

Tender Fee Rs. 1000/-
+ GST Rs. 180/-
Total Rs. 1180/-

RAJASTHAN STATE WAREHOUSING CORPORATION

BID No. HO/Adm/F.15/Manpower/2020-2022/ 4398

Dated: 29.04.2020

**BID FOR ENGAGING PLACEMENT AGENCY FOR PROVIDING
MANPOWER SERVICES**

BID DOCUMENT

RAJASTHAN STATE WAREHOUSING CORPORATION

H.O. Bhawani Singh Marg, Jaipur -302015

Website: <http://www.agriculture.rajasthan.gov.in/content/agriculture/en/RSWC-dep.html/>

Email: rswcho@gmail.com

TABLE OF CONTENTS

| | |
|---|----|
| 1. NOTICE INVITING BIDS | 4 |
| 2. DEFINITIONS | 6 |
| 3. ELIGIBILITY CRITERIA OF BIDDERS | 6 |
| 4. SUBMISSION OF BID | 8 |
| 5. CORRESPONDENCE | 10 |
| 6. COST OF BID DOCUMENT (TENDER FEE)&E-TENDER PROCESSING FEE..... | 10 |
| 7. EARNEST MONEY DEPOSIT (EMD)/BID SECURITY | 10 |
| 8. SCOPE OF WORK..... | 11 |
| 9. INSTRUCTIONS TO BIDDERS..... | 12 |
| 10. EVALUATION OF BID DOCUMENTS..... | 13 |
| 11. AWARD OF CONTRACT AND PERFORMANCE SECURITY DEPOSIT | 15 |
| 12. SPECIAL CONDITIONS OF CONTRACT | 15 |
| 12.1 GENERAL CONDITIONS | 15 |
| 12.2 DURATION OF CONTRACT | 19 |
| 12.3 VARIATION CLAUSE..... | 19 |
| 12.4 STATUTORY OBLIGATIONS | 19 |
| 12.5 PAYMENT TERMS | 21 |
| 12.6 CONCILIATION, ARBITRATION & JURISDICTION | 22 |
| 12.7 FAILURE TO PROVIDE SERVICES AS REQUISITIONED AS PER THE CONTRACT AGREEMENT | 22 |
| 12.8 SUSPENSION OF WORK | 23 |
| 12.9 TERMINATION OF CONTRACT AGREEMENT | 23 |
| 12.10 FORCE MAJEURE | 23 |
| ANNEXURE – I | 24 |
| CHECK LIST OF DOCUMENTS TO BE ENCLOSED..... | 24 |
| ANNEXURE – II, FORM-I..... | 25 |
| DECLARATION FOR ACCEPTANCE OF TERMS & CONDITIONS OF THE BID | 25 |
| ANNEXURE – II, FORM-II..... | 26 |
| BIDDER’S PROFILE AND DOCUMENTS TO SUBSTANTIATE ELIGIBILITY OF THE BIDDER | 26 |
| ANNEXURE – II, FORM-III | 28 |
| TECHNICAL CAPACITY OF BIDDER | 28 |
| ANNEXURE – II, FORM-IV | 36 |
| FINANCIAL CAPACITY OF BIDDER | 36 |
| ANNEXURE-III | 31 |
| ONLINE FORMAT OF FINANCIAL BID FOR PROVIDING MAN POWER SERVICES | 30 |
| ANNEXURE-IV | 41 |
| FORMAT OF AGREEMENT | 41 |
| ANNEXURE – V | 44 |
| PROFORMA OF BANK GUARANTEE FOR THE BID SECURITY/ EMD..... | 44 |
| ANNEXURE – VI..... | 47 |
| PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT..... | 47 |
| ANNEXURE A TO ANNEXURE C AS PER INSTRUCTIONS OF CIRCULAR NO. 3/2013 DATED 04-02-2013 FINANCE (G&T) DEPARTMENT, GOVT. OF RAJASTHAN..... | 49 |

1. NOTICE INVITING BIDS

Rajasthan State Warehousing Corporation hereby invites online bids from eligible Bidders for engagement of their services for a period of two years through this 'Request for Proposal' (BID).

- i. The complete bid document can be downloaded for online submission from the state e-procurement website <https://eproc.rajasthan.gov.in> and the interested bidders will have to submit their offer in electronic formats both for technical and financial proposal on this website with their digital signatures. The complete bid document can also be seen on Corporation's website <http://www.agriculture.rajasthan.gov.in/RSWC> and state procurement portal www.sppp.rajasthan.gov.in.
- ii. Bidders who wish to participate in this bidding process must register on <https://eproc.rajasthan.gov.in>. To participate in online tenders, as per Information Technology Act, 2000, **Bidders will have to obtain Digital Signatures (class 2 / class 3 category) issued by a licensed Certifying Authority for e-tendering portal.** Bidders who already have a Valid Digital Signature Certificate need not obtain a new Digital Signature Certificate. This DSC will be used to sign the bids submitted online by the bidder. Unsigned tenders will not be entertained and will be rejected outright.
- iii. Schedule to the invitation of BID/Tender:

| S. No. | Item | Particulars |
|--------|---|---|
| a) | Designation and address of the authority inviting BID/ tender | Joint Director (Adm) Rajasthan State Warehousing Corporation, Jaipur. |
| b) | BID/Tender No | Bid No. HO/Adm/F.15/Manpower/2020-2022/4398 |
| c) | Name of work | Providing manpower services to RSWC |
| d) | Estimated Cost | Rs. 1,12,20,080 (Including Management cost, |
| e) | Cost of Bid Document (Tender fee) (Non-Refundable) | Rs. 1180 (Rupees One Thousand One Hundred Eighty Only) (Rs. 100 |
| f) | e-tender Processing Fee (Non-Refundable) | Rs. 1000 (Rupees One Thousand Only) |
| g) | Earnest Money Deposit (EMD) / Bid Security | Rs. 2,24,402 (Rupees Two Lakh Twenty Four Thousand Four Hundred two only) |
| h) | Date of issue | 29.04.2020 |
| i) | BID Download Start and Online Bid submission Date | 29.04.2020 |
| j) | Last date and time for Online Bid submission | 28.05.2020, 05:00 PM |

| S. No. | Item | Particulars |
|--------|--|--|
| k) | Physical submission of original DD / BC / BG for Tender fee, EMD / Bid Security and e-tender Processing Fee in RSWC office | 28.05.2020, 05:00 PM |
| l) | Technical Bid Opening Date / Time | 29.05.2020, 03:00 PM |
| m) | Financial Bid Opening Date / Time | Will be intimated later to the Technically qualified bidders through e-mail / phone |
| n) | Websites for downloading Tender Document and subsequent clarification/ modification, if any | https://eproc.rajasthan.gov.in www.sppp.rajasthan.gov.in http://www.agriculture.rajasthan.gov.in/rswc |
| o) | Websites for Online Bid Submission | https://eproc.rajasthan.gov.in |
| p) | Bid Validity | 60 Days from the last date of bid submission |
| q) | Duration of contract | Two years from date of commencement of the service with an option of extension for one more year. |

Note:

1. The Technical Bid will be opened on the specified date & time in presence of Bidders or their authorized representative who chooses to attend. In the event of the date specified for bid receipt and opening being declared as a government holiday the due date for opening of bids will be the next working day at the same time and place or on any other day/time, as intimated by the RAJASTHAN STATE WAREHOUSING CORPORATION (RSWC).
2. In case of change of schedule of these events, the changed schedule would be indicated on the above mentioned websites.
3. Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be down loaded from the above mentioned websites. Intimation for change in the schedule of Bid opening etc. shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.
4. Physical submission of bid is not allowed.
5. RSWC will not be responsible for any delay in submission of online bid due to any reason.

Joint Director (Adm)

Rajasthan State Warehousing Corporation, Jaipur.

