



Rajasthan Tourism Development Corporation Limited (RTDC)

(A Govt. of Rajasthan Undertaking)

IIIrd Floor, Paryatan Bhawan, Sanjay Marg, Opposite Vidhayakpuri Police Station
Jaipur – 302001, Rajasthan (India)
CIN - U63040RJ1978SGC001831

No: RTDC/2023-24/Caretaker/3001

Date: 19.09.2024

BID NOTICE

Rajasthan Tourism Development Corporation Limited (RTDC) invites bids in sealed envelope for the following:

S. N.	Supply Items	Estimated Value (inclusive of GST and applicable taxes) (Rs.)	Tender Document Fee (Rs.)	Earnest Money Deposit (EMD) (Rs.)	Last Date of Submission of Bids
1	Installation of Photocopy Machine with Operator and Providing Photocopy Services on Rate Contract Basis in the Head Office of RTDC Limited, Jaipur	Rs.1,95,000/-	Rs. 118/-	Rs. 3,900/-	27-09-2024, 11:30 AM

Tender Document can be downloaded from www.sppp.rajasthan.gov.in and www.rtdc.tourism.rajasthan.gov.in. Last Date of submission of offline Bids in sealed envelope is 27-09-2024, upto 11:30 AM. Bids will be opened on 27-09-2024 at 12:00 PM.

Tender Document Fee can be deposited in Cash. Earnest Money Deposit (EMD) shall be deposited in form of Demand Draft issued in favour of Executive Director (Finance), RTDC Limited, Jaipur. Tender Document Fee and EMD shall be deposited/ submitted along with submission of Bid.

Executive Director, RTDC reserves the right to cancel/ reject the any/ all Bids or bidding process without assigning any reason.

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Executive Director
RTDC Limited

No: RTDC/2023-24/Caretaker/3001

Date: 19.09.2024

Copy to following for Information & N/a:-

1. P. S. to Managing Director, RTDC Limited, Jaipur
2. Executive Director (Works), RTDC Limited, Jaipur
3. Assistant Accounts Officer, Works Division, RTDC Limited, Jaipur
4. Cashier, Works Division, RTDC Limited, Jaipur
5. Computer Operator, Computer Section to upload the NIB/BID on the websites mentioned above

Executive Director
RTDC Limited

1. Conditions of Bid:

- 1.1. RTDC has adopted limited bidding as per the provisions of Rajasthan Transparency in Public Procurement Act (RTPPA), 2012 and Rajasthan Transparency in Public Procurement Rules (RTPPR), 2013 (the '**Bidding Process**'). If there is any discrepancy between the provisions of the Act and the Rules and this Tender Document, the provisions of the Act and the Rules shall prevail along with terms & conditions mentioned hereunder.
- 1.2. RTDC has decided to select an Agency for installation of photocopy machine with Operator and providing photocopy services on rate contract basis in the Head Office of RTDC Limited, Jaipur.
- 1.3. Space for installation of photocopy machine will be provided by the RTDC.
- 1.4. Selected Agency will provide photocopy services every day during office hours from 09:30 AM to 07:00 PM. In case of emergencies, photocopy works will have to be done before and after office hours / holidays as per the requirements of the RTDC.
- 1.5. All photocopy works will be taken-up by the Selected Agency based on authorisation slips (signed by authorised person of RTDC). A register will be maintained by the Selected Agency for recording all photocopy works for every day as per the authorisation slips. At the end of the month, Selected Agency will enclose details of photocopy works done in last month along with photocopy of register and authorization slips along with bill for verification by **Sr. O. A. (Store)/ General Manager (P&S)/ designated officer.**
- 1.6. Selected Agency will have to provide the slips of its firm name to every section of the RTDC for verification of photocopies got done by sections. These slips will be checked by the Sr. O.A. (Store)/Caretaker/ **designated officer** while maintaining the register and verifying the bills for payment.
- 1.7. RTDC will be at liberty to get photocopy/ photostat work done elsewhere on the risk and cost of the Selected Agency in case the Agency fails to carry out the work properly.
- 1.8. The photocopy paper (not lesser than 75 GSM), cartridge, other materials to be used for photocopy must be of best quality, cost of which shall be borne by the Selected Agency only.
- 1.9. Photocopy machine should not be obsolete/ outdated/ out of production. The speed of photocopy machine should be minimum 30-40 copies per minute.
- 1.10. Selected Agency will be responsible for arranging all equipments, services and maintenance to meet high standards of consistent quality. Periodic maintenance of the photocopying machine is to be undertaken by the Agency to ensure uninterrupted quality services.

