the New Beema Bhawan Building is as under :-

S.No.	Floor	Areas
1.	Basement Area - 1	3280 Sq. Mtr
2.	8asement Area - II	3280 Sq. Mtr
3.	Ground Floor	3280 Sq. Mtr
4.	First Floor	2700 Sq. Mtr
5.	Second Floor	1200 Sq. Mtr
6.	Third Floor	1200 Sq. Mtr
7.	Fourth Floor	1200 Sq. Mtr
8.	Fifth Floor	1200 Sq. Mtr
9.	Sixth Floor	1200 Sq. Mtr
10.	Seventh Floor	1200 Sq. Mtr
11.	Eighth Floor	1200 Sq. Mtr
12.	Roof Top Area	1200 Sq. Mtr
13.	Total Floor Area — (A)	22140 Sq, Mtr
14.	Outside Building Area — (B)	11690 Sq, Mtr
15.	Total Area to be Covered under the Service (A + B + C)	33830 Sq. Mtr.

### (III) Details of floor quality is as under:-

S. No.	Material Used	Area
1	Granite Floor	2390 Sq. Mtr.
2	Ceramic Tile Floor	2650 Sq. Mtr.
3	Ceramic Wall Tile	2470 Sq. Mtr.
4	Garden & Land Shaping Area	970 Sq. Mtr.
5	Acoustic Lamminate Flooring	7840 Sq. Mtr

#### (IV) Other Establishments in the Building :-

S. No.	Establishment	Nov
1.	Lifts	04
2.	Common Male Toilets	14
3.	Common Female Toilets	12
4.	Toilets attached with Chambers	01

Note: - Area as mentioned at Para (a) and (b) above is approximately, and it may vary 10a more or less.



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### 2. Services Required

S. No.	Type of Service	Duration of Service Delivery
1.	House Keeping & Up Keeping Services	
	(a) Cleaning & Sweeping	Daily Basis+ as & when required basis
	(b) Washroom Cleaning	two times daily + as and when required basis
	(c) Waste Management	Daily Basis+ as and when required basis
	(d) Glass Surface Cleaning	Daily Basis+ as and when required basis
	(e) Dry Cleaning / Vacuuming	Once in a Week+ as and when required basis
	(f) Pest Control	Weekly Basis+ as and when required basis
2.	Maintenance of Garden Services	Daily Basis+ as and when required basis
3.	Miscellaneous Services	Daily basis + As and when required

# 3. Detailed Description about the Services Required

Activity wise brief scope of work is being defined below in this chapter. This scope of work is in brief but the selected bidder should not be limited to this scope of work.

### A. House Keeping and Up Keeping Services

- a. Automated House Keeping (Cleaning & Sweeping) Services
  - These services shall be provided on daily basis and as and when required basis.
  - The housekeeping staff along with site supervisor should reach to the site at least two hours before the scheduled office timings for housekeeping activities and ensure that housekeeping activities should be done before 9 am.
  - Daily upkeep and cleaning of the floor areas including rooms, washbasins, walls, corridors, grills, railings, doors, windows, fixtures and fittings, including lights and fans, passages, etc. on regular, daily and need basis, by providing all inputs including proper tools, cleaning equipment, detergents/cleaning agents, disinfectants, acids, scrubbers, naphthalene balls, odonil, repellants, sprayers, liquid soaps, buckets, baskets, brooms, etc.
- All rooms, cabins, corridors, balconies, doors, windows, almirahs, waste-baskets, room-furniture, fittings, fixtures etc. shall be cleaned daily once or more on need basis by scrubbing/mopping and by using good quality cleaning agents as above. The supply/providing of required manpower, machine, chemicals, tools & equipment, protective clothing and safety equipment are the responsibility of contractor.
- Sweep, sanitize and clean all floor areas with proper cleaning chemicals and machines.

Following machines will be required for the purpose:-

S. No.	Type of Machine	No. of Machines Required
1.	Wet & Dry Vacuum Cleaner (Industrial)	4 Nos.
2.	Single Disc Scrubbing Machine	4 Nos.
3.	Automatic Floor Cleaning Machine	One on each floor
4.	High Pressure Toilet Cleaning Machine	1 Nos.

- Damp moping of tiles, vitrified floors, staircases, elevators, floors, sidewalls and podium entrance areas.
- I Dedicated Staff on each floor for cleaning work must be available from 9 AM to 6 PM.
- Thorough cleaning of all toilets using required detergent by putting Naphthalene balls, liquid





soap along with dispenser, Urinal Screen Mat and air purifier in all urinals, wash basins and WC area.

- Placing of dustbin in every toilet, chambers, parking, Floors, Porch, basements etc. and cleaning
  of the dustbin on regular basis.
- Floors shall be free of dirt, mud, Sand, footprints, liquid spills and other debris.
- Cleaning and dusting of partitions, wooden / glass cabin walls, railings, doors, windows, curtains, etc. with dry/wet cloth, feather brush and duster.
- Dusting of complete office space
- Continuous mopping to be done at reception area, main lobby and floors during office hours or as instructed by Nodal Officer, SIPF.
- Lifting, carrying and disposing the dead birds, animals, rats, insects etc. if found in and around
  the office building and thereafter spraying of air freshener.
- During inclement weather, the frequency of cleaning may be higher. Floors and walls shall have a
  uniform and neat appearance with no streaks, smears, swirl marks, detergent residue or any
  evidence of dirt remaining or standing water.
- After sweeping all floors, area would be machine scrub cleaned.
- Sweep and clean of debris from walkways and driveways and hose clean them during appropriate climatic and water use conditions.
- Deep cleaning of Stairways, surrounding common area, terraces, Generator Rooms, Power Rooms, basements, Ceiling, walls, partitions, and washrooms, etc.,
- Cleaning/removal of any type of stains etc. from the building premises and staircases
- Cleaning and sweeping of open area including balconies and roof tops with brooms.
- Dusting of false ceiling etc. with soft broom and cloth at least once in a week.
- For transportation and other housekeeping operations, the service provider has to deploy its own
  manpower, materials, equipment, like automatic scrubbers, sweeping machines, high pressure
  cleaners, brollies, ladders, spider etc., for carrying out the different housekeeping operations.
- The complete environment of the office should be hygienic.
- The selected bidder's responsible supervisor has to maintain the daily log sheet and consolidated certificate and shall submit to HSBCL on monthly basis.
- The receipt of materials should be got verified from the site in charge, on monthly basis.

#### b. Waste Management

- Devise and implement the waste management system for removal of waste from office premise.
   The service provider has to follow the local regulations for waste management including the environmental guidelines of the local authorities or the International standard practices.
- Emptying all dustbins from all floors and washing or wiping them clean with damp cloth.
- All waste from dustbins will be collected and deposited in the buildings waste container or as directed by the SIPF.
- Dry and wet garbage would be segregated and dumped into designated area.
- The FMS Agency is suggested to follow the local regulation for Waste Management including the Environmental guidelines of the local authorities or the International Standard Practices.

#### c. Vacuuming

- Vacuuming all curtains, ceiling, floor, windows, corners, carpets runners and carpet protectors so
  that they are free of dirt, mud, etc.
- Heavy industrial type vacuum cleaner would be used to ensure adequate cleaning. When completed, the area should be free of all litter, lint, loose soil and debris.
- Any chairs, trash, receptacles and easily movable items shall be moved to clean underneath and then replaced in the original position

#### d. Glass Surface Cleaning

- All glasses at the entrance door and window of the premises should be cleaned using damp and dry method
- The façade outside of New Beema Bhawan building needs to be cleaned on Quarterly basis.
   However, in special circumstances as & when required on the directions of Nodal Officer, SIPF this activity shall have to be carried out by Service Provider.



