



Rajasthan Tourism Development Corporation Ltd., Jaipur

(A Government of Rajasthan Undertaking)

HOTEL GHOOMAR, OLD HIGH COURT ROAD, JODHPUR

राजस्थान
भारत का अतुल्य सज्ज !

Phone : 91-0291-2544010; Email: ghoomar.rtdc@rajasthan.gov.in



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HOTEL GHOOMAR, OLD HIGH COURT ROAD, JODHPUR.

Phone : 91-0291-2544010; Email: ghoomar.rtdc@rajasthan.gov.in

No:-GHJ/2024-25/80

Date:- 24/06/2024

E-BID NOTICE

Unconditional E-Bids are invited up to 15.07.2024 from the eligible bidders for the procurement of men power for the RTDC Hotel Ghoomar, Jodhpur, Hotel Paniharin, Pali, Motel Barr and IMFL Shop for the period of one year. Detailed bid document can be downloaded from our web site www.rtdc.tourism.rajasthan.gov.in , www.sppp.rajasthan.gov.in and www.eproc.rajasthan.gov.in.

UBN.....

General Manager
Hotel Ghoomar
Jodhpur

DISCLAIMER

The information contained in this bid document for proposed procurement or subsequently provided to the Bidder(s), in documentary or any other form by or on behalf of the MD, RTDC (Procuring Entity) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this bid and such other terms and conditions subject to which such information is provided to the Bidder.

Whilst the information in this bid has been prepared in good faith and contains general information in respect of the proposed procurement, the bid is not and does not purport to contain all the information which the Bidder may require.

Neither the MD RTDC, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed procurement, or makes any representation or warranty, express or implied, with respect to the information contained in this bid or on which this bid is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and liability therefore is hereby expressly disclaimed.

This document is not an agreement and is not an offer or invitation by the Managing Director, Rajasthan Tourism Development Corporation Limited., Jaipur, Rajasthan.(hereinafter referred to as “Procuring Entity”) or its representatives to the prospective Bidders or any other person. The purpose of this bid document is to provide interested parties with information to assist the formulation of their Proposal/offer. The information contained in this bid document is selective and is subject to updating, expansion, revision, and amendment. Each recipient must conduct its own analysis of the information contained in this bid document or to connect any inaccuracies therein that may be in this bid document and is advised to carry out its own investigation into the proposed procurement, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed procurement and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed procurement.

This bid document includes certain statements, estimates and targets with respect to the procurement. Such statements, estimates and targets reflect various assumptions made by the management, officers, and employees of the procuring entity, (and the base information on which they are made) which may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this bid document is, or should be relied on as, a promise, representation, or warranty. Bid document and the information contained therein is meant only for those applying for this procurement, it may not be copied or distributed by the recipient to third parties, or used as information source by the Bidder or any other in any context, other than applying for this proposed procurement.

The Procuring Entity is, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this bid document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the bid document and any assessment,

assumption, statement or information contained therein or deemed to form part of this bid document or arising in any way for participation in this Bidding process.

The Procuring Entity also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this bid document.

The Procuring Entity may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this bid document.

The issue of this bid document does not imply that the Procuring Entity is bound to select a bidder or to appoint the Selected Bidder or Bidder, as the case may be, for the procurement and the Procuring Entity reserves the right to reject all or any of the Bidders or Bids at any point of time without assigning any reason whatsoever.

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

Any information/documents including information/ documents pertaining to this bid or subsequently provided to Bidder and/or Selected Bidder AND information/documents relating to the Bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation of the procurement is not subject to disclosure as public information/documents.

General Manager
Hotel Ghoomar, Jodhpur



Rajasthan Tourism Development Corporation Ltd., Jaipur
(A Government of Rajasthan Undertaking)



HOTEL GHOOMAR, OLD HIGH COURT ROAD, JODHPUR.

Phone : 91-0291-2544010; Email: ghoomar.rtdc@rajasthan.gov.in

No:-GHJ/2024-25/80

Date:- 24/06/2024

Notice Inviting Bid (NIB)

Bid invited for the procurement of Men Power by the RTDC Ltd. for its unit Hotel Ghoomar, Jodhpur, Hotel Paniharin, Pali, Motel Barr, Barr & IMFL Shop at Jodhpur for the period of one year.

1. RTDC Ltd. invites single stage, one envelopes unconditional E-Bids under RTPP Act, 2012 & Rules 2013 for hiring of following services from the bidders who are experienced, technically and financially sound, registered and fulfilling the eligibility criteria as detail below:-

S.N O.	Name of Work	Period	Estimated Cost	Bid Security	Bid Fee	RISL Processing Fee
1	Supply of various category of Men Power for RTDCLtd. for its unit Hotel Ghoomar, Jodhpur, Hotel Paniharin, Pali, Motel Barr, Barr & IMFL Shop at Jodhpur	one year	52.00Lacs.	1,04,000 /-	1180/- Inclusive of GST	1000/-

2. The bid shall only be submitted through online tendering system of www.eproc.rajasthan.gov.in. The interested bidders shall have to be enrolled/registered with the portal of <http://eproc.rajasthan.gov.in> for participating in the bidding process.

1	Bid document download start date	20.06.2024
2	Bid Submission start date	10.07.2024 at 1.00 pm
3	Bid Submission End date	15.07.2024 at 3.00 pm
4	Technical Bid opening date	15.07.2024 at 4.00pm
5	Submission of DD/BC of Bid cost including processing fee & bid security in physical form.	15.07.2024 at 1.00pm

For details visit our web site <http://www.rtdc.tourism.rajasthan.gov.in>, <http://www.sppp.rajasthan.gov.in/>, <http://www.eproc.rajasthan.gov.in> and/or contact The General Manager, Hotel Ghoomar, Old High Court Road, Jodhpur at the telephone number 0291- 2544010 .

3. The bid document is not transferable under any circumstances.
4. The bid shall be submitted online only through www.eproc.rajasthan.gov.in for participating in the bidding process.
5. No physical bid shall be accepted.
6. The bid security and cost of bid document shall be accepted through DD/BC in favour of The General Manager, Hotel Ghoomar, Jodhpur. The bid processing fee of Rs. 1000/- shall be deposited in the form of DD/BC in favour of M.D., RISL Payable at Jaipur.
7. The RTDC reserves right to cancel the bid without assigning any reason to the bidders or anyone else.
8. The GST and other taxes payable if any under the contract shall be paid by RTDC in addition to the quoted/approved rates.
9. Conditional bids and casual letter sent by the contractors shall not be accepted.
10. Bidders are requested to read the instructions in the technical document/bid before submitting the bid online. Any amendment/ modification in bid shall be uploaded on [Eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) and individual bidder shall not be informed separately. All such changes shall be integral part of bid documents.
11. The Terms & Conditions of the bid may also be seen on the website <http://www.rtdc.tourism.rajasthan.gov.in>, <http://www.sppp.rajasthan.gov.in/>, <http://www.eproc.rajasthan.gov.in> along with the Bid Invitation notice.

General Manager
Hotel Ghoomar, Jodhpur



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E-Bid Form

E-Bid Form for

E Bid Notice No.

Bid Security Rs.

1	Name of Firm, Company	
2	Telephone Number	
3	Mobile Number	
4	E-Mail I.D.	
5	Office Address	
6	Constitution of Firm whether proprietorship/partnership/company/Co-op.society/.....	
	a. <u>In case of proprietorship firm</u> Name, Fathers Name, Address.	
	b. <u>In case of partnership firm</u> , Name, Fathers Name and Residential Address of all Partners. Note:- Enclosed Registration certificate partnership deed	
	c. <u>In case of company</u> Registration Number of Company Name & Addresses of Directors (Attach separate sheet)	
7	<u>Bank details of Bidder</u>	
	1. Bankers Name & Branch	
	2. Account Type	

	3. Account Number	
	4. IFSC Code Number	
8	PAN Number of Bidder	
9	Bid Form Fee Rs. 1180/- Including GST	DD/BC Number Date Issued by Branch
10	Processing Fee Rs. 1000/- (In favour of M.D., RISL)	DD/BC Number Date Issued by Branch
11	Bid Security of Rs. 1,04,000/- Deposited vide	
12	Others	

Note:-

1. Attach separate sheet for details where required.
2. In case of authorized representative signing this document enclose copy of the authority letter duly signed/notarized.