Phone No. 0141-2576965,

Mobile No. 94133 86789

| | |
|-------------------------------------|--|
| Agreement | The Contract Agreement to be executed between RSWC and Agency, subsequent to the Letter of Award, as per the format at Annexure- IV. |
| Agency/ Contractor | The Agency/Contractor engaged pursuant to this BID for conducting the Work as per the Scope of Work defined in this document. |
| Corporation/ RSWC | RAJASTHAN STATE WAREHOUSING CORPORATION |
| Services | Shall mean office support services to RSWC, Jaipur as mentioned in Scope of Work |
| Agency Personnel | Shall mean and include all the employees, workers, agents etc., of Agency who may be engaged by the Agency (directly or indirectly) for providing the office support services to RSWC, Jaipur, under the Agreement pursuant to this BID process. |
| LOA | Letter of Award - Letter from Corporation to selected Agency conveying selection and outlining the terms and rates for the work. |
| BID | Request for Proposal |
| Bidder | The firm or company which submits proposal in response to this BID within the time prescribed for the purpose |
| Technically Qualified Bidder | A Bidder whose Technical Bid is considered eligible and technically responsive by RSWC |
| Contract Agreement Amount | The contract amount finally approved by RSWC for the entire work for the duration of the contract (and extended) pursuant to this BID process, as mentioned in the LOA. This will include Total Wage Amount plus Total Management Fees plus GST (as applicable) for two years for 39 manpower. |
| Work | The work of office support services to RSWC, Jaipur to be carried out as per the Scope of Work defined in this BID. |

2. DEFINITIONS

3. ELIGIBILITY CRITERIA OF BIDDERS

| S. No. | Eligibility Criteria | Documents required to substantiate the same |
|--------|--|--|
| i. | The bidder firm should be in existence at least for last three financial years excluding the current financial year (i.e., in existence at least from 01.04.2014 or earlier) and should be in business of providing supply of manpower | a. Registration certification of the firm/ Partnership deed/ Certificate of incorporation, etc. b. Income Tax Registration (PAN) |

| S. No. | Eligibility Criteria | Documents required to substantiate the same |
|--------|--|---|
| | services. | c. GST Registration |
| ii. | Bidder should neither be a black listed firm nor should its contracts have been terminated/foreclosed by any company / department during last 3 financial years ending 31.03.2019 and during current financial year till date of bid submission due to non-fulfilment of Contractual obligations. | A self-declared certificate to this effect, signed by authorised signatory of the bidder company/ firm in the Bid profile (Annexure-II, Form-II). |
| iii. | <p>The bidder should have the following registrations:</p> <p>a) Registration certificate and Licence Number under Contract Labour (Regulation & Abolition) Act, 1970.</p> <p>b) Under Employees' Provident Funds and Miscellaneous Provisions Act, 1952.</p> <p>c) Under Employees' State Insurance Act, 1948.</p> <p>d) Under The Private Security Agencies (Regulation) Act, 2005 & The Rajasthan Private Security Agencies (Regulation) Rules 2006</p> | Self attested copy of the each document/ certificate for (a) to (d), in the name of Bidder Firm (not in individual name). |
| iv. | <p>The bidder firm should have the following experience of manpower supply (i.e., the bidder firm should have the experience of providing manpower to the organization who has placed the work order. Specific nature of work/ job on contractual basis will not be considered) to reputed private sector companies/ Public Sector Companies/ Government undertakings/ Autonomous Bodies/ Banks / Central or State Government Departments etc. as given below, any time during the past 3 years, excluding the current financial year (i.e. 2016-17, 2017-18 and 2018-19) :</p> <p>a) At least one work for outsourcing of manpower for a minimum period of one year with annual contract amount \geq Rs. 20 lakh (excluding service tax/ GST),</p> | <p>Certificate(s)/ document(s) of satisfactory completion of the work(s) issued by the authorised signatory of the client clearly mentioning:</p> <ol style="list-style-type: none"> 1. Period of the work 2. Amount paid for the work for entire period, and 3. Satisfactory completion of the work |

| S. No. | Eligibility Criteria | Documents required to substantiate the same |
|--------|--|--|
| | <p>or</p> <p>b) At least two works for outsourcing of manpower for a minimum period of one year with annual contract amount \geq Rs. 15 lakh (excluding service tax/GST),</p> <p>or</p> <p>c) At least three works for outsourcing of manpower for a minimum period of one year with annual contract amount \geq Rs. 10 lakh (excluding GST)</p> | |
| v. | The firm's annual turnover should not be less than Rs. 20 Lakh per year in any one financial year out of the last three financial (i.e. 2016-17, 2017-18 and 2018-19). | <ul style="list-style-type: none"> • Audited Profit and Loss A/c <u>OR</u> • Income Tax Returns (ITR) clearly showing the amount of turnover <u>OR</u> • Certificate from a Chartered Accountant certifying the turnover. |

Note: All requisite documents submitted for eligibility criteria must be clearly legible and must clearly mention the information required.

4. SUBMISSION OF BID

- i. Submission of bids only through online process is mandatory for this Tender. Bids sent by Post, FAX or e-mail or presented in person will not be considered.
- ii. The Bidder should get himself registered on procurement portal (<https://eproc.rajasthan.gov.in>) and create users and assign roles on this portal. Further to this, bidder shall download Notice Inviting Bids (NIB) and copy of BID from this site.
- iii. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (class 2/ class 3 category) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any licensed Certifying Authority for e-tender portal. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- iv. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial bid. The technical bid should also contain scanned copy of DD/ Bankers Cheque for Tender Fee & e-tender Processing Fee and scanned copy of DD/ Bankers Cheque /Bank Guarantee for EMD. However, DD/ Bankers Cheque / BG for Tender Fee, e-tender Processing Fee & EMD should be submitted physically at the following address of RSWC with a covering letter mentioning therein the details & name of BID, by the scheduled date and time as per NIB.

Joint Director (Adm)
Rajasthan State Warehousing Corporation,
Bhawani Singh Marg
Jaipur- 302015.

- v. RSWC 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 last minute issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- vi. Utmost care be taken to name the files /documents to be uploaded on portal. There should not be any special character or space in the name of file, only underscores are permissible.
- vii. A single-stage two envelope selection procedure shall be adopted. The Bid shall contain:

a) Part-A : Technical Bid

This Part should contain the Technical Bid consisting of a pdf copy of this 'Bid Proposal' with each page digitally signed by the Bidder in acceptance of the terms and conditions therein, along with scanned copy of all the required documents, DD/BC/BG with annexures of BID duly filled in support of eligibility, EMD, tender fee and e-tender processing fee. **Apart from being digitally signed, all the documents should be physically signed and stamped on each page by the authorised representative of the bidder.**

All the Annexure shall be duly filled (except III, IV & VI), physically signed & scanned (in pdf format) and digitally signed on each page and to be submitted online as part of technical bid.

*** No price bid should be indicated at any place in the Technical Bid, otherwise the Proposal shall be summarily rejected.**

b) Part-B: Financial Bid (BOQ)

This Part should contain the Financial Bid in the prescribed Format as per Annexure-III.

Utmost care should be taken to upload the Financial Bid. Any change in the format of Financial Bid file shall render it unfit for bidding. Following Steps may be followed in submission of Financial Bid:

- i. Download format of Financial Bid in xls/ xlsx format (Password protected file).
- ii. This XLS/ XLSX file is password protected file. Don't unprotect the file. Price has to be filled in this file.
- iii. Fill Bidder's Name & Management Fee (in terms of percentage of Total Wage Amount for two years for 39 manpower as per Clause 8 of the BID) in downloaded Financial Bid format as specified (in XLS/ XLSX format only) in greenback ground cells. Don't fill in other colour cells.

- iv. Validate the sheet and Save filled copy of downloaded financial bid file in your computer and remember its name & location and upload correct file (duly filled in).