- Glass table taps, cabin doors, cabin partitions and glass accessories should be cleaned completely.
- Removal of any type of marks or finger prints on glass counters and partitions. The cleaning shall be done by using the approved all-purpose cleaner and lint free cloth or paper towels.
- Interior and exterior glasses will be cleaned, throughout the building.
- Dusting windows sills and blinds.
- Removing of all broken glasses and replacing the same with the new one with the same or higher
  quality (in windows, Doors, tables etc.). However, payment of replaced glasses will be made by
  the tendering authority/RSRDC.

#### e. Washroom Cleaning

- The complete environment of the washrooms must be hygienic.
- Six dedicated staff (three males and three females staff) for cleaning of washrooms must be available from 9 AM to 6 PM.
- Thorough cleaning and sanitization of toilets, bathrooms, wash basins and shower facilities, using suitable nonabrasive cleaners and disinfectants.
- Any choke, damage or leakage in the bathroom must be rectified on urgent basis.
- All surfaces shall be free of grime, soap, mud and smudges.
- · Cleaning of mirrors, windows, doors etc.
- Supply of paper towels, toilet paper and liquid soap dispenser (filled with liquid soap solution of good/standard brand quality) in all bathrooms.
- Daily log sheet must be maintained and has to be placed behind the door of every washroom and should be updated on daily basis. The daily log sheet must have clearly mentioned the date, time, name of the worker and should be verified by the supervisor on daily basis.
- Daily log sheet of the area other than washroom must be placed at some appropriate location at the office. The same has to be verified by the site supervisor on daily basis.
- SIPF nodal officer may inspect the log sheet at any time during the contract period.
- During office hours, cleaning of female washroom shall be done by female workers only.

#### f. Maintenance of Garden Services

- · Gardener must ensure proper Garden work.
- Equipment for Maintenance of garden shall be provided by the bidder.
- Periodically Grass cutting and decorative plants/ haze will be maintained on regular basis.
- · Watering in plants and in garden on regular basis

#### g. Pest/Rodents Control Treatment

The service provider shall carry out the Pest Control treatment for eradication of Pests / Insects like silver Fish, Cockroaches, Rodents, Flies, Mosquitoes and other household pests and treatment to be carried out minimum weekly basis and also termite treatment if required at any time with chemicals including fumigation of traps, manholes, inspection-chambers, enclosed spaces like Almira's, false ceiling, etc., in the entire area to be covered under the contract

- The insecticide and pesticide sprayed should be of ISI mark and in case the pest control is in effective the firm shall have to carry out as & when required.
- All such type of activities must be carried out after office hours or Saturday/ Sunday with the prior approval of SIPF.
- The work has to be carried out as per Indian standard rules and regulation and by an authorized person only.

#### h. Miscellaneous\_Services

If any services has not been mentioned in the scope of the work and SIPF is willing to take such type of services, the same can be obtained from the firm as per the following procedure:

- A request shall be made by the SIPF.
  - A detailed proposal including cost estimates shall be provided by the firm.
- The cost estimates received shall be evaluated by the SIPF and if found suitable (after negotiation, if required) the order shall be placed to the firm.



#### 4. Manpower to be Deployed by Service Provider

Followings manpower shall be deployed by Service Provider for the complete contractual period:-

S. No	Category	Type of Staff	Nos.
1	High Skilled	Site Supervisor	1
2	Skilled	House Keeping Supervisor	1
3	Skilled	Gardner	3
4	Semi-Skilled	House Keeping Staff (with Minimum 6 Female Staff )	30
		Total	35

#### 5. Safety of Manpower Deployed by Service Provider

- The service provider and his personnel shall ensure the security and safety measures of all persons
  engaged by the service provider and shall provide his employees proper personal safety
  equipment for operation and maintenance.
- Safety, welfare, Insurance caver etc., of service provider's personnel fs in the scope of service provider.
- The service provider and his bona-fide work force shall strictly follow the security instructions and safety instructions as imposed by SIPF.
- SIPF shall not liable for any miss-happening / accident / incident happens with any of the manpower deployed by Service Provider.

#### 6. Discipline by Manpower Deployed by Service Provider

- The service provider shall ensure that his staff abide by the Indian Official Secrets Act and ensure observance of discipline at work place
- The service provider shall restrict movement of personnel to work centers only.
- Any misconduct / misbehavior on the part of the manpower deployed by the service provider will not be tolerated and such person(s) must be replaced immediately.
- All the employee of the service provider should possess minimum tools such as cutting player, tester, screw driver sets, spanner set, ball pin hammer, Knife, Stools & Ladders etc., which will not be provided by SIPF.
- service provider must make sure that the shared mobile number should not be switched off and in case, if
  there is any change in the mobile number or personnell the responsible SIPF Officers must be informed
  immediately by the bidder for smooth working of the process.
- In case if the equipment is in warranty, then the service provider must speak to the manufacturer and resolve the issue proactively.

#### 7. Other Conditions

- The bidder is expected to visit the New Beema Bhawan building, which is covered under the scope, before making financial assessment for this bid. The complete area as it is shall be provided to the selected bidder "as and where basis". If the bidder have any doubts, he may clear the same with the concerned SIPF officers before submission of the bid.
- The scope of work covers regular inspection of various techno-administrative services defined in the RFP and monitoring of performance of all the infrastructure / items / equipment's through skilled manpower under different offices.
- The selected bidder must revisit all the areas to be covered under the contract and also submit the detailed plan to the nodal officer of SIPF.
- The bidder is required to maintain sufficient resources at each floor of the New Beema Bhawan building like required machines, manpower, material and other spares required during the entire contract period.
- The required resources like manpower, material and machinery etc. are to be arranged by the bidder according to the area of the site and desired services.
- As Single Point responsibility, the service provider shall depute a competent, highly skilled and experienced person as Site Supervisor.
- Site Supervisor must visit the site on regular basis for any minor repairing work required areas informed by SIPF. Accordingly, service provider will do the required repairing work.
- Space for sitting of Site Supervisor shall be provided by the SIPF at New Beema Bhawan building, for quick correspondence/communication.

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SIPF shall provide the storage space for keeping tools and chemicals.

The service provider shall provide two set of dress having company name to every Personnel without
any additional cost. In case of winters, one jacket/pullover with company name should be provided
without any additional cost.

The team of the service provider must abide all the instructions as and when given by the SIPF nodal officer.

The service provider shall establish a central help desk for lodging of the complaints and resolving day
to day issues during the contract period. After resolving complaints, the help desk shall verify from
complainant about the status of complaints resolved.

The service provider will take appropriate action for getting all the NOC's and necessary permits duly validated at all times and initiating prompt action for renewal of the same. Coordinate with all the

relevant agencies involved to organize the meeting.

Environmental & Cleaning Service including cleaning of all the allocated space including all types of fixed assets.

The service provider will maintain sufficient stock of the items consumables/spares required under the

 Regular checking of all items, monitoring & support, all the time to ensure 100% up time round the clock for 24 x 365 operation.