Signature of Bidder with Seal

Name

Designation

Instructions to bidders for online submission of e-bid

1. The bidders who are interested in bidding can download bid documents from <http://eproc.rajasthan.gov.in>.
2. Bidders who wish to participate in this bid will have to be registered on <http://eproc.rajasthan.gov.in>. To participate in online bids, bidders will have to procure Digital Signature Certificate (type II or III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency i.e. TCS, safe-crypt, (n) code etc or Government of Rajasthan e-procurement Cell, Department of IT&C, Government of Rajasthan for further assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate Contact No. 0141-4022688 (Help Desk 10 AM to 6 PM on all working days) email : eproc@rajasthan.gov.in, Address: e-procurement cell, RISL, YojanaBhawan, TilakMarg, C-Scheme, Jaipur.
3. Bidder shall submit their offer on-line in electronic formats both for technical and financial proposals. However DD/Banker Cheque for Bid cost, Processing Fees and Bid Security may be submitted manually in the office of Bidding Authority (Hotel Ghoomar, Jodhpur) before scheduled date & time as mentioned in NIB. However scanned copy of DD/BC must be uploaded along with the online Bid.
4. Before electronically submitting the bids it should be ensured that all the bid documents including conditions of contract are digitally as well as manually signed by the Bidder.
5. Training for the bidders on the usage of e-Bidding system is also being arranged by RISL on regular basis. Bidders interested for training may contact e-Procurement Cell, RISL for booking the training slot.
6. Bidders are also advise to refer "Bidders Manual" available under download "Section for further details about the e-tendering process.
7. Bidders shall have to enter the documents in the "Cover" as per the following order.

(A) Technical Cover

(a) In the Fee Cover (in PDF/JPG format)

- a. Scanned copy of DD/ Banker's Cheque for Bid fee in favor of "The General Manager, Hotel Ghoomar, Jodhpur", payable at Jodhpur.
- b. Scanned copy of DD/Banker's Cheque for Bid Security in favor of " The General Manager, Hotel Ghoomar, Jodhpur", payable at Jodhpur.
- c. Scanned copy of DD/Banker Cheque for Processing Fees in Favor of MD, RISL payable at Jaipur.

(b) In the Technical document cover (in PDF/JPG format)

Scanned copy (signed & sealed) of the Technical Bid along with the supporting documents (except BOQ Sheet) for evaluation of Technical Bids.

(B) Financial Cover (.xls format)

The Bill of Quantity (BOQ) must be uploaded after entering the rate in following BOQ as per enclosed format at part IInd.

Bidders shall enter name of the firm/Company on BOQ Only.

Bidders are requested not to edit or change any item or quantity.

Rates are to be filled only on BOQ (in.xls format) sheet only.

Note: The financial Bids of only those Bidders would be opened and considered who meet the criteria of technical eligibility.

Guidelines for filling up the financial bid:-

01. Bidders are advised to go through the details below before filling the financial bid. Rates shall be quoted as below format and no other method of quoting shall be permitted. Rate shall be quoted both in figure and words.
 2. Bidder should provide all prices and should not leave any field blank. In case the field is not applicable, bidder must indicate "0" (zero) in all such fields.
 3. Bidders must ensure that manpower deployed for Work should not be paid less than the prevalent rates of Minimum Wages as notified by the appropriate Government and other statutory charges.
 4. The quoted rates should be inclusive of all costs as per the scope of work, wages, statutory components, like PF, ESI, Leave Compensation, uniform etc. and all taxes to perform the Job Work related work in accordance with the law of the land. However the GST should not be included which will be paid extra as per the prevailing rate and therefore the bidder must show the same exclusively and payable extra on production of evidence as per Govt. Rules.
 5. It is mandatory to provide break up of all Taxes, duties and levies wherever applicable and /or payable.
 6. RTDC will take in to account all taxes, duties, levies for the purpose of evaluation.
 7. The Agency should take into consideration that total scope of work including the committed manpower that would be deployed for carrying out the job work.
 8. Quoted rates should be free from any pre- conditions regarding payments etc or otherwise offers are liable to be rejected.
 9. There will be no escalation in the price during entire contract period and benefit of any decrease in taxes/ duties shall be passed on to RTDC by the agency.
 10. RTDC reserves the right to revise the scope of work under intimation of the Agency. In case of revised scope of work, the amount as agreed with the agency for providing assigned services shall be reconsidered by the RTDC.
 11. Every workmen employed by the Contractor shall have to be allowed in each week, a day's rest with wages and statutory holidays with wages as required under the relevant laws.
 12. The duly filled in Financial bid along with all its appendices should be kept in a separate sealed envelope.
- I/ We, after having read, examined the bid documents and inspected the areas relating to Job Contract for Supply of Men Power (name of the work) and also scope of works to be carried out for the Hotel/ Restaurant and Head office on temporary basis, I/We hereby quote the rates for the entire job work as under. This amount is inclusive of all kinds of rates, charges and wages including service charges, Uniform and Bonus and other statutory liability etc. but excluding GST which will be paid on actual as per prevailing rates.

Special Note: All bidders are advised not to wait for last date and submit their Bid at the earliest. The RTDC shall not be responsible for any inconvenience in website and no extension in deposition of Bid be allowed for any bidder.

**General Manager
Hotel Ghoomar, Jodhpur**

Eligibility Criteria of Bidder

E bids are invited from experienced, technically & financially sound registered and fulfilling the eligibility criteria for the supply of men power for a period of two years.

1. The bidder should have registration certificates under The Employees Provident Fund Act 1952, The Employees State Insurance Act 1948, The Rajasthan Contract Labor (Regulation & Abolition) Act 1970, Rajasthan Shops & Commercial Organization Act 1958 and Indian Partnership Act 1932 or The Companies Act 1956.
2. The bidder should submit last three years audited accounts (e.g. Balance sheet and profit and loss account) for the verification of the turnover or the income tax returns of the last three years or certificate of C.A. regarding the turn-over for similar job/activities on the basis of which turnover of the firm may be determined/assessed.
3. The bidder should have minimum average annual turnover of Rs. 1.50 Crores for the last three years i.e. 2021-22, 2022-23, 2023-24 and shall submit in **annexure-J** For the bidders whose Balance Sheet and P&L Account for the year 2023-24 had not been completed shall have to submit the Balance Sheet and P&L Account for the year 2021-22 to 2023-2024.
4. The bidder should have minimum current general solvency of Rs. 30.00 lacs issued by the bank as on date. The bidder should have to furnish a certificate to this fact from their bankers.
5. The bidder should have three years experience of men power supply to the Government/ Public sector under takings/ reputed hotel chains Etc.
6. The bidder should submit the details of men power supplied during the last three years showing order no/date, to whom supplied, period of contract amount of the work order and certificate regarding satisfactory completion of the work.
7. The bidder should submit copy of PAN Card and GST No certificate duly attested by self/ notary public.
8. The bidder should submit Annexure "A" to K duly signed.
9. The bidder should submit the details of management, supervisory and other personnel/ staff working with the bidder.
10. The bidder should submit evidence for the person signing this proposal to bind the bidder to the proposal and to any contract resulting there from if any.
11. The bidder should submit bid from with signatures on each page and attached details/ documents.

The details and check list of documents required are as given below

S.No.	Particulars	Enclosed Yes/No	Page No.
1	The bidder should have 3 years experience in the field of supply of Men Power		
2	The bidder should submit last 3 years Average gross Annual Turn Over of Rs. 1.50 Crore or more for similar job/activities in annexure –J . The audited balance sheet and P&L account certified by the C.A. may be asked.		
3	Copy of PAN & GST Number (Self Attested)		
4	Copy of Employees Provident Fund Registration Number		
5	Copy of Registration under ESI Act		
6	Copy of Registration under Rajasthan Contract labour (Regulation & Abolition) Act 1970		
7	Copy of Registration under Rajasthan Shop & Comm. Org. Act, 1958 or under Indian partnership act 1932 or under the Indian Companies Act		
8	Professional setup (Complete details of staff and others) Enclose list		
9	The Bidder has the appropriate Quality Assurance Accreditation and Management Standards, practices and processes certification. (Furnish appropriate attested documents such as a valid ISO: 9001 certification) This is Desirable.		
10	The Agency has necessary experience in providing similar services to large establishments such as 3/4/5 stars Hotels, Corporate Building, Housing complex, Hospital involving large no. of men power. (Furnish appropriate attested documents)		
11	The Bidder must provide at least 3 references not older than 2 years, from		

	clients to prove experience of having successfully completed similar works during the last 3 years (Furnish appropriate attested documents)		
12	Particulars of Labour License, if any, from labour dept. (Furnish appropriate attested documents)		
13	Please attach General Power of Attorney/ Authorization to sign, to quote, to negotiate rates from sole proprietor / all partners of firms as applicable. (Furnish appropriate attested documents)		
14	Applicant should have current general solvency of atleast Rs.30.00 lacs issued by the Bank. (Attach Bank Solvency certificate)		
15	List of present clients (Enclose copies of work orders)		
16	Annexure "A" Declaration by the Bidder regarding Qualifications		
17	Annexure "B" Grievance Redressal during Procurement process.		
18	Annexure "C" Affidavit regarding compliance to terms & conditions of bid		
19	Annexure "D" Regarding pre stamps receipts		
20	Annexure "E" Format of Security cum Performance Bank Guarantee.		
21	Annexure "F" General Scope of works (Technical specification of contract)		
22	Annexure "G" Declaration and Undertakings		
23	Annexure "H" Agreement Form		
24	Annexure "I" Schedule of Educational Qualifications and Experience for the required men power.		
25	Annexure "K" Special conditions to contract.		

Note:- Documents from check list serial number 1 to 25 should be self attested by the bidder working in the firm, company with name and seal of the bidder.