5. CORRESPONDENCE

For any clarification regarding this BID, the following officer of RSWC may be contacted:

Jiont Director (Administration)

Rajasthan State Warehousing Corporation,

Bhawani Singh Marg, Jaipur-302015 Tel. No. 0141-2576965

Email: rswcho@gmail.com

For any assistance in online submission, RISL helpline may be contacted as per following details:

0141-4022688, Email: eproc@rajasthan.gov.in

6. COST OF BID DOCUMENT (TENDER FEE) & E-TENDER PROCESSING FEE

- i. The complete bid document can be downloaded for online submission from the website <https://www.eproc.rajasthan.gov.in>. Cost of Tender Document (Tender fee) is Rs. 1000+GST@ 18% totalling to Rs. 1180/- which shall be paid in the form of Demand Draft/ Bankers Cheque of Scheduled Bank drawn in favour of 'RAJASTHAN STATE WAREHOUSING CORPORATION', payable at Jaipur. The Tender fee is non-refundable.
- ii. In addition, E-tender processing fee of Rs. 1000 per bid shall be paid in the form of banker's cheque/ DD of Scheduled Bank drawn in favour of 'Managing Director, RISL', payable at Jaipur.
- iii. Any Bid not accompanied by valid Tender fee / E-tender processing fee in acceptable form will be liable to treated as being non-responsive & shall be rejected.

7. EARNEST MONEY DEPOSIT (EMD)/BID SECURITY

- i. Bid Security / Earnest Money in the form of Demand Draft/Bankers Cheque of Rs. 2,24,402 (Rupees Two Lakh Twenty four Thousand four hundred two only) drawn on any Scheduled Bank in favour of RAJASTHAN STATE WAREHOUSING CORPORATION, payable at Jaipur, shall form part of the bid. The EMD can also be deposited in the form of Bank Guarantee (**valid up to 120 days from the Last date of Bid submission**) in the format enclosed at Annexure-V drawn on any Scheduled Bank in favour of RAJASTHAN STATE WAREHOUSING CORPORATION, payable at Jaipur
- ii. Any Bid not accompanied by valid Bid Security/ Earnest Money in acceptable form will be liable to be treated as being non-responsive & shall be rejected.
- iii. The Bid Security / Earnest Money Deposit shall be forfeited in the following cases, namely :

- b. when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
 - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;
 - d. when the bidder does not deposit the performance security within specified period after the supply / work order is placed; and
 - e. if the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of these rules.
- iv. The Bid Security / Earnest Money of successful Bidder shall be adjusted against Performance Security Deposit or refunded after deposition of the full Performance Security Deposit, as the case may be.
- v. The Bid Security / Earnest Money shall be returned promptly 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.
- vi. If the successful Bidder fails to deposit the required security or to execute the agreement within the specified period, such failure will be treated as a breach of the terms and conditions of the tender and will result in forfeiture of the Earnest Money, in part or in full, at the discretion of RSWC.

8. SCOPE OF WORK

The scope of work of this tender shall be as given below:

- i. The qualifications and work experience required for personnel to be deployed by the Agency is given in the table below.
- ii. The age of the personnel deployed by the Agency should be between 18- 50 years on 01.01.2020.
- iii. The number of personnel tentatively required at each level is given below. The requirement is indicative only and may further increase or decrease during the period of contract depending upon the exigency of work. RSWC will pay on the basis of actual deployment demanded by and provided to it.

TECHNICAL REQUIREMENTS FOR THE AGENCY'S MANPOWER TO BE DEPLOYED

| Position | Category of Wages | Qualifications | Approx. Requirement | Wages to be paid per month for the duration of the contract (without employer's contribution for PF & ESI and without GST)*(in Rs.) | Approx Estimated Amount |
|------------------------------|-------------------|--|---------------------|---|-------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 |
| Computer Operator cum Typist | Highly Skilled | (i) Graduate in any discipline (ii) Efficiency in English/Hindi typing (iii)Should possess Internet and computer | 16 | 7774 | 124384 |
| Accountant | Highly Skilled | (i) Graduate in any discipline (ii) Experience of accounting (iii)Should possess Internet and computer skills | 1 | 7774 | 7774 |
| Driver | Skilled | (i) VIII th Class Passed (ii) Experience of driving LMV with commercial LMV license. | 4 | 6474 | 25896 |
| Security Man | Skilled | X th Class Passed | 21 | 6474 | 135954 |
| Class-IV | Unskilled | VIII th Class Passed | 8 | 5850 | 46800 |
| Total | | | 50 | | 340808 |

| S. No. | Details | Amount (in Rs.) |
|--------|--|--------------------|
| 1. | Total wage cost for two years for 50 manpower | 81,79,392 |
| 2. | Statutory obligations (PF @ 13% and ESI @ 3.25%) on current applicable | 13,29,151 |
| 3. | Total Wage Amount for two years for 50 manpower | 95,08,543 |
| 4. | Statutory obligations (GST @ 18%) on current | 17,11,537 |
| | Total Approx Estimate | 1,12,20,080 |

* If Government increases the minimum wages during the period of this contract being in force, the Agency will pay revised minimum wages to manpower, if such minimum wages are higher than above mentioned monthly wages, from the date on which such revision comes into force. In such case of upward revision of wages, RSWC will pay applicable minimum wages or above mentioned wages, whichever is higher from the date on which such revision comes into force with PF, ESI and GST applicable as per rules. There will not be any revision in the rate of management fees due to revision of wages, whatsoever be the reason, during the period of contract/extended period of contract.

9. INSTRUCTIONS TO BIDDERS

- i. Quantities as mentioned in the Scope of Work above are approximate.
- ii. If any change/ deletion is made by the Bidder in the Bid document and if the same is detected at any stage even after the award of the tender, full Earnest Money Deposit/ Performance Security Deposit will be forfeited and the contract will be terminated at his risk and cost.
- iii. Alterations or overwriting, if any, should be legible and signed by the bidder alongside such alterations or overwriting. However, whitener should not be used for any alterations.
- iv. Tenders filed after the last time and date for submission of Bid shall not be considered.
- v. If some of the document/ annexure(s) is/ are missing in the Bid, the Corporation may reject the Bid.
- vi. The proposal should not contain any conditional offer. Bids containing such offers may be rejected.
- vii. Any action on the part of the bidder to influence any officer of RSWC or canvassing in any form shall render the tender liable for rejection.
- viii. If required, the bidders may be called for presentation/ briefing at a date and time to be decided later.
- ix. Any Bid not supported by valid Earnest Money Deposit, Tender fee and e-tender processing fee, in acceptable form will be liable to be treated as being non-responsive.
- x. The Earnest Money Deposit is liable to be forfeited if the Bidder withdraws or amends or impairs or derogates from the Bid in any respect within the period of validity of its Bid or any extension thereof. The decision of RSWC in this respect shall be final and binding.
- xi. Bids complete in all respects must be filed not later than the time and date indicated in this Bid. RSWC may, at its discretion, extend this deadline for the submission of Bids by amending the BID Document and in that case all rights and obligations of RSWC and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.
- xii. The bidder will be bound by the details furnished by him / her to the Corporation while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract.
- xiii. RSWC may in its sole discretion and at any time during the processing of Tender, disqualify any bidder from the Tendering process if the bidder has –
 - a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
 - b. If found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.

- c. Submitted Tender document, which is not accompanied by required documentation and Earnest Money Deposit (EMD) or is non-responsive.
- d. Failed to provide clarifications related thereto, when sought.
- e. Submitted more than one bid. This will cause disqualification of all bids submitted by such applicants except the last bid received.