- 1.11. Service Provider will maintain a stock control system and ensure availability of all relevant supplies including paper, stapler pins, toner and all consumables necessary to run the photocopy machine services.
- 1.12. Photostat machine and photocopy services shall be totally dedicated for exclusive use of RTDC, and no outside work will be undertaken.
- 1.13. In case of photocopy machine break down, Agency will provide immediate backup machine within 4 hours so that work of RTDC is not held up.
- 1.14. Security and confidentiality of all documents will be protected and under no circumstances papers given for photocopy or copies thereof shall be taken out of the premises or given to persons not authorized by RTDC. In case of this default, Agreement will be terminated immediately and strict actions will be taken against the Agency as per applicable rules & regulations.
- 1.15. It shall be the sole responsibility and liability of the Agency to carry out the obligations arising out of various legislations such as Contract Labour (Regulation and Abolition) Act 1970, Minimum Wages Act 1948, Payment of Wages Act 1936, Equal Remuneration Act 1979, Payment of Bonus Act 1965, Industrial Disputes Act 1947, Employee Provident Fund and Misc. Provisions Act 1952, Employees' State Insurance Act 1948, Women's Compensation Act 1923, Child Labour (Prohibition and Regulation) Act 1986, Employees' Compensation Act 1923, Payment of Gratuity Act 1972, Maternity Benefit Act 1951, Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979, Trade Unions Act 1926 and such other relevant enactments are in force from time to time in respect of staff engaged by the Agency for providing photocopy services at RTDC. Failure to comply these acts shall attract penalty as per provisions. Selected Agency shall indemnify RTDC for any loss and damages suffered due to violation of its provisions.
- 1.16. RTDC shall not be responsible for any damages to the photocopy machine and associated staff of the Agency due to arising out of the unusual occurrences for examples e.g. voltage fluctuation, seepage of water, etc.
- 1.17. Agency shall get the appropriate insurance cover done for the photocopy machine, associated equipments and the staff deputed for providing photocopy services.
- 1.18. The Payment of charges towards services provided to RTDC by the Selected Agency shall be subject to Tax Deduction at Source (TDS) and any other deduction as per order of Central/State Govt.
- 1.19. Payment of electricity bill for photocopy machine shall be paid by the Agency for which the Agency shall be required to install a sub-meter at its own cost for electricity connection for the photocopy machine. Meter reading of the sub-meter will be monitored by the Caretaker on monthly basis and details will be submitted to RTDC along with monthly bills of the Agency. Electricity charges for photocopy machine shall be deducted from the monthly bills of the Agency.