#### 8. Service Level Agreement (SLA)

S. No.	Services as defined in scope of work	Sub Services as defined in scope of work	Frequency of satisfactory Service (Min.)	Penalty
	wer dealer as the residence membersely dealers were took as call	Cleaning, dusting and Sweeping Services	At least Once in a Day (7:00 AM to 09:00 AM).  Washroom Cleaning — At least Two times daily (7:00 AM to 09'00 PM and 1.TO PM to 2.30 PM)  However, these services may be required any time in a working day looking to the conditions.	Rs. 200 per day per floor
	Fall of the John Schröde	Cleaning of the façade of outside glass of New Beema Bhawan	Quarterly	Rs. 10000/-
	to the factor of the free to the first of th	Placing and maintenance of plants	Daily	Rs. 200 per default
ntean	mesto varioni 25 to de 2010.	Pest Control Services	Weekly Service	Rs. 1000 Per Week

#### 9. Helpdesk System

Service Provider will develop and implement helpdesk system where any user of the building can raise by complaint about the services being provided by the Service Provider to Site Supervisor for rectification/Repair and for resolve. The site supervisor should maintain a complain Register which shall be present as and when required. The site supervisor should provide satisfactory report (format shall be finalized by the SIPF) dully signed by the complainant / nodal officer.



### Chapter - 3: INSTRUCTION TO BIDDERS (ITB)

#### 1) Sale of Bidding/ Tender Documents

- The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
- The bidding documents shall be made available to any prospective bidder who pays the price for it in bank demand draft/ banker's cheque/e-grass.
- 3. Bidding documents purchased by Principal of any concern may be used by its authorized sole selling agents/marketing agents/ distributors/ sub-distributors and authorized dealers or vice versa.

#### 2) Changes in the Bidding Document

- At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether
  on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents
  by issuing an addendum in accordance with the provisions below.
- 2. In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- 3. In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
- 4. Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:
- 5. Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

#### 3) Period of Validity of Bids

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

#### 4) Format and Signing of Bids

- a) Bidders must submit their bids online at e-Procurement portal i.e. http://eproc.raiasthan.gov-in-
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c) A Single stage-Two part/ cover system shall be followed for the Bid:
  - a. Technical Bid, including fee details, eligibility & technical documents
  - b. Financial Bid



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

#### 5) Costs & Language of Bidding

- 1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 2. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

#### 6) Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

#### 7) (A) Bid Security

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

- a. In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.
- b. In lieu of bid security, a bid securing declaration shall be taken from Departments of the state Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- c. Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- d. The bid security may be given in the form of a banker\*s cheque or demand draft or bank guarantee, in specified format of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- e. The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f. Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmed, if required. The procuring entity shall respond promptly to such a request.
- g. The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- h. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- i. No interest shall be payable on the bid security.
- j. In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- The procuring entity shall promptly return the bid security after the earliest of the following events, namely:
   a. the expiry of validity of bid security;
  - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
  - c. the cancellation of the procurement process; or
  - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.



#### 7) (B) Forfeiture of Bid Security

- 1. The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely:
  - a. when the bidder withdraws or modifies its bid after opening of bids;
  - b. when the bidder does not execute the agreement, if any, after placement of supply/work order within the specified period;
  - when the bidder fails to commence the supply of the goods or service or execute works per supply/ work order within the time specified;
  - d. when the bidder does not deposit \*he performance security within specified period after the supply/ work order is placed; and
  - e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- 2. Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.

#### 8) Deadline for the Submission of Bids

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

#### 9) Withdrawal, Substitution, and Modification of Bids

- 1. If permitted, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover).
- 2. Bids withdrawn shall not be opened and processes further.
- 3. No bid shall be withdrawn substituted or modified after the last time and date fixed for receipt of bid

#### 10) Opening of Bids

- 1. The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present an e-proc. The bid shall be opened on e-proc only, if requisite document/RISL/security fees/deposit is received.
- 2. The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, ii any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- 3. The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
- 4. bid is accompanied by bidding document fee, processing fee, bid security or bid securing declaration;
- 5. bid is valid for the period, specified in the bidding document;
- 6. bid is unconditional and the bidder has agreed to give the required performance security; and
- 7. other conditions, as specified in the bidding document are fulfilled.
- 8. any other information which the committee may consider appropriate.
- 9. No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.

#### 11) Selection Method

1. The selection method is Lowest Quoted Rate of Technically Qualified prospective bidders i.e. L1 basis. If there are more than one Technically Qualified prospective bidders are found equal Lowest Quoted Rate (L1) than L1 shall be decided by highest average annual turnover.



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#### 12) Clarification of Bids

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

#### 13) Evolution & Tabulation of Technical Bids

#### a. Determination of Responsiveness

- 1. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/eligibility criteria of the bidding document.
- 2. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
- 3. "deviation" is a departure from the requirements specified in the bidding document;
- 4. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- 6. A material deviation, reservation, or omission is one that,
- 7. if accepted, shall:—
- 8. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
- 9. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
- 10. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- 11. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- 12. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

#### b. Non-material Non-conformities in Bids

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

#### c. Technical Evaluation Criteria

Bids shall be evaluated based on the compliance of the documents submitted in the technical bid.

#### d. Tabulation of Technical Bids

- a) If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
- b) The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- c) The number of firms qualified in technical evaluation, if Tess than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- d) The bidders who qualified in the technical evaluation shall be informed through e-proc about the date, time and place of opening of their financial Bids.





#### 14) Evolution & Tabulation of Financial Bids

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

- 1. The Financial Bids of the bidders who qualified in technical evaluation shall be opened at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
- 2. The process of opening of the financial Bids shall be similar to that of technical Bids.
- 3. conditional Bids are liable to be rejected;
- 4. The Offer shall be evaluated on the basis of Lowest Quoted Rate of Technically Qualified prospective bidders and shall be marked L1, L2, and L3. There are more than one Technically Qualified prospective bidders are found equal Lowest Quoted Rate (L1) than L1 shall be decided by highest average annual turnover.
- 5. The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- 6. The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- 7. It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

#### 15) Correction of Arithmetic Errors in Financial Bids

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

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

#### 16) Price purchased preference in evolution

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

#### 17) Negotiation's

- 1. Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted.
- 2. Negotiations may, however, be undertaken only with the lowest or mast advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- 3. The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- 4. The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- 6. In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the th1rd lowest or most advantageous bidder and so an in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases
- 7. In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

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#### 18) Exclusion of Bids Disqualification

- 1. A procuring entity shall exclude/ disqualify a Bid, if: -
- 2. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation, or
- 3. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
- 4. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
- 5. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
- 6. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as toun duly influence the procurement process;
- 7. a bidder, in the opinion of the procuring entity, has a conflict-of-interest materially affecting fair competition.
- 8. A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualifications discovered.
- Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
- 10. communicated to the concerned bidder in writing;
- 11. Published on the State Public Procurement Portal, if applicable.

#### 19) Lack of competition

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

# 20) Acceptance of the Successful Bid and Award of contract

- 1. The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring
  entity for taking decision. If the decision is not taken within the original validity period of time limit allowed
  for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers
  for decision.
- 3. Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- 4. A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- 5. The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- 6. Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- 7. As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned



bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.

- 8. If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent [LOI) may be sent to the bidder. The acceptance of an offer is complete as state on which the letter of acceptance or letter of intent is dispatched to the bidder.
- 9. If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent [LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- 10. The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

#### 21) Information and publication of award

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

Bidding document fee & RISL Processing Fees are not refundable.

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

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

#### 23) Right to vary quantity

- a. If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- b. Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract (if the original order was given after inviting open competitive Bids). Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
  - (i) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
  - (ii) 50% of the value of goods or services of the original contract.

#### 24) Performance Security

- Prior to execution of agreement, Performance security shall be solicited from successful bidder(s) except the
  departments of the State Government and undertakings, corporations, autonomous bodies, registered societies,
  co-operative societies which are owned or controlled or managed by the State Government and undertakings of
  the Central Government. However, a performance security declaration shall be taken from them. The State
  Government may relax the provision of performance security in particular procurement or any class of
  procurement.
- 2. The amount of performance security shall be according to the rule 75 of RTPP rule (Performance security).
- 3. Performance security shall be furnished in any one of the following forms:
  - a. A deposit through E-grass
  - b. Bank Draft or Banker's Cheque
  - C. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
  - d. Bank guarantee/s of a scheduled bank. It shall be gat verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
  - e. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the



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FDR an demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

- f. Insurance certificate bond
- 4. Performance security furnished in the form specified in clause {a.] to [f.) of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- 5. Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
- 6. When any terms and condition of the contract is breached.
- 7. When the bidder fails to make complete supply satisfactorily.
- 8. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- 9. Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- 10. No interest shall be payable on the PSD.