10. EVALUATION OF BID DOCUMENTS

- i. The bids will be opened online on website at the time, date and place as per schedule specified in the Notice Inviting Bids (Clause 1) of this BID.
- ii. Only Technical Bids will be opened first and RSWC will evaluate technical Bids as per criteria set forth in this Bid document.
- iii. If clarifications are required to be necessary (for the proper evaluation of the proposal), RSWC may, at its discretion, ask for such clarification in writing and bidder shall be obliged to provide such clarifications within the time specified by RSWC.
- iv. The Financial Bids of only those Bidders who clear technical evaluation stage will be opened & evaluated on the date decided and intimated through e-proc website later on.
- v. The Bidder should quote for the Rate of Management Fee (in terms of percentage of Total Wage Amount for two years for 50 manpower as per Clause 8 of the Bid Document) as mentioned in the Financial Bid format. The management fee shall include all incidental charges of manpower deployment, supervision charges, legal & statutory compliance cost, establishment/ overheads, transport, all risks, rest relievers and any other obligations set out or implied in the Contract, Agency's profit and any other charge incident to this contract. It will be over and above the monthly emoluments to be paid to the personnel.
- vi. The bidder must select only the "Excess (+)" option in the "Select" while quoting rate in "Quoted Rate" in the Financial Bid (Annexure –III). "Less (-)" or Zero values in the "Quoted Rate" shall not be considered and the bid shall be summarily rejected.
- vii. The evaluation will be done on the basis of rate of the management fees (in terms of percentage of Total Wage Amount for two years for 50 manpower as per Clause 8 of the Bid Document) quoted in Financial Bid.
- viii. The Bidder whose Bid is found responsive, complete and in accordance with the BID Document and has been determined to be the most advantageous offer (L-1) to RSWC will be adjudged as successful Bidder.
- ix. If the management fees quoted in the bid of the successful bidder is substantially below the tendering authority's estimates for the contract, it may ask the bidder to produce detailed price breakup to demonstrate the internal consistency and justification/ reasonability of those quoted prices. After evaluation of the same, if the tendering authority does not satisfy with the justification/ reasonability of the quoted prices given by the bidder, it may require the amount of the Performance Security be increased at the expense of the successful bidder to a level sufficient to protect the tendering authority against financial loss in the event of default of the successful bidder under the Contract. The decision of the authority shall be final and acceptable to the bidder.

- x. In case of tie in the Management Fees quoted in Financial Bid, the bidders with the same bidding amount will be asked to resubmit their bids. The bidding amount then should necessarily be lower than that of the rates quoted earlier.
- xi. In case of tie again, the work will be distributed among the successful bidders. In that case, decision of RSWC shall be final and shall be acceptable to the bidders.
- xii. No further discussion/ interface will be held with the bidders whose bids have been Rejected/ Disqualified/ Technically Disqualified.
- xiii. Not with standing anything contained in the Bid Document, the Corporation reserves the right to:
 - a) accept any tender not necessarily lowest,
 - b) reject any tender, or,
 - c) reject all tenders and annul the bidding process,without assigning any reason at any time before issuance of a letter of award without incurring any liability.

11. AWARD OF CONTRACT AND PERFORMANCE SECURITY DEPOSIT

- i. The Successful Bidder shall be notified through a Letter of Award (mentioning the Management Fees as percentage of the total wage amount excluding GST) sent through e-proc website and through email to be confirmed in writing by registered/ Speed Post/ By hand that its Bid has been accepted.
- ii. Upon receipt of the 'Letter of Award' (LOA), the Successful Bidder shall return one copy of the Letter of Award duly signed and stamped by its authorized signatory within 7 days from the date of issue of Letter of Award.
- iii. The successful Bidder shall submit a Performance Security Deposit equal to 5% of the approved contract amount in the form of Demand draft or Bank Guarantee from any scheduled bank (in Annexure-VI) in favour of Rajasthan State Warehousing Corporation Ltd within 7 days from the date of issue of Letter of Award. The Bank Guarantee (for Performance Security Deposit) should remain valid for a minimum period of 60 days beyond the date of completion of all contractual obligations of Agency.
- iv. An agreement on non-judicial stamp paper as per format at Annexure-IV shall be executed within 15 days of issue of LOA. One copy shall be retained by the Corporation and the other copy shall remain with Agency. The bidder shall pay the expenses of execution and stamping the agreement.
- v. After completion of all contractual obligations, Performance Security Deposit shall be returned to the successful Agency within 60 days.
- vi. In case, the contract is further extended beyond the existing period of contract, the Performance Security Deposit will have to be accordingly deposited/ renewed (for the revised contract amount) by the Agency to meet the requirement of validity of Performance Security up to the extended contract period enhanced by three months.

12. SPECIAL CONDITIONS OF CONTRACT

12.1 GENERAL CONDITIONS

- i. The RTPP Rules as available on Finance Department, Government of Rajasthan website is applicable as a whole on this Bid process and the pursuant contract.

~~However, wherever the provisions contained in this Bid Document are specific in~~
Signature of Agency (Authorised Signatory)

reference to the RTPP Rules, the specific provisions contained in the Bid Document shall prevail.

- ii. By submitting the Proposal, the Applicant agrees to all the points explicitly included in the scope of work & all other terms & conditions mentioned in the BID.
- iii. The Agency will not sub-let the services or a part thereof vertically to any other party.
- iv. While discharging the assigned services, the Agency shall follow all applicable Acts, rules and regulations with regard to manpower and services. It shall also follow the instructions issued by RSWC from time to time. The Agency shall also keep in mind all applicable rules and regulations of RSWC in force. RSWC will be free to take action against the Agency for violating the same.
- v. The Agency shall ensure that the individual manpower deployed in the Corporation conforms to the technical specifications of age, educational and skill qualifications prescribed in Clause 8 of this Bid Document.
- vi. The Agency shall provide List of persons to be deployed to RSWC & ensure to have following documents of the persons deployed with it before the commencement of work:
 - a. Bio-data of the persons along with the certificates in respect of educational/professional qualifications etc.
 - b. Matriculation certificate containing date of birth;
 - c. Detailed proof of identity like driving license (necessary in case of Driver), bank account details, proof of residence and recent photograph.
 - d. Certificate of verification/ acknowledgement of deployed personnel by concerned Police Station.

Any subsequent changes should be informed immediately. Authorised person of the RSWC will have right to inspect these documents as and when required.

- vii. The Agency 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 to RSWC, for reference and records.
- viii. The Agency shall ensure that the personnel deployed are medically fit. The Agency shall withdraw such employees who are not found medically suitable immediately on receipt of such a request from RSWC.
- ix. The Agency shall be responsible for proper conduct of its personnel in RSWC premises. In case of any damage/ loss/ theft etc. to the property of RSWC or any damage to the reputation of RSWC 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 RSWC. The same shall be deposited by the Agency with RSWC or could be recovered from the performance guarantee/ monthly payments due to the Agency.
- x. The Agency'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 the Corporation.
- x. The personnel deputed to RSWC shall not be changed by the Agency in general, except in the event of any person leaving the job due to his/ her personal reasons. In the latter case, the Agency shall immediately inform RSWC about the deployed personnel who have left the job.
 - xi. The Agency shall replace immediately any of its personnel who are found unacceptable to RSWC because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from RSWC. The delay in providing a substitute beyond five working days would attract a penalty @ Rs. 500 per day per person up to maximum 5% of the Contract amount payable to the Agency.
 - xii. The Agency shall immediately provide a substitute in the event of any personnel being not available for any reason. The delay in providing a substitute beyond five working days would attract a penalty @ Rs. 500 per day per person up to maximum 5% of the Contract amount payable to the Agency.
 - xiii. For all intents and purposes, the agency shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed by it and deployed in RSWC. The persons deployed by the agency in RSWC shall not be entitled to claim any Master and Servant relationship with RSWC.
 - xiv. The agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. RSWC shall in no way be responsible for settlement of such issues whatsoever.
 - xv. RSWC 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.
 - xvi. The persons deployed by the agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees of the Corporation during the currency or after expiry of the contract.
 - xvii. In case of termination of this contract on its expiry or otherwise, the persons deployed by the Agency shall not be entitled to and will have no claim for any absorption in regular/ other capacity in the Corporation.
 - xviii. The Agency would be responsible for the character & conduct of its personnel. Persons of doubtful character, or with a criminal record, or with a history of conviction by a competent court of law will not be deputed for work under this contract. In case of any complaint against any of the staff, the Agency will be under obligation to change the staff concerned on the instruction of RSWC.
 - xix. Any change in the constitution of the Agency will be notified by the Agency in writing to the Corporation and such changes shall not discharge former office bearer/ member(s) of the Agency from any liability under the Contract. No new partner(s)/ member(s) will be accepted in the Agency in respect of the Contract unless he /she/ they agree to abide by all its terms and conditions and submit an agreement to this effect in writing to the Corporation.
 - xx.