- 1.20. Agency shall indemnify and keep indemnified the RTDC against all losses and claims for injuries and/or damages to any person or property. Agency shall abide by all statutory laws, whichever applicable and observe the compliance thereof. Agency shall not employ child labour.
- 1.21. **Agreement Period:** Agency will be selected for photocopy works for a period of 1 year from the date of issuance of work order (Agreement Period). Agreement Period may be extended on satisfactory performance as per the provisions of RTPP Act, 2012 and RTPP Rules, 2013 subject to mutually agreeable terms and conditions between the RTDC and Selected Agency.
- 1.22. RTDC may terminate the Agreement by giving one-month notice in case the photocopy services are not found satisfactory or otherwise. In such a case, RTDC will pay on actual work basis for the duration for which the services were used during the period in question.
- 1.23. RTDC may terminate the Agreement immediately in case the Agency does not operate/ provide the photocopy services continuously for 5 days without information/ approval of the RTDC.
- 1.24. Selected Agency shall be required to execute an Agreement with RTDC on the non-judicial stamp paper of Rs. 500/- within 15 days of issuance of LOA/ Work Order. The cost of stamp paper shall be borne by the Selected Agency.
- 1.25. Performance Security of the amount equivalent to 5% of the estimated value mentioned on the work order/ Letter of Award, shall also be submitted at the time of signing the Agreement. Performance Security shall be paid in form of Demand Draft issued in favour of Executive Director (Finance), RTDC Limited payable at Jaipur. No interest shall be payable on Performance Security.
- 1.26. EMD of Selected Agency may be refunded upon submission of the Performance Security or may also be adjusted towards the Performance Security (fully/partially as per requirement) on receipt of written request from the selected Agency. EMD of unsuccessful Bidders shall be returned/refunded after signing of Agreement with selected Agency.
- 1.27. It should be clearly understood that the RTDC's right and the Service Provider obligation for compensation is not limited to the extent of security deposit and/or the due owed and the RTDC shall have the right to proceed against the Service Provider for the recovery of its claim in excess of the security deposit and/or the dues available with the RTDC. The RTDC has a right to withhold the security deposit and appropriate the same, if need be, until the dues of the service provider are fully settled.
- 1.28. Indemnity: Selected Agency shall indemnify and keep indemnified the RTDC against all losses and claims for injuries and or damages to any person or property. The Agency shall abide by and observe all statutory laws, whichever applicable. The Agency shall not employ child labour.

1.29. Penalty: Agency must ensure regular and uninterrupted quality photocopy services. In case of failure in services or negligence, appropriate punitive action shall be taken by the RTDC, which also includes monetary penalty up to 10% of total monthly bill payable by RTDC to the Selected Agency as well termination of the Agreement on account of default of the Agency.

1.30. Grievance Handling During Bidding Process

- a) Any grievance of a Bidder pertaining to the bidding process shall be by way of filing an appeal to the first or second Appellate Authority, as the case may be, in accordance with the provisions of chapter III of The Rajasthan Transparency in Public Procurement Act, 2012 and chapter VII of The Rajasthan Transparency in Public Procurement Rules, 2013.

Particulars	Designation	Address
First Appellate Authority	Secretary/Principal Secretary/ Additional Chief Secretary, Department of Tourism, Government of Rajasthan	Government Secretariat, Jaipur-302004. Tel no. 91-141-2227389
Second Appellate Authority	Additional Chief Secretary, Finance Department, Government of Rajasthan	Government Secretariat, Jaipur-302004. Tel no. 91-141-2227094

1.31. Failure of serviced and negligence shall be measured in terms of the following:

- a) Agency delivers poor quality of copies /prints even after receiving written notice by RTDC regarding poor copy / print quality.
- b) If the photocopy machine stops due to service provider's failure in supplying paper, toner, and other consumables required to run the machine.
- c) Agency provides copy/printing services to any individual / organization not authorized by RTDC.
- d) Agency fails to use paper as per specification in providing services.
- e) Photocopy operators are not available during the stipulated timings.
- f) If the Photocopy machine fails and not even a single machine is rectified within 4 hours of breakdown.
- g) Breach of any clause of Bid document/Agreement even after receiving prior written notice by RTDC.
- h) Any other matter which an act of negligence or breach of ethics by the Agency.

1.32. DISPUTE RESOLUTION

- a) Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation.

b) Any Dispute which is not resolved amicably by conciliation, shall be finally decided by the Managing Director, RTDC Limited and decision of the Managing Director, RTDC Ltd, Jaipur shall be final and binding upon the parties concerned.

1.33. All legal proceeding if necessity arises any of the parties (RTDC/ Selected Bidder) shall have to be lodged in court situated in Jaipur (Rajasthan) and not elsewhere.

1.34. Interested Bidders, in response to the Bid Document, shall submit their Bids (the “**Bids**”) in sealed envelopes.

1.35. **Correction of Arithmetic Errors:-** Provided that a Financial Bid is substantially responsive, RTDC will correct arithmetical errors during evaluation of Financial Bids on the following basis.

a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected, unless in the opinion of the RTDC there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted will govern and the unit price will be corrected;

b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals will prevail and the total will be corrected; and,

c) If there is a discrepancy between words and figures, the amount in words will prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures will prevail subject to clause (a) and (b) above.