#### 25) Rule 75A Additional Performance Security .-

- (1) In addition to Performance Security as specified in rule 75A Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Daft, Banker's Cheque, Government Securities [9][Bank guarantee or electronic bank guarantee (e-BG)]. Explanation: For the purpose of this rule,-
  - (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
  - (ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
  - (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder [6][:]
- (2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity.]

#### 26) Execution of agreement

- 1. A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- 2. The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- 3. If the bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.
- 4. The bidder will be required to execute the agreement on a Rs. 500/- (Rs. five hundred only) non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

#### 27) Confidentiality

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



- I. impede enforcement of any law;
- II. affect the security or strategic interests of India;
- III. affect the intellectual property right or legitimate commercial interests of bidders;
- IV. Affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b. The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other r person not authorised to have access to such information.
- c. The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- **d.** In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

#### 28) Cancellation of procurement process

- a. If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b. A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
- c. At any time prior to the acceptance of the successful Bid; or
- d. After the successful Bid is accepted in accordance with (d) and (e) below.
- e. The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals
- **f.** The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- g. If the bidder whose Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- h. If a bidder is convicted of any offence under the Act, the procuring entity may: -
- i. Cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
- j. Rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

#### 29) Code of Integrity for Bidders

- a. No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b. The code of integrity include provisions for:
  - a. Prohibiting
    - Any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
    - ii. Any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
    - iii. Any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and



- progress of the procurement process;
- IV. Improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- Any financial or business transactions between the bidder and any officer or employee of the procuring entity;
- Vi. Any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or ta its property to influence the procurement process;
- vii. Any obstruction of any investigation or audit of a procurement process;
- b. Disclosure of conflict of interest;
- C. Disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c. Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including:
  - a. Exclusion of the bidder from the procurement process;
  - b. Calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
  - C. Forfeiture or encashment of any other security or bond relating to the procurement;
  - d. Recovery of payments made by the procuring entity along with interest thereon at bank rate;
  - e. Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
  - f. Debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

#### 30) Interference with Procurement Process

A bidder, who: -

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

#### 31) Appeals

- Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
  - a. Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings:
  - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- 2. The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within 30 days from the date of filing of the appeal.
- 3. If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder other procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.



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

5. The officer or authority to which an appeal may be filed under (a) or (d) above shall be: First Appellate Authority: Director, SIPF Department GoR Second Appellate Authority: Secretary Finance (Expenditure) Department, GoR

### 6. Form of Appeal:

a. Every appeal under (a) and (c) above shall be as per specified format along with as many copies as there

b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

# 7. Fee for Appeal: Fee for filing appeal:

a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.

# 8. Procedure for disposal of appeal:

The First Appellate Authority or Second Appellate Authority, as the Ease may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents

b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case

i. hear all the parties to appeal present before him, and

ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.

c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

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

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

# 32) Stay of procurement proceedings

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

33) Vexatious Appeals & Complaints

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

# 34) Offenses by Firms/ Companies

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

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

- 2. Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- 3. For the purpose of this section-
  - a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals; and
  - b. "director™ in relation to a limited liability partnership or firm, means a partner in the firm.
- Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that
  offence is committed in consequence of that abetment, shall be punished with the punishment provided for
  the offence.

# 35) Debarment from Bidding

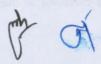
- b) A bidder shall be debarred by the State Government if he has been convicted of an offence
  - a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 198B); or
  - b. under the BNS-2023 or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract
- c) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- d) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.
- e) Where the entire bid security or the entire performance security or any substitute thereof, as the *case* may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- f) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

### 36) Pre-bid Meeting/ Clarifications

- 1. Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- 2. A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
- 3. The period within which the bidders may seek clarifications under (1) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -
- 4. Last date of submitting clarifications requests by the bidder: as per NIB
- 5. Response to clarifications by procuring entity: as per NIB
- 6. The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites

# 37) Legal Status of Bidder

- All bidder including company, corporate bodies, partnership firm, co-operative society, cooperative institution or proprietorship or sole traders who is willing to participate the tender himself
  or authorizes any other person to participate in the tender is require to submit a authorization,
  resolution, declaration in favour of signatory or signing of bid, duly signed with seal by the
  company secretory/authority of bidder/origination/all partner/proprietor.
- In case of government organization and public sector undertaking (Central or State) bidder should submit such authorization of instructional letter head signed by the authorized signatory with seal.



#### Chapter- 4: GENERAL TERMS AND CONOITIONS OF TENDER & CONTRACT

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

#### 1) Contract Documents

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

#### 2) Interpretation

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

#### 3) Language

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

#### 4) Notices

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

#### 5) Governing Law

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

#### 6) Scope of Supply

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.

#### 7) Supplier's/ Selected Bidder's Responsibilities

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



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#### 8) Contract Price

- a) The price quoted must be inclusive of all taxes (excluding GST), levies, charges, amount for contribution towards employees PF, ESI & Service Tax etc. and it also includes any other legal liabilities which may be in force at present.
- b) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- c) Prices charged by the Supplier/ Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

#### 9) Payment terms, Deliverables and Penalty:

- i. Initially, the contract shall be valid for one year and the same can be extended as per RTPP rules 2013.
- ii. No advance payment shall be made.
- iii. The payment shall be released by the SIPF on monthly basis on the receipt of deliverables and after deduction of applicable penalty, taxes and dues.
- iv. The service provider shall ensure that salary to the workers must be completed till 7th date of every month. Each day delay shall impose penalty.
- v. All the legal compliance like deposition of EPF, ESIC etc. of the deployed staff must be completed before submission of bills.
- vi. The service provider shall be responsible for timely compliance of all statutory provisions like min. wages, EPF, ESIC, applicable taxes etc. as per the prevailing rules and regulations.
- vii. The service provider's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- viii. The currency or currencies in which payments shall be made to the service provider under this Contract shall be Indian Rupees (INR) only.
- ix. All remittance charges will be borne by the service provider.
- x. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- xi. After the bidder submits the bill, work will be certified by the constituted committee. Thereafter the bill will be paid.

#### xii. Deliverables:

- · Original tax invoice (in duplicate) shall be submitted by service provider to SIPF up to 10" of every month.
- · Bank statement indicating credit of wages to the accounts of the workers
- · Document evidencing deposition of EFP and ESIC contribution of the workers up to previous month.
- Monthly work verification report dully sealed and signed by the receptive site incharge as per annexure 8.
- No pendency certificate regarding wages/salary, ESI, EPF c ontribution and other applicable statuary taxes and charges



xiii. Penalty

S. No.	Services as defined in scope of work	Sub Services as defined in scope of work	Frequency of satisfactory Service (Min.)	Penalty
	House Keeping & Gardening Service	Cleaning, dusting and Sweeping Services	At least Once in a Day (7:00 AM to 09:00 AM).  Washroom Cleaning — At least Two times daily (7:00 AM to 09:00 AM and 1:00 PM to 2:30 PM)  However, these services may be required any time in a working day looking to the conditions.	Rs. 200 per day per floor
	record Catalog Control of Section 2 and 16	Cleaning of the façade of outside glass of New Beema Bhawan	Quarterly	Rs. 10000/-
		Placing and maintenance of plants	Daily	Rs. 200 per default
		Pest Control Services	Weekly Service	Rs. 1000 per default Per Week

Note: Maximum penalty cap is 10% of the payment cycle. If for three consecutive payment cycle max penalty of 10% is imposed than in 3rd payment cycle, as per actual penalty shall be imposed and notice for termination of contract to the firm shall be issued.