- xxi. The Agency shall nominate a Coordinator who would be responsible for immediate interaction with RSWC, so that optimal services of the persons deployed by the agency could be availed without any disruption. The name and contact details of this Coordinator shall be informed by the Agency to RSWC before start of the work under the contract.
- xxii. The Coordinator shall also be responsible for liaison with all the statutory and public bodies, ensuring timely payment of all dues and applicable taxes to concerned authorities, keeping all the NOC and necessary permits duly validated at all times and initiating prompt action for renewal of the same.
- xxiii. The Agency will exercise supervision and control on all the personnel deployed under this contract.
- xxiv. The Corporation 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.
- xxv. The Agency personnel must not consume or be under the influence of liquor or any other intoxicant while on duty. If any on-duty staffs of Agency are found to be under the influence of liquor or any other intoxicant, the Agency shall immediately replace the person & a penalty of Rs. 1000/- per case will be imposed on the Agency.
- xxvi. RSWC has right to recover losses of RSWC property incurred by any action of the outsourced manpower from the agency.
- xxvii. The Agency will ensure that Photo Identity Card-cum-Entry pass is issued to its personnel deputed for discharging Services in connection with this contract. The format of such photo ID card shall be as approved by RSWC and the specimen signature of the issuer in the Agency shall be sent for information and record to RSWC. Such Photo Identity Card-cum-Entry pass shall be checked by the Corporation and no personnel would be allowed to enter RSWC premises without a valid Photo Identity Card-cum-entry pass. These cards are to be constantly displayed & their loss should be reported immediately.
- xxviii. The Agency shall provide (in 30 days time of award of contract) to its personnel, deputed for Various Services under this tender, uniforms with nameplates for working in RSWC premises. The cost of uniforms will be borne by the Agency as a part of its management fee.
- xxix. The staff not in proper uniform shall not be taken on duty. The Agency shall ensure that each person while on duty is always wearing neat and tidy uniform, along with ID card issued by agency.
- xxx. The Corporation will depute officer(s) for supervising and monitoring the activities, who will also verify the monthly deployment, periodical performance reports submitted by the agency. Problems/ suggestions/ complaints shall be communicated to the Agency by the deputed officer(s).
- xxxi. In case of outstation night halt(s), a reimbursement of outstation expenses @ Rs. 200/- per night per person shall be made extra.
- xxxii. The claim(s) for outstation night halt (s) are to be submitted by the Agency with monthly bill(s) duly verified by the authorised officer(s) from RSWC. All such payment(s) shall be released along with the monthly payment of wages & services to the Agency and the Agency shall be responsible for reimbursing the same to their concerned personnel.

- xxxiii. All Consumable items/ accessories for dusting/ cleaning work shall be arranged by RSWC at its own cost.
- xxxiv. Once the rates of Management Fee quoted by the Bidder, in terms of percentage, it shall remain fixed and not be subject to any escalation during the currency of Contract or extended period of Contract.
- xxxv. The formats of Annexure A to Annexure C, to be enclosed as per instructions of circular No. 3/2013 Dated 04.02.2013 Finance (G&T) Department, Govt. of Rajasthan, are available as part of ANNEXURE-VII of the Bid. Please read carefully and comply:-
Annexure A: Compliance with the Code of Integrity and No. Conflict of Interest
Annexure B: Declaration by Bidders regarding Qualifications
Annexure C: Grievance Redressal during Procurement Process

12.2 DURATION OF CONTRACT

The initial time period of the contract shall be for two years from the date of commencement of services as per the LOA, which may be extended for a further period of one years or part thereof, at the behest of RSWC, depending upon the manpower requirement and administrative convenience of RSWC in mutual agreement with the Agency. Such extension would be at the same terms and conditions. There will not be any change in the percentage rate of Management Fee during extended contract period.

12.3 VARIATION CLAUSE

The quantity mentioned in the Scope of Work and Financial Bid Format is indicative only for the purpose of evaluation and determination of rates. RSWC will have the right to increase or decrease in quantity of services specified in the Scope of Work on same terms and conditions during the contract period/ extended contract period. The bidder shall consider right of RAJASTHAN STATE WAREHOUSING CORPORATION (RSWC) to vary quantities as per latest provisions of RTPPR, 2013 at that time or revision, if any. The payment shall be released as per actual deployment of manpower.

12.4 STATUTORY OBLIGATIONS

- i. The Agency shall comply with all labour legislations applicable to its employees 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 under any applicable laws. The Corporation shall not, in anyway be responsible in this regard either in part or in full. The Agency shall also pay to its employees nothing less than the minimum wages as may be notified by the appropriate Government from time to time or the wage rate prescribed under this Bid, whichever is higher.
- ii. If non-compliance of labour laws in force is found on behalf of the Agency, the contract may be terminated without prior information and without any liability or compensation to the Agency. In such case, the Corporation would be free to get the

services from another source on the risk and cost of the Agency as per provisions of the RTPP Rules, 2013.

- iii. Agency's personnel engaged for Services under this tender will be employees/workers of the Agency, and there will be no relation between the Agency's personnel and the Corporation. This point has to be clarified by the Agency to its personnel, and the Agency will give an undertaking to this effect in writing.
- iv. The Agency will have to ensure that no worker/ employee deputed for service under this tender is below the age of 18 years. If any worker/ employee is found to be below the age of 18 years, the Agency will be held responsible for it and legal action initiated against it. In addition, this shall also be regarded as breach of contract and penalty shall accordingly be imposed.
- v. The Corporation will not be responsible for any accident involving any personnel of the Agency while on work. The Agency itself would be responsible for such accident and also for any kind of compensation to any worker/ employee for such accident. The Agency will have to provide ESI cover to its personnel.
- vi. If Government increases the minimum wages during the currency of Contract, the Agency will pay revised minimum wages to its personnel from the date on which such revision comes into force. In such case of upward revision of minimum wages the Corporation will pay additional amount to the extent revised minimum wages are higher than the rates, prescribed in this Bid.
- vii. The Agency shall maintain full and complete attendance records and all other registers under various labour laws in force and applicable. It shall also maintain all statutory registers under the law. The agency shall produce the same, on demand, to the concerned authority of the Corporation or any other authority under law.
- viii. The Agency shall furnish to the Corporation 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 challans/ Schedules/ returns. In case of any default, RSWC will deduct the dues and release the balance amount to the Agency.
- ix. The Agency shall be responsible for implementation of provisions 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 there under.
- x. The Agency shall allow the Corporation's officials to verify its books in so far as they relate to statutory compliances and provide on demand such documentary proof as may be required by the Corporation. It shall be the responsibility of the Agency to pay its employees for their services, at all times and comply with the requirements related to Income tax and other statutory laws, if any, as applicable.
- xi. In case the bidder firm is registered outside Jaipur then the PF/ ESI amount relating to the workers/ employees deployed at RSWC shall be deposited by the firm at EPFO & ESIC offices in Jaipur and shall submit to RSWC details of PF/ ESI amount deposited for the previous month along with copies of challan and list of workers/ employees for which such PF, ESI contribution amount has been

- deposited along with the bill of a particular month. The payment of PF/ ESI shall be made through a separate challan for employees deployed for RSWC and shall not be clubbed with the employees deployed with other organisation.
- xii. The Agency shall make regular and full payment of salaries and other payments as due to its personnel deputed under service contract and furnish necessary proof whenever required. The payment of personnel by the Agency would be made on or before 7th day of every month. In case 7th day is a holiday, wages should be paid on the preceding working day of the month.
 - xiii. The Agency will ensure the remittance of the salary to the personnel deployed by them in RSWC through Bank Account and a copy of the bank statement for last month will be furnished to this office every month along with the bills.