If the Bidder, who submitted the lowest evaluated Bid, does not accept the correction of errors, its Bid shall be disqualified.

1.36. **Sub-letting:** Work/ Supply Order awarded should be executed by the Selected Bidder only and sub-letting any of the functions of Work/ Supply Order shall not be permitted.

1.37. **Right to Accept or Reject any or all Bids**

Notwithstanding anything contained in this Bid Document, the RTDC reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligations for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the RTDC rejects or annuls all the Bids, it may, in its discretion, invite all the participating Bidders to submit fresh Bids hereunder.

2. Format of Submission of Bid:

2.1. Bid shall be submitted in sealed envelopes and enveloped shall be marked as “**Installation of Photocopy Machine with Operator and Providing Photocopy Services on Rate Contract Basis in the Head Office of RTDC Limited, Jaipur**”

2.2. Envelope containing the Bid shall be addressed to:

Executive Director

Rajasthan Tourism Development Corporation Limited (RTDC)

IIIrd Floor, Paryatan Bhawan, Sanjay Marg,
Opposite Vidhayakpuri Police Station
Jaipur – 302001, Rajasthan (India)

Phone: 0141-5115315

E-mail: ed.rtdc@rajasthan.gov.in

- 2.3. All pages of the Bid shall be signed by the authorised signatory of the Bidder and sealed with official seal of the Bidder.

3. Evaluation of Bids:

- 3.1. Eligible Bidder who quotes lowest amount for all the items of works in the Financial Bid together shall be terms as the “**Lowest Bidder**” and shall be eligible for award of the work/ supply order. It shall be mandatory for the Bidder to submit their quotes for all items in the Financial Bid.
- 3.2. Lowest Bidder/ Successful Bidder shall be issued the Work/ Supply Order by the RTDC.

Compliance with the Code of Integrity and No Conflict of Interest

Code of integrity-

1. All the officers or employees of the procuring entity shall, -
 - 1.1. Maintain an unimpeachable standard of integrity both inside and outside their office.
 - 1.2. Act in accordance with the Provisions of the Act, these rules, guidelines issued under the Act and instructions;
 - 1.3. Not allow any bidders to have access to information on a particular procurement, before such information is available to the public at large;
 - 1.4. Not intentionally use unnecessarily restrictive or "tailored" specifications, terms of reference or statements of work that can discourage competition;
 - 1.5. Not solicit or accept any bribe, reward or gift or any material benefit of any directly or indirectly promise of future employment from anyone, who has sought or is seeking procurement from the procuring entity;
 - 1.6. Not have a financial interest in any bidder(s) responding to a procuring entity's bidding process and any person having financial interest in any bidder shall not participate in that procurement process;
 - 1.7. Not disclose proprietary and source selection information, directly or indirectly, to any person other than a person authorized to receive such information;
 - 1.8. Treat all bidders in a fair and equitable manner in line with the principle of fairness, integrity and transparency in the procurement process;
2. Any person participating in procurement process shall: -
 - 2.1. 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;
 - 2.2. Not misrepresent or omit information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - 2.3. Not indulge in any collusion, bid rigging or anticompetitive behavior to impair the transparency, fairness and progress of the procurement process;
 - 2.4. Not misuse any information shared between the procuring entity and the bidders with intent to gain unfair advantage in the procurement process;
 - 2.5. 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;
 - 2.6. Not obstruct any investigation or audit of a procurement process;
 - 2.7. Disclose conflict of interest, if any; and
 - 2.8. 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: -