Signature of Bidder with Seal

Name

Designation



Rajasthan Tourism Development Corporation Ltd., Jaipur
(A Government of Rajasthan Undertaking)



HOTEL GHOOMAR, OLD HIGH COURT ROAD, JODHPUR.

Phone : 91-0291-2544010; Email: ghoomar.rtdc@rajasthan.gov.in

General conditions of contract (GCC):

Important instructions:- The law relating to procurement “ The Rajasthan Transparency In Public Procurement Act 2012” [herein after called the Act] and “The Rajasthan Transparency in Public Procurements Rules 2013 “[herein after called the Rules] under the said Act have come into force which are available on the website of state public procurement portal [Http://sppp.raj.nic.in](http://sppp.raj.nic.in). Therefore the bidders are advised to acquaint themselves with the provision of the Act and Rules before participating in the bidding process. If there is any discrepancy between the provision of the Act and the Rules and this bidding document. The provisions of the Act and Rules shall prevail.

1. No bid will be accepted after due date and time fixed for receiving of bid.
2. If the last date fixed for receiving bids in the office is declared to be a holiday, the next working day will be deemed to be the last date for the purpose. The explanation will also apply in relaxation to other dates for any purpose whatsoever.
3. The RTDC Ltd. reserves the right to reject any or all bids without assigning any reason thereof.
4. Validity of bid offer is 90 days from the date of opening of the technical bid.
5. E-Bid shall be submitted up to date and time as per E- Bid notice for supply of Men Power for a period of one year.
6. The bid shall be submitted online to RTDC Ltd. through <http://eproc.rajasthan.gov.in> of Govt. of Rajasthan.
 - (a) Bidder should file bid duly furnishing the required information as per terms and conditions of bid documents
 - (b) Bids should be strictly in conformity with prescribed terms and conditions. Bids should not contain any conditions other than the prescribed terms and conditions. Bids who deviate from the terms and conditions are liable to be rejected.
 - (c) Before the last date for the receipt of bid. RTDC Ltd may amend any of the bid conditions, as may be desired and if such an amendment is absolutely necessary and same shall be communicated to the bidder by making available on the website <http://rtdc.tourism.rajasthan.gov.in>, <http://sppp.rajasthan.nic.in>. and <http://eproc.rajasthan.gov.in>.
 - (d) Bidder should be capable for supplying the ordered number of menpower.
 - (e) Minors are nor eligible to file bids.
 - (f) Bid form is not transferable. Bidder should sign with name and seal on all pages of bid form.
7. The bidder is not entitled to withdraw his offer once the bid filed.
8. The bidder should submit along with the bid following certificates for the bid.
 - (1) The bid form fee Rs 1180/- inclusive of GST downloaded from the website shall be submitted in the form of DD/BC in favour of The General Manager, Hotel Ghoomar, Jodhpur payable at Jodhpur. The bidders are also required to deposit the processing fee of Rs 1000/- in the form of DD/BC in favour of MD, RISL payable at Jaipur. The bid fee, processing fee and bidsecurity shall be deposited physically at the office of The General Manager, RTDC Hotel Ghoomar, Old High Court Road, Jodhpur before the last date and time of bid submission.

- (2) The bidder should submit copy of the Registration with.
 - a. The Employees Provident Fund & Misc. Provisions Act 1952.
 - b. The Employees State Insurance Act 1948.
 - c. The Rajasthan Contract Labour (Regulation & Abolition) Act 1970.
 - d. The Rajasthan Shops & Commercial Organization Act 1958.
 - e. The Indian Partnership Act 1932 or the Companies Act 1956.
 - f. GST No. & PAN No.
 - g. Any other if applicable on the firm/company as per law.
9. Financial bid duly filled as per part IInd giving the rates for quoted items should be submitted through portal <https://eproc.rajasthan.gov.in> only (Format BOQ). **It should not be disclosed in Technical bid.**
10. The required documents (Bid Form Fee, Bid Security & RISL Processing Fee) shall be submitted physically in the form of DD/BC before the last date and time given for the purpose in bid document. The bidders shall submit scanned copies of the DD/BC in Technical bid (Cover 'A'). All received bids will be opened in the presence of bidders who choose to be present. Financial bids will be opened only for those bidders who satisfy the standard criteria laid down by the RTDC Ltd. On the basis of details furnished by the bidders in the Technical bid in compliance of the Terms & Conditions of the bid.
 - (1) In the event of bid being submitted by proprietary firm bid must be signed by the sole proprietor. In the event of a partnership firm bid must be signed on its behalf by a person holding a power of attorney authorizing him to do so: and in case of company the bid must be signed by authorized signatory as the manner laid in the Articles of Association.
 - (2) Any change in the Constitution of the Firm/Company shall be notified forthwith by the Contractor in writing to the Managing Director, RTDC Ltd., JAIPUR and such change shall not relieve any former member of the Firm/ Company from the liability under the contract. No new partner/partners shall be accepted in the Firm/Company by the contractor in respect of the contract unless he/she/ they agree to abide by all its terms and conditions and submit to the Managing Director, RTDC Ltd., 3rd Floor, ParyatanBhawan, Sanjay Marg Opp. Vidhyakpuri Police Station, Jaipur a written agreement to this effect. The Contractors receipt for acknowledgement or date of any partner subsequently accepted as above shall bind all of them and will be sufficient to discharge for any of the purposes of the contract.

The hard copy of bid documents shall be filled with ink or typed. **The Bidder shall sign the bid form at each page and at the end in token of acceptance of all the terms and conditions of the Bid and then scanned copy shall be uploaded on e-portal except BOQ**

11. WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS

- a) A bidder may withdraw, substitute, or modify its bid after it has been submitted in accordance with the online procedure of bid i.e. e-procurement.
- b) No bid shall be withdrawn, substituted or modified after the last time and date fixed for receipt of bids as prescribed in www.eproc.rajasthan.gov.in

12. BID SECURITY

- (a) Every Bid should be accompanied by Bid security Rs. 1.04 lacs **@2% of the Approx. Cost of the work for which bid is being submitted) in favor of** the The General Manager, Hotel Ghoomar, Jodhpur. The bid security may be given in the form of a banker's cheque

or demand draft or bank guarantee in specified format, of a scheduled bank. The bid security must remain valid upto **Three months** from the last date of submission of bid. In case of unsuccessful bidder bid security will be returned after the successful bidder executes the agreement.

- (b) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of performance security.
 - (c) The bid security of unsuccessful Bidder shall be refunded soon after finalization of the bids. Bidder has to produce a pre stamp receipt as per **Annexure 'D'** with the bid document.
 - (d) The bid security deposit lying with the **RTDC Hotel Ghoomar, Jodhpur** in respect of other bids awaiting approval or rejected or on account of contracts being completed will not be adjusted towards bid security for the fresh bids. The bid security may, however, be taken into consideration in case bids are re-invited for the same item.
 - (e) No interest will be paid on Bid Security by the RTDC Ltd Jaipur.
13. **Forfeiture of bid security:** The bid security shall be forfeited in the following cases:-
- (i) When bidder withdraws or modifies the offer after opening of bid.
 - (ii) If the successful bidder would not accept the work order within 7 days from the issuing of work order, then the amount of bid security deposited by him/them shall stand forfeited.
 - (iii) When the bidder does not execute the agreement, if any, after placement of work order within 7 days.
 - (iv) When the bidder fails to start the work or service or execute work as per work order within the time specified;
 - (v) When the bidder does not deposit the performance security within specified period;
 - (vi) If the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of RTPP Act/ Rules.

14. PERFORMANCE SECURITY (P.S.)

- a) Successful Bidder should submit Performance Security Rs 2,60,000/- @5.00% of estimated bid value within seven days from the date of acceptance of Bid in the form of:-
 - (i) Demand Draft in favor of **The General Manager, Hotel Ghoomar, Jodhpur** payable at Jodhpur from any Scheduled Bank.
 - Or
 - (ii) Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 of the RTPP Rules 2013 for bid security.
 - Or
 - (iii) Fixed deposit receipt (FDR) of a scheduled bank. It shall be in the name of The General Manager, Hotel Ghoomar, Jodhpur **on account of "the approved Contractor, and discharged by the "the approved supplier", in advance.** The General Manager, Hotel Ghoomar, Jodhpur **shall ensure before accepting the Fixed Deposit Receipt that "the approved Contractor, furnishes an undertaking from the bank to make payment/premature payment of the fixed deposit receipt on demand to the The General Manager, Hotel Ghoomar, Jodhpur without requirement of consent of "the approved Contractor" concerned. In the event** of forfeiture of the performance security, the fixed deposit shall be forfeited along with interest earned on such fixed deposit as security for the due performance of the aforesaid agreement which has been formally transferred to the Executive Director **RTDCLtd., Jaipur.**

- b) Performance security furnished in the form specified in clause (ii) & (iii) above shall remain valid for a period of 180 (One Hundred Eighty) days beyond the date of completion of all contractual obligations.
- c) Bid Security deposited earlier will be adjustable towards Performance Security as per norms.
- d) **If the successful Bidder fails to furnish the Performance security within the time specified, the Bid Security shall stand forfeited besides recovery of consequential losses, if any, sustained by the Executive Director RTDC, Jaipur apart from cancellation of work order.**
- e) The Performance Security shall be refunded to the bidder upon successful completion of the work as per agreement. No interest will be paid on the performance security by the corporation.