12.5 PAYMENT TERMS

- i. Calculation of actual payment shall be done on the basis of percentage of Management Fee as mentioned in Letter of Award (LOA) for the manpower actually deployed. The Management Fee in % of the wage amount shall be payable on the monthly bills amount before GST and statutory charges.
- ii. Though the contract to be approved pursuant to this tender process will be for two years, the Agency will raise monthly bills (in triplicate) by the 5th day of the following month to the Joint Director (Adm) enclosing the required certificates as mentioned in this Bid document, duly certified by the officer(s)-in-charge.
- iii. The following documents shall be enclosed with the bills:
 - a. Attendance verified by the Agency's supervisor, signed by the nominated officer of RSWC.
 - b. Last month wage paid register with payment details.
 - c. EPF Challan and PF/ ESI details of last month.
 - d. List of employees with deduction details.
 - e. An undertaking that all the statutory payments and wages up to last month has been paid / deposited and all there is no pendency.
- iv. Payments due shall be made by the Corporation through cheque or RTGS favouring the Agency as soon as possible after the receipt of bill in the Corporation every month.
- v. However, if it is required under law to deduct some statutory taxes at source, these will be deducted before the bill is paid. Penalties, if any, will also be recovered from the bill before payment.
- vi. No amount of interest will be payable by the Corporation, in case of delay or on any other count.
- vii. Necessary certificate of deduction of Income Tax at source shall be issued and furnished to the Agency.
- viii. Only GST, as applicable, shall be paid extra by RSWC. Any other type of statutory taxes applicable on the services under this tender (either in force at present or made applicable in future by a competent order/ notification) will be borne by the Agency and the Corporation shall make no extra payment on this account.

- ix. In case there is a waiver/ exemption/ benefit of any taxes, duties, levies etc. in full or part, the RSWC shall issue, if required, the necessary certificates to the Contractor to take advantage of such benefits. The Agency shall be obliged to obtain such benefits from the respective authorities duly adhering to the conditions prescribed. Such benefit shall be passed on to the RSWC.
- x. No advance payment will be made to the Agency in any circumstance.
- xi. Payment will be made only for the numbers of personnel ordered & actually deployed by the agency.

12.6 CONCILIATION, ARBITRATION & JURISDICTION

- i. In the event of dispute or difference arising between RSWC and the Agency, the same shall be discussed in the first instance between the representative of the Agency and Joint Director (Adm), RSWC.
- ii. If the dispute is not settled amicably, the matter shall be addressed by the aggrieved party to the Authorised signatory of the other party within 21 days of arising of such a claim. If the issue is not resolved within 30 days of receipt of the claim by the respondent party, the aggrieved party shall refer the claim for Arbitration to Managing Director (MD) of RSWC within 10 days after the passage of this time. The MD, RSWC would appoint the Sole Arbitrator/ a panel of Arbitrators of the dispute whose decision shall be final and binding on both the parties. Arbitration proceedings will be assumed to have commenced from the day a written and valid demand for arbitration is received by the MD, RSWC. The place of arbitration will be Jaipur. Wherever applicable, the provisions of the Arbitration and Conciliation Act, 1996 shall apply.
- iii. The courts at Jaipur shall have exclusive jurisdiction over all matters arising out of this tender process or out of the Agreement pursuant to it or out of any arbitration hereunder.

12.7 FAILURE TO PROVIDE SERVICES AS REQUISITIONED AS PER THE CONTRACT AGREEMENT

The Agency shall provide the services as per the requirement of the Corporation. Delay in performance, non-performance or unsatisfactory performance of any service enlisted in terms and conditions of this tender and/ or annexure(s) to it will be termed as default on the part of the agency.

i. **Liquidated Damages:**

In case of any default of Agency, RSWC shall have the right to recover from the Agency Liquidated Damages up to a maximum amount of 10% of the Contract Agreement Amount, which may be in addition to penalty as defined at (ii) below.

ii. **Penalty for significant deficiencies in Services:**

In case of significant deficiencies in Services causing adverse effect on the work or on the reputation of the Corporation, whole or part of the Performance Security Deposit will be confiscated, in addition to Liquidated Damages as defined in (i) above. Other penal action including debarring for a specified period/ black listing

may also be taken. RSWC also reserves the right to raise justifiable claims in the event of breach of contract or deficiency in service by the Agency.

12.8 SUSPENSION OF WORK

- i. If the work is temporarily suspended by the Corporation for any reason whatsoever, the Corporation will convey temporary suspension of the Work in writing to the Agency for which period, the Agency shall fully or partially stop its activities as advised by the Corporation.
- ii. Due to the period under suspension if the time schedule gets extended, the work period shall consequently be treated as extended under the terms and conditions as laid out in this BID.
- iii. If the progress of the Work is suspended by RSWC for a period of more than 2 months, the Agency may seek termination of contract from RSWC.

12.9 TERMINATION OF CONTRACT AGREEMENT

- i. RSWC reserves the right to terminate/ curtail the contract at any time after giving one week's notice to the Agency owing to deficiency of service, sub-standard quality of manpower deployed or any other breach of contract, in which case the value of the work done to date by the Agency will be paid for at the rates specified in the Agreement after making due deductions for liquidated damages and/or penalty for significant deficiencies in services. Notice in writing from the Corporation of such termination/curtailment and the reasons therefore shall be conclusive evidence thereof.
- ii. RSWC reserves the right to terminate/curtail the contract at any time by giving 15 days' notice should, in RSWC's opinion, the cessation of work become necessary due to any reason not covered in clause (i) above, in which case the value of the work done to date by the Agency will be paid for in full at the rates specified in the Agreement. Notice in writing from the Corporation of such termination/ curtailment and the reasons therefore, shall be conclusive evidence thereof.

12.10 FORCE MAJEURE

- i. Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure.
- ii. For purposes of this tender and agreement to be signed in pursuant to this tender process, 'force majeure' shall mean any cause or event preventing performance of an obligation under this tender or Agreement under this tender, which is beyond the reasonable control of either party hereto, and which by the exercise of due diligence, could not have been avoided or overcome, including fire, flood, sabotage, shipwreck, embargo, explosion, terrorist attack, labour trouble, accident, riot, acts of governmental authority (including acts based on laws or regulations now in existence as well as those enacted in the future), acts of God.
- iii. It is expressly agreed that the Agency's ability to provide services to a third party at a price more advantageous to itself or Agency's economic hardship shall not constitute a *force majeure* event.

ANNEXURE-I**CHECKLIST OF DOCUMENTS TO BE ENCLOSED****A. LIST OF DOCUMENTS TO BE SUBMITTED AS TECHNICAL BID**

| S. No. | Proposal will contain the following documents : | Whether enclosed |
|---------------|--|-------------------------|
| 1. | All pages of Bid duly filled in and physically & digitally signed by the Authorised Signatory of the Bidder firm. | Yes/No |
| 2. | Annexure – I : This Check List, duly ticked and signed | Yes/No |
| 3. | Annexure –II, Form-I: Declaration for acceptance of Terms & Conditions of the Request for Proposal (Bid), duly filled & signed. | Yes/No |
| 4. | Annexure – II, Form-II: Bidder's Profile and Documents to substantiate eligibility, duly filled, signed & enclosing documents. | Yes/No |
| 5. | Annexure – II, Form-III: Technical capacity of the bidder, duly filled, signed & enclosing documents. | Yes/No |
| 6. | Annexure – II, Form-IV: Financial capacity of the bidder, duly filled, signed & enclosing documents. | Yes/No |
| 7. | Annexure – IV: Format of Agreement, duly initialled | Yes/No |
| 8. | Annexure-V : Proforma for the Bid Security/ EMD Bank Guarantee, duly filled, signed, if applicable | Yes/No |
| 9. | Annexure – VI: Proforma For Performance Security Bond, duly initialled | Yes/No |
| 10. | Annexure – VII: Annexure A to Annexure C as per instructions of circular no. 3/2013 dated 04.02.2013 Finance (G&T) Department, Govt. of Rajasthan, duly initialled | Yes/No |
| 11. | Proof of payment of Tender fee and e-tender processing fee (scanned copy of DD/ Banker Cheque) | Yes/No |
| 12. | Proof of payment of EMD in RSWC office (scanned copy of DD/ Banker's Cheque/ BG (Annexure-V) | Yes/No |

B. LIST OF DOCUMENTS TO BE SUBMITTED AS FINANCIAL BID

| S. No. | Proposal will contain the following documents : | Whether enclosed |
|---------------|--|-------------------------|
| 1. | Financial Bid to be filled online on the downloaded format as per Annexure – III | Yes/No |

Important: Please note that the rates quoted should be mentioned only in the soft copy of Financial Bid and not on any other page of the Bid Document.