#### 10) Recoveries from Supplier/ Selected Bidder

- Recovery of liquidated damages, short supply, breakage, rejected articles, dues, penalty etc. shall be made ordinarily from bills.
- b) The Purchase Officer shall withhold amount to the extent of short supply, broken/damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with SIPF.
- c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

#### 11) Taxes & Duties

- a) The TDS, GST etc., if applicable, shall be deducted at source/ paid by SIPF as per prevailing rates.
- b) Revision of taxes, if any and as applicable, shall be handled as per Clause "Change in Laws& Regulations" of this chapter.
- c) The selected firm (agency) shall comply with all labour legislations applicable to its employee including but not limited to payment of minimum wages, ESI, PF, Payment of bonus, Workmen's compensation and terminal benefits as may be payable or become payable as per the prevailing rules and regulations under any applicable laws. The SIPF shall not, in anyway be responsible in this regard either in part or in full. The selected firm shall also pay to its employees nothing less than the minimum wages as may be notified by the appropriate Government from time to time.
- d) It shall also maintain full and complete attendance records and all other registers under various labour laws in force and applicable and same will submitted as per demand of the procuring entity.
- e) The selected firm shall furnish to the SIPF proof of payment of wages, PF, and ESI contributions in respect of its employees deployed to discharge its obligations under this Agreement along with relevant returns and proof of having filed relevant individual forms for employees deputed for the services.
- f) The Service Provider shall be responsible for implementation of provision of all statutory requirements relating to license under the Contract Labour (Regulation and Abolition) Act 1970, and shall also comply with all the requirements under said Act and the rules framed thereunder
- g) Ignorance of any law would not be an excuse for non-compliance .



- h) If non-compliance of any laws in force is found on behalf of the Service Provider, the contract may be terminated without prior information and without any liability or compensation to the Service Provider. In such case, the SIPF would be free to get the services from another source on the risk and cost of the Service Provider.
- i) The Service Provider will have to ensure that no worker/employee deputed on the services under this bid is below the age of 18 years. If any worker/employee is found to be below the age of 18 years, the Service Provider will be held responsible for it.

#### 12) Confidential Information

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

#### 13) Sub-contracting

The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency.

# 14) Extension in Delivery Period and Liquidated Damages (LD):- The work has to commence normally within 3 to 5 days from the date of issue of work order.

- a) Except as provided under clause "Farce Majeure", if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goads supply and related services within the specified period.
- c) Delivery and installation/completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/selected bidder.
  - i. The supplier/selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods ad service after which such request shall not be entertained.
  - ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
  - iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
    - a. When delay has occurred due to delay in supply of drawings, designs, plans etc. if the SIPF was required to supply them to the supplier of goods or service provider as per terms of the contract.



- b. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the SIPF as per terms of the contract.
- iv. If the competent authority agrees to extend the delivery period/schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the layed supply of goods and service.
- v. it shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
- vi. If SIPF is in need of the good and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.

d) In case of extension "in the delivery and/ or installation/ completion/ commissioning period is granted with full liquidated damages; the recovery shall be made on the basis of following percentages of value of goods and/ or service which the supplier/ selected bidder has failed to supply/ install/ complete: -

No.	Condition as the available has the thinds to sort on entertwise yet absolute to the part to share in the street not set.	LD %*
a.	Delay up to one fourth period of the prescribed period of delivery successful installation and completion of work	2.5%
b.	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery, successful installation and completion of work	5.0%
C.	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	7.5 %
d.	Delay exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	10.0%

- i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.
- ii. The maximum amount of liquidated damages shall be 10% of the contract value.
- iii. \*The percentage refers to the payment due for the associated work/ goods/ service.

#### 15) Limitation of Liability

Except in cases of gross negligence or willful misconduct: -

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

#### 16) Change in Laws & Regulations

a) Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the Contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if the same has already been accounted for in the price adjustment provisions where applicable.

#### 17) Force Majeure

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



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

c) If a Force Majeure situation arises, the supplier/selected bidder shall promptly notify the SIPF in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by SIPF, the supplier/selected

bidder shall continue to perform its obligations under the contract as far as reasonably practical.

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

e) In case a Force Majeure situation occurs with SIPF, SIPF may take the case with the supplier/selected bidder on similar lines.

#### 18) Termination

#### 1. Termination for Default

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

#### 2. Termination for Insolvency

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

#### 3. Termination for Convenience

- i. SIPF, by a written notice of at least 30 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder\*s receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

a. To have any portion completed and delivered at the Contract terms and prices; and/or

b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

#### 19) Settlement of Disputes

a) General: If any dispute arises between the supplier/ selected bidder and SIPF during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/ selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder.



- b) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.
- 20) False Documents: If it is provide that any bidder has submitted any false documents then SIPF reserves the right to debar the bidder/forfeit the performance security or both the penalties may be imposed. The bid of such bidder shall be rejected at any stage of bid processing.
- 21) All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 and amendments issued from time to time by the Finance Department, GOR shall be applicable. If there are any contradictions in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules 2013 shall prevail.



# Chapter - 5: Special Conditions of Contract

- 1. Successful Bidder ensure that the individual manpower deployed in conforms to the technical specifications of age and skills, qualifications prescribed in this Bid Document.
- 2. The Successful Bidder shall provide List of persons to be deployed to SIPF ensure to have following documents of the persons deployed with it before the commencement of work:
  - a. Bio-data of the persons
  - b. Date of birth certificate;
  - c. Detailed proof of identity like Aadhar, driving license, bank account details, proof of residence and recent photograph.
  - d. Certificate of verification/ acknowledgement of deployed personnel.
  - e. Any subsequent changes should be informed immediately. Authorized person of SIPF will have right to inspect these documents as and when required.
- 3. The Successful Bidder will get Photo Identity Card-cum-Entry pass issued to the its personnel to be deputed for discharging Services, verified from the Authority.
- 4. Successful Bidder will pay minimum wages to labour (not less than as per provision of Rajasthan Labour Act).
- S. The Successful Bidder shall inform particulars (indicating the name, designation, wage rate, amount of PF both employer's contribution and employee's contribution as required) to its personnel deployed under Contract Labour (R&A) Act, 1970 within 15 days of deployment and submit a copy of the same duly acknowledged by the personnel SIPF, for reference and records.
- The Successful Bidder shall ensure that the personnel deployed are medically fit. The Agency shall withdraw such employees who are not found medically fit immediately on receipt of such a request from SIPF.
- 7. The Successful Bidder shall be responsible for proper conduct of its personnel in building premises. In case of any damage/loss/theft etc. to the property of SIPF or any damage to the reputation of SIPF which is caused by the personnel deployed by the agency, the agency will be liable to make good the loss on the basis of the value of the property/damages on account of loss of reputation as determined by SIPF. The same shall be deposited by the Agency with SIPF or could be recovered from the performance guarantee/monthly payments due to the Agency.
- 8. The Successful Bidder's personnel working should be polite, energetic and efficient, while handling the assigned work. In case, the person employed by the Agency commits any act of omission/commission that amounts to misconduct/ indiscipline/incompetence, the Agency will be liable to take appropriate action against such person, including their removal from site of work, if required by SIPF.
- SIPF shall not be responsible for any financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- 10. The Agency would be responsible for the character and conduct of its personnel services for which the tender has been accepted by indicating a service schedule spread over the full duration of contract, or may place order in parts
- 11. SIPF shall be at liberty to place order for providing services for which the tender has been accepted by indicating a service schedule spread over the full duration of contract, or may place order in parts
- 12. SIPF has right to recover losses of SIPF property incurred by any action of the contractor's personals.