15. FORFEITURE OF PERFORMANCE SECURITY

Performance Security amount in full or part may be forfeited in the following cases: -

- (a) When any terms and conditions of the contract are breached.
 - (b) When the Bidder fails to do the complete work satisfactorily.
- Notice of reasonable time will be given in case of forfeiture of Performance security.
The decision of the **Managing Director, RTDC Ltd., Jaipur** in this regard shall be final.

16. OPENING OF BIDS.

- a) e-Technical Bids will be opened as mentioned in bid notice.
- b) The Financial bids of the Technical qualified bidders only will be considered. Only the successful Bidders in Technical bids are eligible to participate in further proceedings.
- c) Rate offered by the qualified Technical Bidders will be taken into consideration to arrive at lowest rate offered by the Bidders viz. L1, L2 and so on.
- d) If the date fixed for opening of Bids happens to be Govt. holiday, the bids filled online will be opened on the next working day at the same time specified above.
- e) **Managing Director, RTDC Ltd., Jaipur** reserves the right to award the bids in full or in part to one or several parties if the lowest bidder fails to perform the work as desired by the management. The decision of the **Managing Director, RTDC Ltd., Jaipur** is final and binding on the Bidders.
- f) **Managing Director, RTDC Ltd., Jaipur** reserves the right to reject any or all the bids without assigning any reasons whatsoever and the decision of the **Managing Director, RTDC Ltd., Jaipur** in this regard is final and Binding on the Bidder and cannot be called into question.

17. TERMINATION OF CONTRACT ON BREACH OF CONDITION:

- a. In case the bidder fails or neglects or refuses to faithfully perform any of the Covenants on his part herein contained, it shall be lawful for the Managing Director **RTDC Ltd., Jaipur** to forfeit the amount deposited by the bidder as Performance Security and cancel the Contract.
- b. The **Managing Director, RTDC Ltd., Jaipur** reserves the right to terminate without assigning any reasons therefore the Contract/Agreement either wholly or in part without any notice to the bidder. The bidder will not be entitled for any compensation whatsoever in respect of such termination of the Contract/Agreement by the Managing Director RTDC Ltd., Jaipur.

18. 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 behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

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 them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

19. Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Executive Director, RTDC Ltd., Jaipur

The designation and address of the Second Appellate Authority is Managing Director, RTDC Ltd., 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 tiled 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 endeavor to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (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 into negotiations;
- (d) cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

20. AGREEMENT:

The successful Bidder should execute agreement as per **ANNEXURE 'H' within 15 days** by furnishing the Performance security as prescribed **within 7 days** of issue of work order as per the terms & conditions on **Rs. 500/-** non judicial stamp paper. In the event of failure to execute the agreement, the performance security OR bid security as the case may be stand forfeited apart from cancellation of work order besides debarring the bidder and the Managing Director **RTDC Ltd., Jaipur** is entitled to collect liquidated damages if any from the bidder for his failure to comply with the terms and conditions of the bid.

21. DURATION AND PLACE OF DELIVERY

Ordered supply of Men Power should start within 7 days of supply order at the respective place (s) given in the work order. The number of men power shown in part 2nd financial bid is only indicative. Number of workers /staff may increase or decrease as per requirement of the RTDC irrespective of posts etc. Provisions of liquidated damages will be applicable as per the provisions of RTPP Act & Rules and / or GF & AR for delayed supply.

22. DEBARRING AND RECOVERY OF LOSSES

In the event of failure by the Bidder at any stage of bid process the Bid Security or Performance Security or Bills of services will be forfeited apart from cancellation of award of contract and blacklisting / debarring of the firm/Bidder & recovery of losses on account of this act of bidder.

23. PAYMENT PROVISIONS

The supplier shall be paid after certification of bill & satisfactory services by the Competent Authority and after a period of 15-20 days. The supplier shall have to submit the required certificates as notified vide circular no. F.2 (1) Finance /SPFC/2017 dated 30.04.2018 by the Finance (G&T) Department.

24. RECOVERIES

If the supplier fails to provide the menpower in the required number on any particular day or days, alternate arrangement will be made by the RTDC Ltd Jaipur on the risk and cost of the supplier. Penalty of Rs. 500/- per person per day will also be deducted from the payable amount of supplier in addition to the amount of risk and cost suffered by the RTDC Ltd Jaipur.

25. SUBLETTING

The supply Contract awarded should be executed by the successful bidder only. The subletting of supplies from any other firm, Company is not permitted.

26. All the terms & conditions except condition number (IX) notified vide circular no. .2 (1) Finance /SPFC/2017 dated 30.04.2018 by the Finance (G&T) Department will be applicable and will be part of the general terms & conditions of the bid.

27. SAVING CLAUSE

No suit, prosecution or any legal proceedings shall lie against Bid Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of Bid.

28. FORCE MAJEURE:

Notwithstanding the provisions of Clauses No. 29 etc. the bidder shall not be liable for, forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event or Force Majeure

For purpose of this clause, "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as

reasonably practical, and shall not seek all reasonable alternative means for performance not prevented by the Force Majeure event.

29. INDEMNIFICATION:-

The bidder shall indemnify the Managing Director RTDC Ltd., Jaipur against all claims which may arise in services of inferior quality not conforming to prescribed specifications and standards.

The bidder shall agree to indemnify Managing Director RTDC Ltd., Jaipur against, and to reimburse Managing Director RTDC Ltd., Jaipur for, and to our option, to defend Managing Director RTDC Ltd., Jaipur against, all damages for which it is held liable to in any proceeding arising out of use of Services, pursuant to and in compliance with this Bid/Agreement, and for all costs Managing Director RTDC Ltd., Jaipur reasonably incur in the defense of any such claim brought against Managing Director RTDC Ltd., Jaipur or in any such proceeding in which Managing Director RTDC Ltd., Jaipur is named as a party, including reasonable attorney's fees, provided that Managing Director RTDC Ltd., Jaipur has timely notified us of such claim or proceeding. The approved supplier will indemnify the Managing Director RTDC Ltd., Jaipur against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of Services or use.

30. EDUCATIONAL QUALIFICATIONS AND EXPERIENCE FOR THE REQUIRED MENPOWER

The educational qualifications and experience for the manpower will be as per the details given at annexure 'I'

31. The bid with Nil consideration or with unreasonable consideration shall be rejected.

32. 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.

33. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed 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 Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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

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

35. CONFIDENTIALITY

The bidder shall keep all information related to RTDC Ltd., Jaipur confidential & shall not share with any other person, office/ organization etc in whatever way (Verbally, in writing, physically or electronically or otherwise.) In case **the** bidder fails to maintain confidentiality of information related to the RTDC Ltd., Jaipur, he will be liable to strict legal action as per law besides is contract being terminated and any other action as per RTPP Act and Rules.

36. ARBITRATION

In case of any dispute arising between the bidders and the RTDC Ltd., Jaipur, decision of the Managing Director RTDC Ltd., Jaipur shall be final and binding upon the parties concerned.

37. JURISDICTION

In the event of any dispute arising out of the Bid or orders such dispute would be subject to the jurisdiction of the Courts of Jaipur or Honorable High Court (Jaipur Bench only)

N.B:-BIDDER SHOULD READ THESE TERMS & CONDITIONS CAREFULLY AND COMPLY them STRICTLY WHILE SUBMITTING THEIR BIDS. IF A BIDDER HAS ANY DOUBT REGARDING THE TERMS & CONDITIONS AND SCOPE OF WORK MENTIONED IN THE BID NOTICE HE SHOULD REFER THESE TO THE EXECUTIVE DIRECTOR, RTDC Ltd., JAIPUR BEFORE SUBMITTING BIDS AND OBTAIN CLARIFICATIONS. THE DECISION OF THE MANAGING DIRECTOR, RTDC Ltd., JAIPUR SHALL BE FINAL AND BINDING ON THE BIDDER.

Signature of Bidder with Seal

Name

Address

ANNEXURE-A

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 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 no 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:

Address:

Signature of bidder
Name
Designation:

ANNEXURE-B

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Executive Director, RTDC Ltd, Jaipur.

The designation and address of the Second Appellate Authority is Managing Director, RTDC Ltd., Jaipur.

1. Filling an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before he opening of the Financial Bids, an appeal related to the matter of Financial Bids may be tiled 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 endeavor to dispose it of within thirty days from the date of the appeal.

f) 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.

g) Appeal not to lie in certain cases

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

- (f) determination of need of procurement;
- (g) provisions limiting participation of Bidders in the Bid process;
- (h) the decision of whether or not to enter into negotiations;

- (i) cancellation of a procurement process;
- (j) Applicability of the provisions of confidentiality.

h) 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.

i) For fee filing appeal

- (a) Fee for first appeal shall be rupees one 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.

j) 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 © above shall also be placed on the State Public Procurement Portal.

FORM No. 1

(See rule 83)

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) (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. Ground of appeal:

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

7. Prayer:

Place.....