ANNEXURE-IL FORM-I

Date:

DECLARATION FOR ACCEPTANCE OF TERMS & CONDITIONS OF THE BID

We,, having our office at agree to all the Terms & Conditions of both RTPP Rules and of the Bid No. _____, dated _____ issued by RSWC for engaging Agency for providing manpower placement services to RSWC, Jaipur.

Our offer will remain valid for 60 days from the last date of bid submission.

Date

Signature

Place

Name

Seal of Authorised Signatory

ANNEXURE-II, FORM-II**BIDDER'S PROFILE AND DOCUMENTS TO SUBSTANTIATE ELIGIBILITY OF THE BIDDER**

| | | |
|------------|--|---|
| 1. | Name of the Work | Engaging Placement Agency for providing Manpower Services to RSWC |
| 2. | Name of the Bidder Firm | |
| 3. | Date when incorporated/ Registered. | |
| 4. | Profile of the Firm (Proprietor/ Partnership/ Private limited/ Public Limited. | |
| 5. | Registered Office Address (With Pin Code) | |
| | Telephone Nos. (With STD Code) | |
| | Fax Nos. (With STD Code) | |
| | E-mail ID | |
| | Mobile No. | |
| 6. | GST Registration No. | |
| 7. | PAN Card No. | |
| 8. | TIN/ VAT/ CST Number (if applicable) | |
| 9. | (a) Name and designation of the Chief Executive of the firm | |
| | (b) Address | |
| 10. (a) | Name and designation of the authority that is authorized to sign the tender document | |

| | | |
|-----|--|--|
| (b) | Address | |
| 11. | Tender Fee (Details of the Cash/ DD/ Bankers cheque) | |
| 12. | EMD details | |
| 13. | Bank address with RTGS Account Details | |
| 14. | Other Eligibility documents attached : | |
| (a) | As per Clause3(i) | |
| (b) | As per Clause 3(ii) | |
| (c) | As per Clause 3(iii) | |
| (d) | As per Clause 3(iv) | |
| (e) | As per Clause 3(v) | |

We hereby certify that our organisation has neither been black listed nor our contracts have been terminated / foreclosed by any company/ government department/ public sector organisation during last 3 financial years ending 31.03.2019 and during current financial year till date of bid submission, due to non-fulfilment of contractual obligations.

Date

Signature

Place

Name

Seal of Authorised Signatory

Note: Additional pages, duly signed may be attached wherever necessary.

ANNEXURE – II, FORM-III

TECHNICAL CAPACITY OF BIDDER

EXPERIENCE OF PROVIDING MANPOWER PLACEMENT SERVICES

| S.No. | Name of Client | Name of Work & date of compliation | Work Order no. & date | Total value of entire work | Value of Work completed in relevant (year-wise) (Rs.) | | Remarks |
|-------|----------------|------------------------------------|-----------------------|----------------------------|---|--|---------|
| 1. | | | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |
| 4. | | | | | | | |
| 5. | | | | | | | |

Note : Attach documents as per Clause 3(iv) of BID

Date

Signature

Place

Name

Seal of Authorised Signatory

ANNEXURE – II, FORM-IV

FINANCIAL CAPACITY OF BIDDER

| S.No. | Financial Year | Turnover (Rs.) |
|-------|----------------|----------------|
| 1. | Year 2016-17 | |
| 2. | Year 2017-18 | |
| 3. | Year 2018-19 | |

Note : Attach documents as per Clause 3(v)

Date

Signature

Place

Name

Seal of Authorised Signatory

ANNEXURE-III

FINANCIAL BID

ONLINE FORMAT OF FINANCIAL BID FOR PROVIDING MAN POWER SERVICES

Validate

Print

Help

Percentage BoQ

Tender Inviting Authority:

Name of

Work:

Contract No:

Bidder Name :

PRICESCHEDULE

(NOTE:

- (i) **The bidder has to quote Rate in percentage Only. To fill "Quoted Rate in Figures" in the below given space, the bidder has to select the "Excess(+)" only.**
- (ii) **Further "Less(-)" or Zero quoted rate will not be considered and the bid will be summarily rejected.**
- (iii) **This BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender.**
- (iv) **Bidders are allowed to enter the Bidder Name and Values in percentage only)**

| NUMBER # | TEXT # | TEXT # | NUMBER | NUMBER # | TEXT # |
|-------------------------------|---|---|----------------|----------------|---|
| Sl. No. | Item Description | Units | Estimated Rate | TOTAL AMOUNT | TOTAL AMOUNT In Words |
| 1 | 2 | 5 | 6 | 53 | 55 |
| 1.01 | Total Wage Cost for the estimated quantity of personnel deployed for 2 years. (before EPF/ ESI Charges & GST) | As per Scope of Work Clause 8 of Bid Document for 50 Nos. of Manpower | 1,12,20,080.00 | 1,12,20,080.00 | INR One Crore twelve lakh twenty Thousand eighty only |
| Total in Figures | | | | 1,12,20,080.00 | INR One Crore twelve lakh twenty Thousand eighty only |
| Quoted Rate in Figures | | Select | excess | | INR Only |
| Quoted Rate in Words | | INR Only | | | |

Notes:

- The bidder must be aware while quoting the percentage in the BoQ (Bill of Quantity in MS Excel Format) that he has to select only "Excess (+) " in Quoted Rate in Figures Section. **Zero or Negative quoted rates shall not be considered and the bid shall be summarily rejected.**
- Statutory charges of EPF & ESIC shall be payable extra as per rules.
- The GST shall be paid extra, as per applicable rules.
- The quoted rate of management fees in % above, on the total wages cost of actual deployed manpower shall be payable.
- TDS shall be deducted, as per applicable rules.
- This format is only informative and no rates are to be quoted in this format as part of technical bid. All rates are to be quoted online only. In case of rates are indicated anywhere in technical bid, it will be summarily rejected.

ANNEXURE-IV**FORMAT OF AGREEMENT**

This AGREEMENT is made on this _____ day of _____ two thousand _____ between RAJASTHAN STATE WAREHOUSING CORPORATION (RSWC), a Company incorporated under the provisions of the Companies Act, 1956, having its corporate office at Bhawani Singh Marg, Jaipur, hereinafter called the “CORPORATION” of the one part, represented by _____ (name and designation of representing officer), RSWC, Jaipur, (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignees.)

and

_____ (Name of the successful bidder) of the other part, hereinafter called the “AGENCY” represented by _____ (name and designation of representing officer), (which term shall, unless excluded by or repugnant to the context, be deemed to include its heirs, representatives, successors and assignees).

WHEREAS

- (A) the Corporation requires the Services of an Agency for Providing Manpower Placement Services to RSWC, as defined in the BID document attached to this Agreement (hereinafter called the “Work”).
- (B) the Agency, having represented to the Corporation that they have the required professional skills, personnel and technical resources, have been selected to complete the Work on the terms and conditions set forth in this Agreement.