#### Annexure A: Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

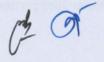
- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity

#### Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be a Conflict of Interest with one of more parties in a bidding process if, including but not limited to:
- a. have controlling partners/shareholders in common; or
- b. receive or have received any direct indirect subsidy from any of them; or
- c. have the same legal representative for purposes of the Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods. Works or Services that are the subject of the Bid; or
- g Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.



#### Annexure B: Declaration by the Bidder regarding Qualifications

- I/We are eligible and possess the necessary professional, technical, financial, and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
- 2. I/We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document.
- I/We are not insolvent, in receivership, bankrupt or being wound up, not have our
  affairs administered by a court or a judicial officer, not have our business activities
  suspended and are not the subject of legal proceedings for any of the foregoing
  reasons.
- 4. I/We and our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
- 5. I/We have not been/have been debarred under Section 46 of RTPP Act. In case the Bidder is debarred by any other Procuring Entity of State/Central Government or in any country in last three years then following details to be provided for each Procuring Entity:
  - (i) Name of Entity State/Centre or Country:
  - (ii) Period of debarment [start and end date]:
  - (iii) Reason for the debarment:
- 6. I/We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

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

- a. have controlling partners/ shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of the Bid; or
- d. have a relationship with each other, directly or through common third parties,

m or

36

- e. that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- f. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- g. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid;
- 7. I/We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules, and this Bidding Document, till completion of all our obligations under the Contract. This means that any person participating in a procurement process shall
  - a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
  - b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
  - c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
  - d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
  - e) not indulge in any coercion including impairing or harming or threatening to do
    the same, directly or indirectly, to any party or to its property to influence the
    procurement process;
  - f) not obstruct any investigation or audit of a procurement process;
  - g) disclose conflict of interest, if any; and
  - h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Date:	Signature of Bidder
Place:	Name:
	Designation
	Address:



# Annexure C: Grievance Redressal during Procurement

# Procedure of Appeals

The designation and address of the First Appellate Authority is Director SIPF, GOR

The designation and address of the Second Appellate Authority is Secretory (Exp.) Finance Deptt. GoR.

# 1. Filling an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved :Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings: Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- 2. The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- 3. If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (3) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

#### 4. Appeal not to lie in certain cases

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

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



# 5. Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

# 6. Fee for filing appeal

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

# 7. Procedure for disposal of appeal

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





# Annexure D: Additional Conditions of Contract

#### 1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
- iv. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

# 2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed fifty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply for by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

# 3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.



# FORM No. 1

[See rule 83]

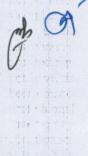
Heart of Submission Public	der the Rajasthan Transparency in Public Procurement Act,
Appeal No.	(First/Second Appellate Authority)
tne	(First/Second Appellate Authority)
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(ii) Official address, if an	
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(iii)	A company Assistant I robot by serger gracieros A
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# Technical Evolution Criteria / Check List

S.No.	Particulars	Along with Technical Bid	Page No.	
1.	Bidding Document Fees Rs. 2000/-	Proof of Submission PDF		
2.	RISL Fees Rs. 1500/-	Proof of Submission PDF		
3.	Bid Security Rs.120000/-	Proof of Submission PDF		
4.	Bidder Profile / Tender Form	As per Annexure -1		
5.	Bidder Authorization Certificate	As per Annexure -2		
6.	Self-Declaration Certificate	Annexure – 3		
7.	The bidder should be a Proprietorship firm dulyregistered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or anyother Act of State/ Union, as applicable fordealing in the subject matter of procurement (Note: A self-certified declaration regarding thenon-applicability of registration to any Actshould be submitted by the bidder)  OR  A company registered under Indian Companies Act, 1956  OR  A partnership firm registered under Indian Partnership Act, 1932.  OR  Registered Firm under any other Act of State/ Union, as applicable for dealing in the matter of Procurement.	Certificate of Registration		
8.	The bidder should have a registered number of GST registration	Copies of relevant certificates of registration		
9.	GST return -Copy of Last three months /Last quarter return	Copies of relevant certificates	4.3	
10.	Pan Card	Copies of relevant certificates		
11.	ESIC registration,	Copies of relevant certificates of registration	4	
12.	Employee provident fund registration	Copies of relevant certificates of registration		
13.	Declaration of No pendency of ESI, EPF any othertax liability.	Declaration		
14.	ITR for last 03 Assessment years	Copies of ITR		
15	Average Annual Turnover of the bidder should be at- least Rs. 60.00 Lacs in the last Three financial years, i.e., F.Y 2021-22, 2022-23, 2023-24, & 2024-25 Note- Attached Concerning Balance Sheet	CA Certificate With UDIN (Unique Document Identification Number) and having CA's Registration Number and Seal		



16	The bidder must have completed one Similar nature of work of Rs. 60.00 lacs.	Attach-Work Completion Certification	
	Note:	In Comment recognition of the	
	1. Similar nature - housekeeping services in Central government/State Government/PCU/Bank/Airport/President Estate/Parliament House Complex/ PM House/ State Assembly/State CMR /CMO	A O ber returned details:	
	/Supreme Court of India during any last Five financial years, i.e., F.Y 2020-21, 2021-22, 2022-23, 2023-24, & 2024-25	##### 36 evnet/	
	<ol> <li>The starting and completion date of the work should be in between above said financial years. In case if work has</li> </ol>	to not ingreed. A on set 1 18 poor of 2 per north 1	
	started before the above five years criteria, then 70% of particular the work should be complete during the five years	plitter/ V. Sirt and facial	
	period. 3. The bidder should have to enclosed the proper bifurcated certificate	9509W	
	accordingly otherwise this certificate will not be considered	Josephilifate) to teat   L	
	Cod and and and	and sen to control of	
17	The Bidder must have followed ISO certification. ISO 9001:2015 for Service Sector	Copy of Valid ISO registration certificate.	
18	The Bidder have been registered under the Contractor Labour (Regulation and Abolition) Act, 1970 and have a valid labour License obtained from Labour Department. In case not registered an undertaking on Rs. 100/- NJSP to state that it will get registered as & when applicable.	Copy of Valid registration certificate or if not applicable than submit an undertaking on Rs. 100 Non judicial Stamp paper.	
19	a) not be insolvent. in receivership, bankrupt or being wound up, not have its affairs administered by a court oi' a judicial officer. not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons: b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract	A Self Certified letter as per Annexure-:3 Self- Declaration on Rs. 500/- NJSP	
	within a period of three years preceding the commencement of the procurement process. or not have been otherwise disqualified pursuant to debarment proceedings.  c) not have a conflict of interest in the procurement in question as specified in the bidding document.  d) comply with the code of integrity as specified the bidding document.	AD Y	



# ANNEXURE-1: TENDER FORM {to be filled by the bidder}

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	U	,

Additional Director (Admn.), SIPF, Jaipur

- I. NIT Reference:..... Dated
- II. Other related details: -

1.	Name of Bidder	S THE SECTION	e similaribi e libri	To faic Designed.	
1.	Name of bidder	FERS (FE			
2.	Name & Designation of Authorized Signatory	e-0, to bial	anthuspine anthuspine between	r bas geotor zari.	
3.	Registered Office Address	The water	byoda na		ule touchers
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4.	Year of Establishment		call nerwi		
5.	Nature of the Firm	Public Ltd.	Private Ltd.	Partnership	Proprietary
	Put Tick (🛽) mark				
6.	Any other details in support of your offer		10000	pirred on 100 tors	

III. Average Annual Turnover during last three years (as stated in the eligibility criteria, attach proof at page no

Fax numbers. Pls. attach proof in support of details stated above.