1. A conflict of interest for procuring entity or its personnel and bidders is considered to be a situation in which a party has interests that could promptly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
2. The situations in which a procuring entity or its personnel may be considered to be in conflict of interest includes, but not limited to, following: -
 - 2.1. A conflict of interest occurs when procuring entity's personnel's private interests, such as outside professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official.
 - 2.2. Within the procurement environment, a conflict of interest may arise in connection with such private interests as personal investments and assets, political or other outside activities and affiliations while in the service of the procuring entity, employment after retirement from the procuring entity's service or the receipt of a gift that may place the procuring entity's personnel in a position of obligation.
 - 2.3. A conflict of interest also includes the use of procuring entity's assets, including human, financial and material assets, or the use of procuring entity's office or knowledge gained from official functions for private gain or to prejudice the position of someone procuring entity's personnel does not favor.
 - 2.4. A conflict of interest may also arise in situations where procuring entity's personnel is seen to benefit, directly or indirectly, or allow a third party, including family, friends or someone they favor, to benefit from procuring entity's personnel's actions or decisions.
 - 2.5. 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: -
 - 2.5.1. They have controlling partners in common
 - 2.5.2. They receive or have received any direct or indirect subsidy from any of them;
 - 2.5.3. They have the same legal representative for purposes of the bid;
 - 2.5.4. They 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;
 - 2.5.5. A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or
 - 2.5.6. A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process.
 - 2.5.7. A 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.

All bidders shall provide in Qualification Criteria and Bidding Forms, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

Declaration by the Bidder Regarding Qualifications

(to be submitted by Bidder on non-judicial stamp paper of requisite value as per applicable stamp act (not less than Rs.100/-) and duly attested by Notary Public)

In relation to my/our Bid submitted to _____ for procurement of in response to their Notice Inviting Bids NoDated I/we here by declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we 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 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:

Place:

Name and Signature of the bidder

Designation:

Address:

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Secretary/Principal Secretary/ Additional Chief Secretary, Department of Tourism, Government of Rajasthan Government Secretariat, Jaipur-302004. Tel no. 91-141-2227389.

The designation and address of the Second Appellate Authority is Additional Chief Secretary, Finance Department, Government of Rajasthan Government Secretariat, Jaipur-302004. Tel no. 91-141-2227094

(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 First Appellate Authority, as specified in the Bidding Document within a period of ten days 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 as 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 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 in to 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 etc.
 - (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in personal through registered post or authorized representative.
- (6) Fee for filing appeal shall be as per applicable provisions of RTTP Act/ Rules.
 - (7) Procedure for disposal of appeal shall be as per applicable provisions of RTTP Act/ Rules.

**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:

1. Official address, if any:

2. 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 mission 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:

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.....

..... (Supported by an affidavit)

7. Prayer:

.....
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Place.....

Date.....

Appellant's Signature

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:

- i. 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.

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 Human Resource, 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 twenty 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 the 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 Human Resource, 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 25% of the value of Human Resource of the original contract and shall be within one month from the date of expiry of last Services. If the Service Provider to do so, the Procuring Entity shall be free to arrange for the balance supply / hiring by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Service Provider.

BID FORMS

Tech Form-1: Details of the Bidder

Bid Name: Installation of Photocopy Machine with Operator and Providing Photocopy Services on Rate Contract Basis in the Head Office of RTDC Limited, Jaipur

1	Name of Bidder	
2	Legal Status of Bidder Proprietorship/Partnership firm/ company)	
3	Address of Bidder	
4	Bidder must have prior experience of 3 years as on Bid Due Date for photocopying services	
5	Details of Authorised Signatory of the Bidder	Name: Designation: Address: Telephone: E-mail:
6	Copy of GST Registration (if applicable)	
7	Copy of PAN Card	

Tech Form-2: Undertaking

(to be submitted by Bidder on Non-Judicial Stamp Paper of Requisite Value as per Prevalent Stamp Duty (not less than Rs.100/-) and duly attested by Notary Public)

1. We have reviewed and fully understood all the requirements, information term & conditions provided in the Bid Document for **“Installation of Photocopy Machine with Operator and Providing Photocopy Services on Rate Contract Basis in the Head Office of RTDC Limited, Jaipur”** issued by Executive Director, Rajasthan Tourism Development Corporation Limited (RTDC).
2. We hereby confirm that our Bid is valid for a period of 120 days from the last date of submission of the Bid (Bid Due Date) and our Bid is unconditional.
3. We agree and undertake to abide by all these terms and conditions mentioned in the Bid Document.
4. We are not blacklisted/ debarred by any Government (Central Government/ State Government/ Public Sectors Undertakings/ Union Territories Government Agencies as on Bid Due Date for any Government related work/ supplies.
5. we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive for this Bid.
6. We confirm that we shall be liable to supply of services/ items on quoted rates in the Financial Bid to RTDC.