Appellant's Signature:

Date

Affidavit regarding compliance to Terms & Condition of Bid

Bidder Name:-----

I/We confirm that I/We are authorized to submit Bid on behalf of the firm participating in the Bid and have perused the entire Bid/Bid document including all its amendments till date.

Having perused the subject Bid with all amendments (wherever applicable). I/We hereby confirm unconditional acceptance and compliance to abide by all its terms & conditions as mentioned in Bid document including technical particulars, Detailed technical specifications of the product, Special Terms & Conditions and General Terms & Conditions wherever indicated , offer validity , terms of delivery without any deviations whatsoever:

I/We also confirm acceptance of the all General Terms & Conditions of Bid document.

I/We certify that the prices quoted against the Bid are competitive and without adopting any unfair / unethical means in including cartelization.

I/We certify that Biding firm has not been banned by any Government Department of the State / PSU or any other government organization in the country from business dealings.

I/We also certify that the information given above is factually correct, true and nothing material has been concealed.

Name of Bidder with Signature and Seal

PRE- STAMP RECEIPT
(ON LETTER HEAD OF THE BIDDER)

We received an amount of Rs.....(Rs. -----) in full towards payment of bid security against bid No.-----dated---- from RTDC Ltd, Jaipur, through cheque.

1. Name of bidder.....
2. Name & address of bidder.....
3. Name of bank & branch.....
4. Bank a/c type : Saving/Current/Over Draft/.....
5. Bank a/c number.....
6. Bank branch MICR Code.....
7. RTGS/IFSC Code.....
8. NEFT/IFSC Code.....

Signature of Bidder with Seal

SECURITY CUM PERFORMANCE BANK GUARANTEE

To,
The Managing Director,
R.T.D.C. Ltd.,
Jaipur

Whereas the Managing Director RTDC Ltd Jaipur (Herein called the RTDC) having entered into an agreement No. dated..... with M/s.....having registered office at.....(herein called the "Approved contractor")

For Procurement of men power as per scope of work here-in-after called "the said agreement" under which the "Approved contractor" M/s..... have applied to furnish Bank Guarantee to make up the full security deposit.

1. In consideration of the RTDC having made such a stipulation in agreement. We (indicate the name of Bank) having its registered office at..... here-in-after referred to as "the Bank" at the request of M/s..... "Approved contractor " do hereby undertake to pay to the RTDC Ltd Jaipur amount not exceeding Rs. 5,20,000/- on demand by RTDC Ltd Jaipur.
2. We (indicate the name of Bank), do hereby undertake to pay Rs 5,20,000/-Any demur or delay. merely on a demand from the RTDC Ltd. Jaipur any such demand made on the bank by the RTDC Ltd. Jaipur shall be conclusive and payable by the bank under his guarantee. The bank guarantee shall be completely at the disposal of the RTDC Ltd. Jaipur and we (indicate the name of bank), bound other selves with the directions given by RTDC Ltd. Jaipur regarding this bank guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs 5,20,000/-
3. We (indicate the name of Bank), undertake to pay to the RTDC Ltd. Jaipur any money so demanded not withstanding any dispute or disputes raised by the "Approved contractor" in any suit or proceeding pending before any court or tribunal or arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We. (Indicate the name of Bank). further agree that all guarantee herein contained shall remain in force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the RTDC Ltd. Jaipur under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Government certifies that the terms and conditions of the said agreement have been fully and properly carried out by the "Approved contractor" and accordingly discharges this guarantee.
5. We (Indicate the name of Bank), further agree with the RTDC Ltd. Jaipur that the RTDC Ltd. Jaipur shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time to performance by the said " Approved contractor " from time to time or to postpone for any time or time to time any of the powers exercisable by the RTDC Ltd. Jaipur against the said "Approved contractor" for bear or enforce any of the terms and conditions

relating to the said agreement and forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Approved contractor " or for any forbearance act or omission on the part of the RTDC Ltd. Jaipur or any indulgence by the RTDC Ltd. Jaipur to the said " Approved contractor " or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us (Indicate the name of bank), under this guarantee will not be discharged due to the change in the constitution of the bank or the "Approved Contractor".
7. We (Indicate the name of bank), lastly undertake not to revoke this guarantee except with the previous consent of the RTDC Ltd. Jaipur in writing.
8. This performance guarantee shall remain valid and in full effect, until it is decided to be discharged by the RTDC Ltd. Jaipur. Not with standing anything mentioned above. Our liability against this guarantee is restricted to Rs. 5,20,000/-
9. It shall not be necessary for the RTDC Ltd. Jaipur proceed against the supplier before proceeding against the bank and the guarantee herein contained shall be enforceable against the bank not with standing any security which the RTDC Ltd. Jaipur may have obtained or obtain from the "Approved Contractor".
10. The bank guarantee shall be payable at the Jaipur. If the last date of expiry of the bank guarantee happens to be a holiday of the bank, the bank guarantee shall expire on the close of the next working day.

Not with standing anything contained hereinabove, our liability under this guarantee is restricted Rs. 5,20,000/-and our guarantee shall remain in force upto 180 day after expiry of contract period unless a demand or claim under the guarantee is made on us in writing on or before expiry of the validity of performance guarantee Therefore after expiry of validity period or extended validity period of the performance guarantee all your rights under the guarantee shall be forfeited and we shall relived and discharged from all liabilities hereunder irrespective of whether or not the original guarantee is returned to us.

Dated day of

Date:

Place:

Signature & Seal of Guarantors

HOTEL GHOOMAR, OLD HIGH COURT ROAD, JODHPUR.

Phone : 91-0291-2544010; Email: ghoomar.rtdc@rajasthan.gov.in

ANNEXURE 'F'

GENERAL SCOPE OF WORKS (Technical Specifications of Contract) RTDC is looking for agencies to provide Men powers.(e.g. House Keeping Services, Food & Beverages, Front office and office etc.) at Hotels/Restaurants and head office of RTDC. The service would be required for a period of one year as per the details given below.

Detailed Scope of Work: to be elaborately spelt out)

Description of work (Sample)

1. "Cleaning and Scavenging work in Hotel, Back Area, Front Area, Staff Quarter Gents/Ladies Clock Rooms, Public Toilets, Lobby, Reception, Pantries, Telephone Exchange, Locker Rooms, Executive Officer, Offices, Licensees, Restaurants, Dish Washing, Staff Canteen, Western Court Dining Hall, Main Kitchen etc. And Retrieval of all the Hotel Cooking and Service Utensils and Equipments from the Food Production and Service Areas, Stewarding and maintenance of Hotel Cooking and Service equipments and areas" and "Upkeep & Maintenance of F&B Services, VVIP Service, Staff Canteen, Western Court, Rooms and outer Area, Linen/ Upholstery and Time Office for round the clock in the year by employing sufficient suitable workers as required."
2. "Attending the misc. civil works (i.e. maintenance) such as carpentry, masonry, plumbing, sanitary, etc. Or any other work as directed by the Hotel and Head Office of RTDC or his authorized representative for round the clock in the year by employing sufficient suitable workers as required"
3. The Technical staff may be deployed at Hotel as well as head office as per requirement from time to time.

Menpower Resources: (Sample)

The contractor shall provide the Men power Services round the clock in shifts as per RTDC's requirement. The agency should ensure to maintain the adequate nos. of menpower as committed and also arrange a pool of standby staff of equal status. In case any staff of the agency is absent from the duty, a reliever of equal status shall be provided by the agency from an existing pool of staff. The leave arrangement as and when require shall have to be made by the firm only and there shall not be any additional liability on RTDC in this regard.

For coordination and supervision of all activities, the contractor is required to have competent supervisor for supervision of the works and who will be responsible for the conduct of worker and who has authority to receive and act on such instructions issued by RTDC. The supervisors must be experienced and qualified person who will be overall responsible for smooth functioning of all facilities. He will also be responsible for discipline of entire staff of the agency for all the activities. The supervisor of the contractor shall maintain separate attendance register, duty roster for the men power engaged by the firm

on a daily basis and for which no additional amount shall be paid on account of such supervisory charges.

The Contractor shall ensure that all persons employed by him shall be of good conduct, character, efficient, and conversant with the nature of work. They should be in proper uniform and with identity cards whenever they are in the complex. The Uniform of employees will be prescribed by RTDC and the expenses thereof will be borne by contractor. Antecedents of each worker and supervisor of the Agency, who will present/ deployed in the premises of the unit in connection with execution of assigned job, should be duly verified by the Police Authority. No person having adverse antecedents should be permitted to work or visit the unit/ premises during contract period. The Agency is bound to remove any of the workers employed by him and arrange for replacement of removed person as and when advised to do so by RTDC. RTDC reserves the right to conduct further verification/ check in order to validate the checks conducted by the Agency..

The men power deployed for the job will remain available at the place of their duty as per roster and would report to the supervisor posted by the Agency. The supervisor will ensure that tender specified men power is available at the place of duty at all times. If RTDC finds that the bidder's committed men power is not able to provide satisfactory service, the bidder will have to provide additional hands without any increase in the monthly bill. It shall be the Agency's responsibility to attend emergency work in time. No extra payment will be made of working on odd hours/ emergency work.