Financial year	Total Turnover (Rs. In lacs)	Audited Accounts submitted? (yes/ no)
2021-22	converse anothered at 1940, 439	
2022-23		
2023-24	what was smeller has some	
2024-25	indicated a strategy of the strategy	
Average Turnover	alst to militar with the	a see that the larger than the



- IV. The Cost of Tender amounting to Rs. 2000/- (Rupees Two Thousand Only) has been deposited by RTGS/NEFT/ECS -----dated -----in favour of the Additional Director (Admn.), SIPF, Jaipur payable at Jaipur.
- V. The processing fees amounting to Rs. 1500/- (Rupees One Thousand Five Hundred ) has been deposited by RTGS/NEFT/ECS ------dated -----in favour of Managing Director, RISL payable at Jaipur.
- VI. I/we have applied for this tender and following documents are attached towards the proof of Bid Security in favour of Additional Director (Admn.), SIPF payable at Jaipur. I/we also fulfill the eligibility criteria as mentioned in this tender document:

S No	Bid Security Amount	PTCS (NEFT/FCS /	No. with date
	(in Rs.)	Bank Guarantee	

VII. Registration

S.No	Registration	Registration No
1	EPF	
2	ESIC	- AUGUSTINIAN -
3	Registration number under Rajasthan Shops and Commercial Registration Establishment Act, 1958  or Registration under Indian Partnership Act 1932  or Registration under the Companies Act 1956/2013	constraint becomes

VIII. Bank Account detail of Bidder :-

Name of Account Holder	Bank Account Number	Bank name and branch	Bank branch address	IFS Code

- IX. The rate for the complete work mentioned as prescribed has been mentioned separately in the financial bid.
- X. The rates quoted are applicable up to 90 days from the date of opening of technical bid of tender document. This validity can be extended with mutual agreement.
- XI. The Permanent Income TaxNo. (PAN) -----has been submitted.
- XII. We agree to abide by all the terms and conditions mentioned in this form issued by the Procuring entity and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

Name & Seal of the firm: Authorized Signatory:

mb .

# ANNEXURE-2: BIDDER'S AUTHORIZATION CERTIFICATE (to be filled by the bidder)

To,

(Procuring entity),

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: - Seal of the Organization:

Date: Place:



# ANNEXURE 3: SELF-DECLARATION (On rupees 500/- non judiciary stamp paper)

Procuring entity},			
			Photo
			with
			Signature

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

If the information given above and in the enclosed documents is true to the best of my knowledge and belief and nothing has been concealed therein. I am well aware of the fact that if the information given by me is proved false/not true, I will have to face the punishment as per the law. Also, all the benefits availed by me shall be summarily withdrawn.

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Thanking you,

0	11				- 1
1	211	A	tte	12	ed

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

et of

#### **ANNEXURE-4: BANK GUARANTEE FORMAT**

#### A - BANK GUARANTEE FORMAT -BID SECURITY

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

To,

The Additional Director (Admn.),

State Insurance and P.F. Department.,

Beema Bhawan, Jai Singh Highway, Jaipur, -302016 (Raj).

Sir,

In accordance with your Notice Inviting Bid for <ple>please
 specify> M/s.
 (Name & full address of the firm) (Hereinafter called the "Bidder")
 hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document.

It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <Rs. \_\_\_\_\_ (Rupees <in words>)> in respect to the NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_ issued by SIPF, New Beema Bhawan, Jai Singh Highway, Jaipur, -302016, Rajasthan (hereinafter referred to as "SIPF") by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date(i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.

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

- 3. We, the aforesaid bank, further agree that the SIPF shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the SIPF on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the SIPF that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the SIPF shall be final and binding on us.
- 4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the SIPF and it is further declared that it shall not be necessary for the SIPF to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the SIPF may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.



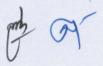
5.	Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post of other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to unafter the expiry of 48 hours when the same has been posted.					
6.	If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.					
7.	The right of the SIPF to recover the said amount of <rs (rupees="" <in="" words="">) from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s(Bidder) and/ or dispute or disputes are pending before any court, authority, officer tribunal, arbitrator(s) etc.</rs>					
8.	Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <rs (rupees="" <in="" words="">)&gt; and our guarantee shall remain in force till bid validity period i.e. <pleas specify=""> days from the last date of bid submission and unless a demand or claim under the guarantee is made or us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.</pleas></rs>					
9.	This guarantee shall be governed by and construed in accordance with the Indian Laws, and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceeding arising out of this guarantee, or the subject matter hereof brought by you may not be enforced in or by such countries.					
10.	We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by expres delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.					
Date	e (Signature)					
Plac	e (Printed Name)					
(Des	signation)					
(Bar	sk's common seal)					
10.1	April of describ in Argue by the SITE of the sold processed income welcon are denot, reservance					
In p	resence of:					
WT	TNESS (with full name, designation, address & official seal, if any)					
(1).	at bounder vance. Next as necessarily to proceed with the proceed and the second of th					
	consisted and boards or boards and as to the cavour or measure of loss, damage, so to the collection and					
(2).	eased for or entire editor or that may be dulied to be surrous as the SUPs stuff be thou and omning on as to Wis. the west Bark fruiter, grow that the fautrance hours conceined should not so this					
	in released by the SHT and it is finded distance that it dual for the recessary for the SHT in proceed manner					
Not	e-The bid security must remain valid thirty days beyond the original or extended validity period of the bid.					

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# B - BANK GUARANTEE FORMAT - PERFORMANCE SECURITY (PBG)

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

То	
Th	e Additional Director (Admn.),
Sta	ate Insurance & P.F. Department,
Be	ema Bhawan, Jai Singh Highway, Jaipur, -302016 (Raj)
	south side that space of Word or disease Enrich on and Vinery has 1 to enter the parties of the disease of the same of the sam
1.	In consideration of the SIPF, Beema Bhawan, Jai Singh Highway, Jaipur, -302016 (hereinafter called "SIPF") having agreed to exempt M/s
2.	We
3.	We(indicate the name of Bank), undertake to pay to the SIPF any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal, and unconditional.
4.	We(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <date> and that it shall continue to be enforceable for above specified period till all the dues of SIPF under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the SIPF certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.</date>
5.	We(indicate the name of Bank) further agree with the SIPF that the SIPF shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the SIPF against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such



variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the SIPF

	provision, have effect of so relieving us.						
6.	The liability of us						
7.	We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the SIPF in writing.						
7	This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the SIPF.  Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs  (Rupeesonly).						
8	It shall not be necessary for the SIPF to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the SIPF may have obtained or obtain from the contractor.						
9	We						
10	We hereby confirm that we have the power(s) to issue this guarantee in your favour under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.						
Dat	edday ofFor and on behalf of the <bank> (indicate the Bank)</bank>						
ents dow	Signature						
	(Name & Designation)						
	Bank's Seal						
	The above performance Guarantee is accepted by the (SIPF)						
	For and on behalf of the SIPF						
	n en la la boneg benega escala de la servició de Signature.  Sen la la bonega la la la bana de la						
	(Name & Designation)						
No	te-The bid Performance security must remain valid sixty days beyond the date of completion of all contractual						

or any indulgence by the SIPF to the said Contractor(s) or by any such matter or thing whatsoever which would but for this

obligations of the bidder. Including warranty obligations and maintenance and defect liability period.