Financial Bid

Bid Inviting Authority	Executive Director, Rajasthan Tourism Development Corporation Limited, Jaipur		
Name of Work	Installation of Photocopy Machine with Operator on Rate Contract Basis in the Head Office of RTDC Limited, Jaipur		
Name and Address of the Bidder			
Price Schedule			
<ul style="list-style-type: none"> This template for submission of Financial Bid shall not be modified/ replaced otherwise such Bids will be rejected. Rates/ Financial Bid must be submitted in the in this format only. Bidder is required to quote the figure in Column C and D Only. Rates quoted by the Bidder shall be inclusive of GST and all other applicable taxes We shall be liable to supply of services/ items on quoted rates in the Financial Bid to RTDC. 			
A	B	C	D
S. N.	Particulars (Size of Paper)	Rate per copy for one side (inclusive of GST and all applicable taxes)	Rate per copy for both side (inclusive of GST and all applicable taxes)
1	A-4 Size		
2	Full SCAP Size		
3	A-3 Size		
	Total		

FORMAT OF AGREEMENT

This Agreement is executed on this the day of, 2024 at Jaipur (Rajasthan)

BY AND BETWEEN

Rajasthan Tourism Development Corporation Limited (RTDC), a Govt. of Rajasthan Undertaking, having its registered office at Paryatan Bhawan, 3rd Floor, Opposite Vidhayakpuri Police Station, M. I. Road, Jaipur-302001 (Rajasthan) (hereinafter referred to as the **“Authority”** or **“RTDC”** of the one part, which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns;

And

.....(Name and address of the selected bidder) of the other part, hereinafter referred to as the **“Selected Bidder”** or **“Selected Service Provider”** or **“Selected Agency”** (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns)

Each of the parties of the **First** and **Second** Part are hereinafter, as the context may admit or require, individually referred to as a **“Party”** and collectively as the **“Parties”**.

WHEREAS Rajasthan Tourism Development Corporation Limited (**“RTDC”**) decided to procure services from Service Provider for **“Installation of Photocopy Machine with Operator and Providing Photocopy Services on Rate Contract Basis in the Head Office of RTDC Limited, Jaipur”** for the period of one year (**“Contract Period”**) through a private sector service provider to be selected through **limited** bidding process [collectively referred as the **“Bid”**];

WHEREAS For this, RTDC had invited bids as per RTPP Act 2012 and RTPP Rules 2013 for selection of a Bidder through single stage **limited** bidding process for the work through Bid No. dated.....;

WHEREAS After evaluation of Bids received in response of the Bid, the Authority accepted the bid of the selected Bidder M/s..... and issued Letter of Award (LoA) vide its letter no. (hereinafter called as the **“LOA”**) to the Selected Bidder, requiring, inter alia, the Selected Bidder to submit Performance Security within 15 days of issuance of LOA;

That, following the issuance of the LOA/ Work Order, the selected Service Provider furnished the irrevocable and unconditional Performance Security for an amount of Rs./- (Rupees only) by way of a Demand Draft / Banker's Cheque No. Dated..... in favor of “Executive Director(Finance), RTDC Limited” payable at Jaipur and/or by providing written consent for adjustment of Bid Security submitted at the time of submission of Bid.

WHEREAS the selected Service Provider is desirous to undertake the work of **“Installation of Photocopy Machine with Operator and Providing Photocopy Services on Rate Contract Basis in the Head Office of RTDC Limited, Jaipur”** in according to the terms & conditions mentioned hereunder and as mentioned in the Bid document No..... and has approached the RTDC for the purpose;

AND WHEREAS the RTDC has agreed for procuring supply of Services from the Selected Bidder on the terms, conditions and covenants hereinafter set forth in this Contract Agreement.