NOW THEREFORE the parties hereby agree as follows:

1. The following documents hereto shall be deemed to form an integral part of this Agreement:
 - (i) The BID Document No. HO/ Adm/ F.15/ Manpower/ 2020-2022/4398 Dated: 29/04/2020 in its entirety along with all its Annexures, Appendices, etc.
 - (ii) Addendum and/or Corrigendum to the BID Document the Bid Submitted if issued by the Corporation.
 - (iii) The Letter of Award issued by the Corporation in favour of the Agency.
 - (iv) The bid submitted by the Agency pursuant to this BID.
2. Duration of contract

The initial time period of the contract shall be for two years from the date of commencement of services as per LOA, which may be extended for a further period of one year or part thereof, at the behest of RSWC, depending upon the manpower requirement and administrative convenience of RSWC in mutual agreement with the

Agency. Such extension would be at the same terms and conditions with upward increase of rates of manpower wages @ 5%. There will not be any change in the percentage rate of Management Fee, outstation Night halt(s) charges, during extended contract period.

3. The mutual rights and obligations of the Corporation and the Agency shall be as set forth in the above documents, and in particular:
 - a) The Agency shall provide the services as per the Scope of Work as specified in the BID document and shall fulfil its obligations towards the Corporation specified therein in conformity with the time schedule stated therein. Further, the Agency shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment and methods. The Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful Contractor to the Corporation, and shall at all times support and safeguard the Corporation's legitimate interests in any dealings with Third Parties; and
 - b) The Corporation will make payments to the Agency in accordance with the Letter of Award.

In witness whereof, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

Authorised Signatory
For RAJASTHAN STATE
WAREHOUSING CORPORATION

Authorised Signatory
For _____(Agency)

Witness:

a) Name and Address

b) Name and Address

Note: This agreement should be executed on non-judicial stamped paper, stamped in accordance with the Stamps Act.

ANNEXURE-V**PROFORMA OF BANK GUARANTEE FOR THE BID SECURITY/ EMD**

(to be submitted by the bidder along with bid)

To,
Joint Director (Adm.),
RAJASTHAN STATE WAREHOUSING CORPORATION (RSWC),
Bhawani Singh Marg
Jaipur-302015 (Raj).

Sir,

1. In accordance with your BID for engaging Agency for Providing Manpower placement services to RSWC vide BID No. HO/ Adm/ F.15/ Manpower/ 2020-2022/4398 Dated: 29/04/2020 M/s. (Name & full address of the firm) (hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said tender as mentioned in the BID document.

It is a condition in the BID document that the Bidder has to deposit Earnest Money amounting to Rs. 2,24,402/- (Rupees Two Lakh Twenty Four Thousand four hundred two only) in respect to the tender, with Rajasthan State Warehousing Corporation, Jaipur (hereinafter referred to as "RSWC") by a Bank Guarantee from a Scheduled Bank having its branch at Jaipur irrevocable and operative till 30 days after the bid validity date (i.e. 120 days from the last date of bid submission). 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. 2,24,402/- (Rupees Two Lakh Twenty Four Thousand four hundred two only) to the RSWC as earnest money deposit.

2. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the RSWC of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the RSWC shall be the sole judge of 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 RSWC on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said BID Document and the decision of the RSWC 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 RSWC 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 RSWC and it is further declared that it shall not be necessary for the RSWC 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 RSWC may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the RSWC to recover the said amount of Rs. Rs. 2,24,402/- (Rupees Two Lakh Twenty Four Thousand Four Hundred two only) from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.
.....(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to and our guarantee shall remain in force **till 30 days after the bid validity date i.e. 60 days from the last date of bid submission** and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by bidder may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

In presence of:

WITNESS (with full name, designation, address & official seal, if any)

(1)

(2)

.....

.....

.....

Note:

1. This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the Stamps Act.
2. The stamp papers of appropriate value shall be purchased in the name of the Agency.
3. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to RSWC at the following address:
Executive Joint Director (Adm)
RAJASTHAN STATE WAREHOUSING CORPORATION
Bhawani Singh Marg, Jaipur-302015.

ANNEXURE-VI**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY
DEPOSIT**

(to be submitted by the successful bidder at the time of agreement)

1. In consideration of RAJASTHAN STATE WAREHOUSING CORPORATION, Jaipur (hereinafter called RSWC) having agreed to exempt _____ (hereinafter called the Selected Bidder) from the **demand of security deposit of Rs. _____ on production of Bank Guarantee for Rs. _____** for the due fulfillment by the Selected Bidder of the terms & conditions to be contained in a Agreement signed pursuant to the BID No. HO/Adm/F.15/Manpower/2020-2022/4398 Dated: 29/04/2020 issued by RSWC for ENGAGING PLACEMENT AGENCY FOR PROVIDING MANPOWER SERVICES TO RSWC we, _____ (name of the Guaranteeing Bank, hereinafter referred to as “the Bank”) at the request of _____ (Selected Bidder) do hereby undertake to pay to RSWC, JAIPUR, an amount not exceeding Rs. _____, against any loss or damage caused to or suffered by, or which could further be caused to or suffered by, RSWC, JAIPUR, _____ by reason of any breach by the Selected Bidder of any of the terms & conditions contained in the said agreement or BID, or against any penalty imposed by RSWC on the Selected Bidder on such grounds.
2. We _____ (name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from RSWC, JAIPUR, stating that the amount claimed is due by way of loss or damages caused to or suffered by or which could further be caused to or suffered by RSWC, JAIPUR or by way of penalty imposed on the Selected Bidder by RSWC, on account of breach by the Selected Bidder of any of the terms & conditions contained in the Contract Agreement or BID or by reason of the Selected Bidder’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of RSWC, JAIPUR, in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We _____ (name of the Bank) undertake to pay to RSWC, JAIPUR, any money so demanded notwithstanding any disputes raised by the Selected Bidder in any suit or proceeding pending before any court or tribunal relating thereto, our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there-under and the Selected Bidder shall have no claim against us for making such payment.
4. We _____ (name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of **26 Months** from date herein and further agree to extend the same from time to time so that it shall continue to be enforceable till all the dues of RSWC, JAIPUR, under or by virtue of the said agreement have either been fully paid and its claims satisfied or discharged, or till RSWC, JAIPUR, certifies that the terms & conditions of the Contract agreement and BID have been fully and properly carried out by the Selected Bidder and accordingly discharges this guarantee.

- 5. We _____ (name of the Bank) further agree with RSWC, JAIPUR, that RSWC, JAIPUR, shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms & conditions of the agreement and to forbear or enforce any of the terms & conditions relating to the Contract agreement or BID and we shall not be relieved from our liability by reason of any such variation or for any forbearance, and /or any omission on the part of RSWC, JAIPUR, or any indulgence by RSWC, JAIPUR, to the Selected Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Selected Bidder.
- 7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by RSWC, JAIPUR.

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

Note:

- 1. This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the Stamps Act.
- 2. The stamp papers of appropriate value shall be purchased in the name of the Agency.
- 3. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to RSWC at the following address:

Joint Director (Adm)
 RAJASTHAN STATE WAREHOUSING CORPORATION
 Bhawani Singh Marg, Jaipur-302015.

ANNEXURE-VII**ANNEXURE A TO ANNEXURE C AS PER INSTRUCTIONS OF CIRCULAR NO.
3/2013 DATED 04-02-2013 FINANCE (G&T) DEPARTMENT, GOVT. OF
RAJASTHAN****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 in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/ shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts the min 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**Declaration by the Bidder**

In relation to my/our Bid submitted to for procurement of..... in response to their Notice Inviting Bids No Dated I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess 1 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 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;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Signature of bidder

Place:

Name

Designation:

Address:

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is **MD, RSWC, JAIPUR.**

The designation and address of the Second Appellate Authority is **Chairman, RSWC, JAIPUR.**

(1) Filing 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 of it 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 (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to be 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.

FORM No. 1
[See rule S3]

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

Appeal No of

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

(iii)

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

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

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

7. Prayer:.....
.....

Place.....

Date

Appellant's Signature