# Annexure - 5: Format of Bid Securing Declaration

(To be executed on a non-judicial stamp paper of 50/- Purchased in Rajasthan Only)

Date: [insert date (as day, month and year)] Bid No.: [insert number of bidding process]
Alternative No, if permitted: [insert identification No if this is a Bid for an alternative] To: (insert complete name and address of Procuring Entity)

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

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

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

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

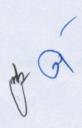
We accept that we will automatically be suspended from being eligible for bidding in any contract with you, [insert designation of the Procuring Entity], for the period of time of [insert number of months or years, as required by the Procuring Entity] starting on [insert date], if we are in breach of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

- (a) withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity specified in the Bid Data Sheet (hereinafter "the BDS"); or
- (b) having been notified during the period of bid validity specified in the BDS, about the acceptance of our Bid by yoti,
  - (i) fail or refuse to execute the Contract Agreement within the time period specified in the BDS,
  - (ii) fail or refuse to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB") within the time period specified in the BDS, or
- (c) breach a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB. We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii)

thirty days after the expiration of our Bid.	
Signed:	
finsert signature of person whose name and canacity are shown	of CBD for Cumply & Installation



Name: [insert complete name of person sign	ning the Bid-Securing Declaration]
In the capacity of:[insert legal capacity of per	rson signing the Bid-Securing Declaration]
Duly authorized to sign the bid for and on behalf of:	[insert complete name and address of the Bidder]
Dated on day of , [insert date of signing]	
Corporate Seal	[affix corporate seal of the bidder
[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in Venture that submits the bid.]	n the name of all partners to the Joint



# ANNEXURE - 6: DRAFT AGREEMENT FORMAT

(to be signed by selected bidder and procuring entity)

An agreement made this
WHEREAS the Procuring Entity invited Bids for certain Services, viz.,
and has accepted a Bid submitted by the Supplier for the supply of those Services for the sum of{amount in figures and words] (herein after "the Contract Price"). NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:
In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
<ol> <li>The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:</li> <li>(a) The Procuring Entity*s Notification to the Supplier of Award of Contract;</li> <li>(b) The Bid Submission Sheet and the Price Schedules including negotiated Price, if any, submitted by the Supplier;</li> <li>(c) The Special Conditions of Contract;</li> <li>(d) The General Conditions of Contract;</li> <li>(e) The Schedule of Supply;</li> <li>(f) Instructions to Bidders;</li> </ol>
(g) The Notice Inviting Bids; (h) In the event of any discrepancy or inconsistency within the Contract documents, the documents shall prevail in the
order listed above.  2.' In consideration of the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.  3. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Central and the State Government on the day, month and year first mentioned herein before.
Witness 1 Witness 2
Signed by:(for the Supplier)
Name Designation Address
Witness 1 Witness 2
Signed by:
My -

(for the Procuring Entity)
(On behalf of Governor of the State of
Rajasthan) Name

Designation \_\_\_\_\_ Address \_\_\_\_

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# ANNEXURE-7

# House-keeping Consumables List (Compliance Sheet)

(Estimated Average Monthly • Requirement)

S.No	Item	Quantity	Compliance /Brand
1	R-25 Ltr. Surface cleaner	5 Ltr	
Z	T-POL	5 Ltr	gantosi es essense anos.
3	Harpic Blue	40 Ltr	
4	Liquid Soap	40 Ltr	
5	Lizol	20 Ltr	
6	Glass Cleaner Colin	40 Ltr	
7	Phenyl	60 Itr	
8	Soft Broom	20 pcs	
9	Scotch Brite	20 Pcs	
10	Floor Wiper (As and when required)	20 pcs	
11	Room Spray	05 pcs	200 90 St RA
12	Hit (Red)	12pcs	
L3	Hit (Black)	12 pcs	
14	Naphthalene balls (400gm)	5 packets	
15	PDCB Pink	12 Nos	- Professor V
16	Odonil /Airwick	48 No.	
17	Hand duster	48 No	
18	Floor Duster	24 No	LEVEN SOFT AND ADDRESS OF THE PARTY OF THE P
19	Acid	40 Ltr	. 9296303651796
20	Garbage bag (Big)	3 Kg	
21	Garbage Bag (Small)	3 Kg	may have a second
22	Toilet Roll	100pcs	
23	Vim Bar 6 nos.	20 pcs	
24	Washing Powder	10 Kg	
25	R-1 Toski Chemical	5 Ltr	
26	Hard Broom with long handle	10 Nos	
27	Toilet Brush	20 Nos.	

Important points

b) Cleaning material (should be branded and ISI marked or equivalent) subject to approval of committee/ designated officer.



a) All necessary Quantity of above items should be provided by Service provider as per requirement subject to 10'X upside variation.

#### ANNEXURE-08: HOUSE KEEPING SERVICES (DRAFT DAILY LOG SHEET)

<b>Location Name</b>						
Floor						
Service name	House keep	House keeping Services				
Sub Service Name	Cleaning, dusting and Sweeping Services					
Date			Time:			
Particulars	Labour			Site Supervisor of firm		
	Work completed (Y/N)	Remark (if any)	Checked (Y/N)	Remark (if any)		
All Rooms		2001		75000000000		
All Cabins		***************************************				
Halls				A Resident of the Land Control of the Control of th		
Corridors		e e e e e e e e e e e e e e e e e e e		and doctor		
Stairs						
Open area/area not mentioned above (if any)						
Labour Name: Contact details:			Site supervisor Name: Site supervisor Contact Details: Site Supervisor Signature: Site supervisor marking: Satisfactory/Unsatisfactory			

# Note:

- 1. This log sheet has to be filled every time the services are being performed by the manpower of the selected bidder.
- 2. If the site supervisor does not satisfy with the work done by the labour, the work has to be done again until its satisfaction.
- 3. If the problem covers under the scope of the bidder and the site supervisor is not satisfied with the work done by its associated labour, the same has to be replaced immediately at the level of selected bidder.
- 4. If there is any problem which is beyond the control/scope of the selected bidder and the site supervisor is not satisfied with the work done by its associated labour, the same has to be informed in writing to the SIPF immediately.



# ANNEXURE -09: Monthly work verification report (Should be verified by the location in charge)

Location Name:		
Period:	. To date	· · · · · · · · · · · · · · · · · · ·
services (i.e. M/ssatisfactory in the mentioned period.	d premise The houseke	he firm deputed for housekeeping and other maintenance are found to be beeping and other required material was sufficient during the
Site Supervisor		Nodal officer:
Name:		Name:
Contact number:		Designation
Seal of the company		Seal:



# ANNEXURE - 10: Monthly work verification report (Should be verified by the Department's Committee)

Location Name:			
Period:	. To date	Late with the state of the state.	This is to cently that the service
services (i.e. M/s			usekeeping and other maintenance ) are found to be ed material was sufficient during the
Nodal Officer		Members	1988
			Contact member
			year of the surpage



# ANNEXURE —11: INSPECTICIN REPORT FORMAT

Date			Time		
Name of the location			to a common to	No. o. sures o. d. a.	
Floor	and the second				
Name of floor OIC		ned Jewise Harman			
Observations:				AND TOOL CHAP	
	9.1	PRICE SCREEN			
Inspected by: Name: Designation: Signature:	Monthly Ex	aezgin	Bens Dese		
Nodal officer: Name: Designation Seal:		and Sewel Jasingh san Sawel Jasingh sinsek, Jame Pin			
Representative of selected firm: Name: Designation: Mobile no.: Signature:		n payable as per cules.	itza sel like	<u>aud</u> (20-1 -	

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