RTDC will verify the records and documents with regard to the men power deployed by the Agency and may interview the staff of the contractor before their deployment to ensure effective operation of the assigned job.

Minimum Menpower Required (Sample)

To carry out the aforesaid Men power services in shifts efficiently and effectively the successful bidder(s) need to deploy at least a minimum numbers of trained men power as per the details furnished below.

For Hotel Ghoomar, Jodhpur, Hotel Paniharin, Pali, Motel Barr, Barr and IMFL Shop at Hotel Ghoomar, Jodhpur:-

S.No.	Area of operation	Details of Staff	Estimated Nos. of Staff as per requirement
1	Social Media & Digital Mark.	Digital Marketing Astt.	01
2	Accounts	Accountant cum Cashier	01
3	Front Office	Receptionist	08
4	Computer Cell	Computer Operator	01
5	Kitchen & Store	Chef & Cooks	03
6	Others (Gardner , etc.)	Gardner etc.	01
7	Others (Security etc.)	Security Guards cum Porter	03
8	Food & Beverages	Steward, Captain, Waiters	13
9	Kitchen	Helper, Masalchi	04
10	House Keeping Section	Housekeeping Helper	07
11	Electric , Plumber	Electrician, Plumbing	02
	Total		44

The above per category staff requirement is minimum nos. of manpower to be deployed by the Agency. The Agency may decide to deploy more staff per category depending on their assessment of the scope of work for various activities. No additional payment shall be made if the Agency keeps more staff at site for completing the pending work or if the minimum staff is not able to perform satisfactorily as per contract provision.

Uniform: (Sample)

The manpower deployed by the contractor should be in proper uniform and having the identity cards whenever they are in the complex (Unit) as per the details furnished below.

Supervisors:

Gent: Black Terrycot Trousers,
 White Terrycot Full sleeve Shirts
 Black shoes, Shocks, Black Tie

Lady: Saree/ Salwar Suits duly approved by RTDC

Staff: Preferable (e.g. White T/C F/S Shirt/ Black Trouser, Black Shoes and Socks) or the existing uniform, if any, of the firm/contractors duly approved by RTDC.

Signature of bidder with seal

Name

Designation

Declarations and Undertakings

1. We(Name of firm) do hereby undertake that:-
 - (a) Our firm/ company has not been blacklisted/banned by any Govt. (Government of India/ State Government) and their subordinate departments for participation / submission of bids.

Or

That our firm/company has been blacklisted/ banned by

(Name of Govt /Dept .)& required information is as below:-

 - (i) Cause of blacklisting/banning/ debarring.
 - (ii) For which work.
 - (iii) Period of blacklisting/banning/ debarring.
 - (iv) Latest Status of blacklisting/banning/ debarring.
2. If this declaration is found to be incorrect, then without prejudice to any other action that may be taken against us, the bid if and to the extent accepted may be cancelled and the amount of bid security / performance security may be forfeited.

Signature of bidder with Seal

Name:

Designation:

FORMAT OF AGREEMENT

THIS AGREEMENT made at Jaipur this day of 2021 between Managing Director Rajasthan Development Corporation Limited having its office at the 3rd Floor, ParytanBhawan, Opp. Vidhaykpuri police station Jaipur. (Hereinafter called and referred to as "the First Party")

AND

....., a Company incorporated under the provisions of the Indian Companies Act having its registered office at and Regional/Branch (hereinafter referred to as "the Second Party"), which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the OTHER PART.

Whereas

The First Party has decided to procurement of men power as per scope of work (hereinafter called and referred to as "the Services"), and has invited open bids for it:

- a. AND the second party is one of the bidders. Who has submitted its technical and financial bids for providing the services?
- b. AND after securitization and evaluation of such bids received, the bid submitted by the Second Party has been approved by the First Party.

AND the financial rate for the one year (as per the Financial Bid document proposal) as agreed upon by the PARTIES as per annexure of approved rates as enclosed. The term of agreement under this tender process will be for one year from effective date, which may be extended date as per admissible under RTPP Act/Rules subject to the RTDC Ltd. Jaipur satisfaction and mutual consent of both the parties.

An agreement on non-judicial stamp paper for Rs. 500/- is to be signed by and between the Managing Director RTDC Ltd Jaipur and the approved bidder for the work under this tender process within.

All the terms and conditions of this bid document will be part of the agreement.

(Signature & Seal)

Date:, 2024

Place: Jodhpur

For and on behalf of the FIRST PARTY

AND WITNESSED BY:

1.
(Signature)
Name & Designation

2.
(Signature)
Name & Designation

(Signature & Seal)

Date, 2024

Place: Jodhpur

For Approved bidder
Authorized Signatory

AND WITNESSED BY:

1.
(Signature)
Name & Designation

2.
(Signature)
Name & Designation

Schedule of Educational Qualifications and Experience for the required manpower**ANNEXURE 'I'**

S.No.	Section	Category/ Designation	Educational qualification	Experience	Whether trained or to be trained for Hotel/IMFL/Head office jobs
1	Accounts	Accountant cum Cashier	Commerce Graduate and having experience of one year in doing accounting work in reputed hotel .		
2	Civil Section	Carpenter, Painter, Plumber, Massoner, Helpers	I.T.I. and having experience of one year for doing such work.		
3	Food & Beverages	Steward, Captain, Waiters	10 th pass and having experience of one year in doing such work in reputed Hotel.		
4	Kitchen	Helper, Masalchi	Literate and Having experience of one year for preparing of Veg. and Non-Veg. dishes in reputed Hotel.		
5	Front Office	Receptionist	Graduate and Hindi and English spoken having experience of one year for doing such Job in reputed Hotel.		

6	House Keeping Section	Housekeeping Helper	10 th Pass and having experience of one year in housekeeping department in reputed Hotel.		
7	Engineering Section	Electrician, A.C Helpers etc.	I.T.I. and having experience one year for doing such work.		
8	Others (Security etc.)	Security Guards cum Porter	Literate and having experience one year for doing such work.		
9	House Keeping Section	Supervisors	Diploma/ Degree of Hotel Management and having experience of one year as Supervisor in housekeeping department in reputed Hotel.		
10	Kitchen & Store	Chef & Cooks	Degree/ Diploma in Hotel Management and having experience of one year for preparing of Veg. and Non-Veg. dishes in reputed Hotel		
11	Others (Gardner 1, etc.)	Gardner etc.	Literate and having experience one year for doing such work.		
12	Kitchen	Tandoor Men	Literate and		

			having experience one year for doing such work.		
13	Hotels	Manager Hotel	Diploma/ Degree of Hotel Management and having experience of one year as Manager in Front Office in reputed Hotel.		
14	Computer Cell	Men with Machine	Graduate and having experience of one year of computer typing in hindi and English.		
15	Driver	Driver	Literate and having experience of three year for driving and having commercial license.		
16	Food & Beverages	Manager	Having Degree/ diploma in F&B and experience of one year as Supervisor in F&B department in reputed Hotel.		
17	Legal Cell	Legal Assistant	Law graduate and having experience of five years of practice in courts.		

18	Computer Cell	Computr. Operator	Graduate and having experience of one year of computer typing in hindi and English.		
19	Social Media Marketing	Digital Market. Assistant	Having fluency in Social Media mangament & digital marketing tools.		

Signature of bidder with Seal

Name:

Designation:

Annexure- J*(On Firm's letter head)***Annual turn over statement**

[Ref. Clause No. 6(ix)]

The Average Gross Annual Turnover of M/s.....(*Name of Firm*)..... and address for the past three years are given below and certified that the statement is true and correct:-

Sl. NO.	Financial Years	Turnover in Lakhs (Rs)	
1.	2021-22	-	
2.	2022-23	-	
3.	2023-24	-	
Total		-	Rs. _____
Lakhs			
Average gross annual turnover		-	Rs. _____
Lakhs			

It is certified that the net worth of the firm is positive and current general solvency of firm is more than Rs 50.00 lac as per point No.4 of eligibility criteria.

Date
Signature of Auditor/Seal

Signature of the bidder

Chartered Accountant

(Name & Address.)

Tel. No.

Mob. No.