NOW, THEREFORE, this indenture witnessed:

1. That the Selected Service Provider shall install the photocopy machine with operator at the designated place in the office of RTDC and provide the services at the rates mentioned in the Letter of Award(LoA)/Work order accepted by the Bidder and in according to the terms and conditions of Bid document.
2. That the contract agreement shall be valid for the period of one year from the date of signing of agreement. The agreement period may be extended for further period on mutually agreeable terms & conditions as per the provisions of Rajasthan Transparency in Public Procurement Act (RTPPA), 2012 and Rajasthan Transparency in Public Procurement Rules (RTPPR), 2013.
3. The payment of charges for services provided shall be released to the selected Agency as per the procedure and terms & conditions of the Bid document and the payment are subject to applicable statutory and other deduction as per terms of Bid document and/ or under the provisions of prevailing Acts and rules from time to time.
4. The Selected Bidder acknowledges and confirms that it has undertaken its obligations to undertake the Bid etc., and on the basis of its independent satisfaction hereby agrees to supply of Services in accordance with the terms & conditions of the Agreement and Bid document.
5. That GST and all other applicable taxes, duties, cess etc. as per applicable laws will be borne by the Selected Agency himself and documentary proof for deposition of these taxes shall be submitted to RTDC on requirement. The selected Agency must be regular in payment of taxes and filing of statutory returns.
6. That in the event of any failure, negligence or breach, in the opinion of RTDC, on the part of the selected service provider in complying with all or any of the conditions of the bid and agreement, without prejudice to the other rights and remedies, RTDC shall be entitled and be at liberty to terminate the contract as per procedure in clauses of the Bid document and also forfeit in full or in part the amount of performance Security Deposits submitted by the selected service provider.

In such an event the selected service provider shall pay such additional sum immediately as they may be called upon by RTDC to pay, so that the Security Deposit shall at all times during the continuance of this agreement, continue to be equal to the previous amount of security. On the expiration or earlier termination of the contract, the RTDC shall return the Security Deposit, to the selected service provider, without interest on providing no-objection letter issued by the concerned office in-charge.
7. That the contract is not transferable. Selected Bidder shall not assign/ sublet its responsibility of providing services to the RTDC to any other agency.

8. That the Selected Service Provider shall make necessary arrangements for appropriate comprehensive insurance cover for photocopy machine, associated equipments and the staff deputed for photocopy services at their own cost.
9. That the Selected Service Provider agrees to defend, indemnify and compensate for all the losses/damages incurred due to any negligence, breach of Agreement terms or any other wrongful default or act during the provision of services under this Agreement.
10. That the Selected Agency shall indemnify and keep indemnified the RTDC against all losses and claims for injuries and or damages to any person or property. The Agency shall abide by and observe all statutory laws, whichever applicable. The Agency shall not employ child labour.
11. That all the disputes, litigation etc shall be subject to Jaipur Jurisdiction only.
12. That RTDC, in its sole discretion, may terminate this Agreement at any point of time without assigning any reasons thereof by giving prior notice of one month.
13. Saving Clause:- No suit, prosecution or other legal proceedings shall lie against any officer or employee or any other person acting in the discharge of any function under this Agreement for any loss or damage caused or likely to be caused by any act which is done or intended to be done in good faith and in pursuance of the provision of this Agreement.
14. That the RTDC and the selected service provider further agree that they are bound by the terms and conditions of the Bid Document No. _____ (including any corrigenda and/or addenda thereof.) In case of any conflict between the Bid Document (including any corrigenda and/or addenda thereof) and this Contract Agreement, the later shall prevail insofar as the spirit of the Bid is not affected thereby.
15. That the following documents hereto shall be an integral part of this Agreement:
 - (i) The Letter of Award (LOA) issued by the RTDC and accepted by the Selected Service Provider.
 - (ii) Bid submitted by the bidder
 - (iii) Performance security submitted by the bidder
 - (iv) Addendum and/or Corrigendum to the Bid Document if issued by the RTDC.
 - (v) The Bid Document _____ in its entirety along with all its Annexure, Appendices, etc.

The Selected Service Provider shall carry out its Scope of Work in accordance with provision of the Contract Agreement forming the documents mentioned hereinabove.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and Behalf of Rajasthan Tourism Development Corporation Limited	For and Behalf of Entity name of Selected Bidder
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General Signatory	Manager/ Authorised	Authorised signature	Signatory name, title and
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1) Witness

1) Witness

2) Witness

2) Witness

Note: This agreement should be executed on non-judicial stamped paper, stamped in accordance with the applicable stamp act in the state.