Special conditions for procurement of Men Power

राजस्थान सरकार

वित्त (G&T) विभाग

क्रमांक: एफ 2(1)वित्त/एसपीएफसी/2017

जयपुर, दिनांक 30/04/2018
संख्या 1/2018

परिपत्र

विषय:- राजस्थान लोक उपापन में पारदर्शिता अधिनियम, 2012 एवं नियम, 2013 के अन्तर्गत मानव संसाधन की सेवाओं के उपापन के सम्बन्ध में दिशा-निर्देश बाबत।

संदर्भ:- एकलपीठ याचिका संख्या 372/2013 अगोख बाई व 1 अन्य बनाम राज्य व अन्य में पारित निर्णय दिनांक 11.08.2016

राज्य सरकार के यह ध्यान में आया है कि कतिपय मामलों में उपापन संस्थाओं द्वारा यह सुनिश्चित करने के पूर्ण प्रयास नहीं किए जाते हैं कि श्रम नियोजित श्रमिकों को नियमानुसार देय न्यूनतम मजदूरी नियमित रूप से प्राप्त होती रहे, जिससे इस प्रकार के प्रकरणों में श्रम नियोजित श्रमिकों के शोषण की संभावना बनी रहती है। माननीय राजस्थान उच्च न्यायालय, जयपुर द्वारा सन्दर्भित निर्णय में इस बिन्दु को ध्यान में रखते हुए विस्तृत निर्देश प्रदान किए गए हैं।

माननीय न्यायालय के सन्दर्भित निर्णय की पालना में समस्त उपापन संस्थाओं को एतद्वारा यह निर्देश दिए जाते हैं कि राज्य सरकार की विभिन्न उपापन संस्थाओं के अन्तर्गत विभिन्न सेवाओं एवं सक्तों के संपादन में कार्यरत मानव संसाधन को न्यूनतम मजदूरी का भुगतान सुनिश्चित करने के लिए राजस्थान लोक उपापन में पारदर्शिता अधिनियम एवं नियमों की पूर्ण पालना की जानी अनिवार्य है तथा उपापन संस्था द्वारा विभिन्न सेवाओं के संपादन में आवश्यकतानुसार मानव संसाधन हेतु राजस्थान लोक उपापन में पारदर्शिता अधिनियम एवं नियमों में प्रादधित उपापन की विभिन्न शैतियों में से उपयुक्त शैति का चयन करते हुए किया जाएगा परन्तु प्लेसमेंट ऐजेन्सीज के माध्यम से मानव संसाधन का उपापन नहीं किया जाएगा।

उपापन संस्था द्वारा उक्तानुसार विभिन्न सेवाओं के संपादन में कार्यरत मानव संसाधन की उपापन प्रक्रिया हेतु बोली दस्तावेजों में अन्य आवश्यक बिन्दुओं के साथ साथ निम्नांकित विशिष्ट बिन्दुओं का अनिवार्य रूप से समावेश किया जायेगा:-

(i) बोलीदाता/सदेदक द्वारा विभिन्न पत्तीकरण इत्यादि का विवरण निम्नानुसार प्रस्तुत किया जावेगा -

क्र. सं.	विवरण	रजि.सं.	वर्ष	पंजीकरण दिनांक	संलग्नक क्रमांक
1.	राजस्थान अनुबंधित श्रमिक (नियमन एवं उन्मूलन) अधिनियम, 1970,				
2.	कर्मचारी भविष्य निधि अधिनियम, 1952				
3.	कर्मचारी राज्य बीमा अधिनियम, 1948				
4.	वस्तु एवं सेवा कर (GST)				
5.	आय कर (पैन नंबर)				
6.	राजस्थान दुकान एवं वाणिज्यिक संस्थान अधिनियम 1958 या इण्डियन पार्टनरशिप एक्ट 1932 के अन्तर्गत या इण्डियन कम्पनी एक्ट 1956 के अन्तर्गत				

(ii) जॉब बेसिस पर सेवाओं के उपापन के लिये निविदा में दरें निम्नानुसार प्रपत्र में प्रस्तुत की जायेंगी:-

क्र. सं.	सेवा का नाम	श्रमिकों को देय पारिश्रमिक जो कि प्रचलित न्यूनतम मजदूरी की दर से कम नहीं होगी। गय संख्या				EPF दर प्रतिशत	ESI दर प्रतिशत	सामग्री राशि / उपकरण किराया	सेवा प्रदाता का सर्विस चार्ज राशि	कुल राशि
		श्रमिक श्रेणी	न्यूनतम मजदूरी दर	श्रमिकों की संख्या	राशि					
1	2	3			4	5	6	7	8	9
		1. अकुशल 2. अर्द्ध कुशल 3. कुशल 4. उच्च कुशल								10

(उपर्युक्त तालिका में स्तम्भ संख्या 1 से 7 तक की पूर्तियां सम्बन्धित उपापन संस्था द्वारा ही की जाकर बोली दस्तावेज में ही अंकित कर उपलब्ध कराई जायेंगी तथा केवल स्तम्भ संख्या 8 एवं 9 में ही बोलीदाता द्वारा समुचित प्रविष्टियां अंकित की जा सकेंगी)

(iii) संवेदक के माध्यम से सेवाओं के उपापन के लिये निविदा में दरें निम्नानुसार प्रपत्र में प्रस्तुत की जायेंगी:-

क्र. सं.	कार्य की प्रकृति	कार्य हेतु आवश्यक मानव संसाधन की अनुमानित संख्या	श्रम विभाग द्वारा निर्धारित न्यूनतम मजदूरी	सेवा प्रदाता द्वारा प्रस्तुत प्रति व्यक्ति दर	EPF दर प्रतिशत	ESI दर प्रतिशत	सेवा प्रदाता का सर्विस चार्ज राशि	कुल राशि
1	2	3	4	5	6	7	8	9
		1. अक्षर- 2. अक्षर कुशल- 3. कुशल- 4. उच्च कुशल-						

23

(उपर्युक्त तालिका में स्तम्भ संख्या 1-4, 6 व 7 की पूर्तियां सम्बन्धित उपापन संस्था द्वारा की जाकर बोली दस्तावेज में ही उपलब्ध कराई जायेंगी तथा शेष स्तम्भ संख्या 5, 8 एवं 9 में ही बोलीदाता द्वारा समुचित प्रविष्टियों की जा सकेंगी)

(iv) न्यूनतम मजदूरी अधिनियम 1948 (केन्द्रीय अधिनियम 11, वर्ष 1948) के वैधानिक प्रावधानों की अनुपालना का दायित्व सम्बन्धित संवेदक का होगा।

(v) राजस्थान अनुबंधित श्रमिक (नियमन एवं उन्मूलन) अधिनियम, 1970, कर्मचारी भविष्य निधि अधिनियम, 1952 एवं कर्मचारी राज्य बीमा अधिनियम, 1948 के अन्तर्गत नियमानुसार पंजीकृत संवेदक ही उक्त प्रकार की बोली में भाग लेने हेतु अर्हत होंगे। पंजीकरण प्रमाण-पत्र की सत्यापित प्रतिलिपि पूर्ण रूप से भरे हुए बोली दस्तावेज के साथ सम्बन्धित उपापन संस्था को प्रस्तुत की जायेगी।

(vi) यदि किसी उपापन संस्था को अंशकालिक (Part-time) मानव संसाधन की सेवाओं की 4 घण्टे से कम अवधि के लिये आवश्यकता हो तो ऐसी अंशकालिक सेवा का बोली दस्तावेजों में स्पष्ट उल्लेख करते हुए सम्बन्धित उपापन संस्था द्वारा बिड सम्बन्धी कार्रवाई की जायेगी। ऐसे अंशकालिक मानव संसाधन जिनकी सेवाएं 4 घण्टे से कम अवधि के लिए ली जायेंगी उन्हें उनकी सेवाओं के विरुद्ध न्यूनतम मजदूरी की गणना श्रम विभाग द्वारा समय-समय पर निर्धारित न्यूनतम मजदूरी की 50 प्रतिशत राशि पर की जायेगी।

(vii) संवेदक द्वारा नियोजित श्रमिकों को मजदूरी का भुगतान अनिवार्य रूप से उनके बैंक खाते में ही किया जायेगा। सम्बन्धित संवेदक द्वारा नियोजित श्रमिकों के बैंक खातों में जमा कराई गई राशि का विवरण सम्बन्धित उपापन संस्था को आगामी माह के मासिक बिल के साथ अनिवार्य रूप से प्रस्तुत किया जायेगा। श्रमिकों के बैंक खातों में जमा कराई गई राशि के विवरण बाबत उपापन संस्था की संतुष्टि होने पर ही संवेदक को आगामी माह के बिल का भुगतान किया जायेगा।

(viii) श्रम विभाग द्वारा निर्धारित न्यूनतम मजदूरी दर के अनुसार श्रमिकों को मजदूरी के भुगतान करने का दायित्व सम्बन्धित संवेदक का होगा।

(ix) श्रमिकों को निर्धारित न्यूनतम मजदूरी का भुगतान सुनिश्चित करने के लिये संविदा अवधि के दौरान न्यूनतम मजदूरी दर में श्रम विभाग की अधिसूचना से समय-समय पर वृद्धि होने पर उपापन संस्था द्वारा संवेदक को बढ़ी हुई न्यूनतम मजदूरी की सीमा तक अन्तर राशि का भुगतान किया जा सकेगा।

(x) संवेदक को राज्य/केन्द्र सरकार की नवीनतम दरों के अनुसार अपने समस्त श्रमिकों का नियमानुसार ई.पी.एफ एवं ई.एस.आई जमा कराना होगा, जिसमें नियोजित श्रमिकों की मजदूरी राशि से कटौती और संवेदक का अंशदान शामिल होगा। संवेदक द्वारा अपने आगामी माह के बिल के साथ गत माह के पेटे श्रमिकों के ई.पी.एफ और ई.एस.आई के अंशदान की राशि नियमानुसार जमा कराये जाने की पुष्टि में सम्बन्धित चालान की प्रति प्रस्तुत किए जाने पर ही संवेदक को आगामी माह के बिल/बिलों का भुगतान किया जायेगा।

(xi) संवेदक द्वारा प्रत्येक कार्य स्थल पर Display Boards लगाये जायेंगे, जिन पर संवेदक का नाम, संविदा अवधि, कार्य की प्रगति, श्रमिकों हेतु Helpline नम्बर एवं संवेदक द्वारा न्यूनतम मजदूरी भुगतान नहीं करने की शिकायत करने सम्बन्धी प्रावधान का दिवरण स्पष्ट रूप से अंकित किया जाएगा।

(xii) राज्य में लागू श्रम नियमों के अन्तर्गत अपने समस्त श्रमिकों का नियमानुसार ई.पी.एफ एवं ई.एस.आई की राशि जमा कराने का दायित्व संवेदक का होगा।

(xiii) संवेदक द्वारा श्रमिकों को देय राशि पर वस्तु एवं सेवा कर (GST) की राशि अतिरिक्त रूप से देय होगी। सभी प्रकार के करों को जमा करवाने की जिम्मेदारी संवेदक की ही होगी। संवेदक द्वारा गत माह में जमा कराये गये वस्तु एवं सेवा कर (GST) के चालान की प्रति आगामी माह के बिल के साथ अनिवार्य रूप से संलग्न की जायेगी। वस्तु एवं सेवा कर (GST) की राशि जमा कराने के प्रमाण स्वरूप चालान की प्रति प्रस्तुत नहीं किये जाने पर आगामी माह के बिल में वस्तु एवं सेवा कर (GST) का भुगतान नहीं किया जायेगा। उक्त स्थिति में वस्तु एवं सेवा कर (GST) के सम्बन्ध में उत्पन्न होने वाले किसी भी प्रकार के दायित्वों के निर्वहन का उत्तरदायित्व संवेदक का होगा।

(xiv) श्रम विधि के अन्तर्गत निर्धारित नियमों, उपनियमों व अधिसूचनाओं तथा केन्द्र/राज्य सरकार द्वारा समय-समय पर जारी किये गये दिशा-निर्देशों की पालना करने का दायित्व संवेदक का ही होगा। श्रम विधि के अन्तर्गत निर्धारित नियमों, उपनियमों, अधिसूचनाओं, दिशा-निर्देशों आदि की पालना नहीं करने की स्थिति में उसके परिणामों/दायित्वों के लिये संवेदक स्वयं उत्तरदायी होगा।

(xv) यदि संवेदक एवं कार्य पर लगाये गये श्रमिकों के मध्य कोई विवाद उत्पन्न होता है तो उसकी प्रबन्धकीय जिम्मेदारी संवेदक की होगी। इसके लिये उपापन संस्था का सक्षम प्राधिकारी न्यूनतम मजदूरी अधिनियम, 1948 एवं राजस्थान अनुबन्धित श्रमिक (नियमन एवं उन्मूलन) अधिनियम, 1970 का उचित प्रकार से तथा निष्ठापूर्वक पालन करने के लिए उत्तरदायी होगा।

(xvi) नियोजित श्रमिकों को 240 दिवस पूर्ण कर लिये जाने पर औद्योगिक विवाद अधिनियम, 1974 में विहित प्रावधानों, के अनुसार श्रम नियोजित श्रमिकों को हटाने, कार्यमुक्त करने, नोटिस वेतन, छंटनी, मुआवजा आदि देने का समस्त उत्तरदायित्व संवेदक का होगा।

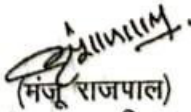
(xvii) कार्य सम्पादन अवधि के दौरान कार्य के संबंध/संदर्भ में किसी भी प्रकार की क्षतिपूर्ति या मुआवजा देने/ई.एस.आई करवाने/सामुहिक दुर्घटना बीमा कराने इत्यादि की जिम्मेदारी एवं दायित्व संवेदक का होगा, इसके लिये उपापन संस्था की कोई जिम्मेदारी नहीं होगी।

(xviii) यदि संवेदक द्वारा नियमानुसार निर्धारित न्यूनतम मजदूरी का भुगतान नहीं किए जाने की शिकायत उपापन संस्था को प्राप्त होती है तो उपापन संस्था इस संबंध में श्रम विभाग को अनिवार्य रूप से सूचित करेगी और, नियमानुसार आवश्यक होने की स्थिति में संवेदक को Debar कराने की कार्यवाही करेगी।

(xix) यदि किसी संस्था द्वारा कार्य की विशिष्ट प्रकृति के मददेनजर किसी निर्धारित प्रतिशत में कोई अतिरिक्त राशि मानव संसाधन हेतु स्वीकृत करा रखी हो, तो उक्त अतिरिक्त राशि को न्यूनतम मजदूरी में सम्मिलित नहीं करते हुए, इसे पृथक से भुगतान हेतु अंकित किया जायेगा। उदाहरण के लिए यदि किसी उपापन संस्था द्वारा अतिरिक्त राशि के रूप में न्यूनतम मजदूरी का 10 प्रतिशत की संक्षम स्वीकृति प्राप्त कर रखी है तो न्यूनतम मजदूरी के ऊपर 10 प्रतिशत का पृथक से भुगतान संवेदक को किया जायेगा। उक्तानुसार विशिष्ट कार्य करने वाले सम्बन्धित श्रमिक को 10 प्रतिशत (न्यूनतम मजदूरी का) अतिरिक्त भुगतान करने का दायित्व सम्बन्धित संवेदक का होगा।

(xix) उपापन संस्था द्वारा संवेदक को कार्य आदेश जारी करने के पश्चात् कार्यादेश की प्रति श्रम विभाग को सम्बन्धित जिला स्तरीय अधिकारी एवं श्रम विभाग मुख्यालय को अनिवार्य रूप से प्रेषित की जायेगी।

समस्त उपापन संस्थाओं को निर्देशित किया जाता है कि राजस्थान लोक उपापन में पारदर्शिता अधिनियम, 2012 एवं नियम, 2013 के अध्यक्षीन अन्य आवश्यक शर्तों के साथ-साथ उक्तानुसार शर्तों को बोली दस्तावेजों में अनिवार्य रूप से सम्मिलित करना सुनिश्चित करें ताकि श्रम विधि के अन्तर्गत निर्धारित नियमों, उपनियमों व अधिसूचनाओं तथा केन्द्र/राज्य सरकार द्वारा समय-समय पर जारी किये गये दिशा-निर्देशों की पालना की जा सके। उक्तानुसार शर्त संख्या (iii) से (xix) का समावेश सफल बोलीदाता/संवेदक से किए जाने वाले अनुबन्ध में अनिवार्य रूप से किया जाए। इसमें किसी भी प्रकार की उदासीनता को राज्य सरकार द्वारा अत्यन्त गंभीरता से लिया जायेगा।


(मिजू राजपाल)
शासन सचिव,
वित्त (बजट)

प्रतिलिपि सूचनार्थ एवं आवश्यक कार्रवाई हेतु:-

1. अति. मुख्य सचिव/प्रमुख शासन सचिव/शासन सचिव (समस्त)
2. विभागाध्यक्षगण (समस्त)
3. निदेशक, वित्त (बजट) विभाग
4. संयुक्त शासन सचिव, वित्त (नियम) विभाग
5. वित्तीय सलाहकार/मुख्य लेखाधिकारी (समस्त)
6. उपापन संस्थाएं (समस्त)
7. एसपीपीपी पोर्टल पर प्रकाशनार्थ
8. अति. निदेशक (कम्प्यूटर्स) वित्त विभाग, को वित्त विभाग की वेबसाइट पर प्रकाशनार्थ

संयुक्त शासन सचिव
वित्त (G&T) विभाग

WPS Office

FINANCIAL BID (PART IInd)

Name of the bidder

Supply of Manpower at RTDC Hotel Ghoomar, Jodhpur, Hotel Panihari, Pali, Motel Barr, Barr & IMFL Shop etc. for a period of one year

S. No.	Nature of Work	Estimated No. of Man power required for work.	Minimum wages per month per person	Additional wages to be paid. per month per person	Total wages per person per month	P.F. Contribution of Employer @13%	E.S.I. Contribution of Employer @3.25%	Service Charge of bidder per person per month	Charges of Machine	Total Amount Per Person Per Month (6 to 10)	Grand Total 11*3	Remarks
1	2	3	4	5	6	7	8	9	10	11		
1	Digital Marketing Astdt.	01	7774	5226	13000	1950	423		00			
2	Accountant cum Cashier	01	7774	5226	13000	1690	423		00			
3	Receptionist	08	6474	3926	10400	1352	338		00			
4	Computer Operator	01	7774	1326	9100	1183	296		00			
5	Chef & Cooks	03	7774	2626	10400	1352	338		00			
6	Gardner etc.	01	6474	2626	9100	1183	296		00			
7	Electrician, A.C Helpers etc.	01	6474	2626	9100	1183	296		00			
8	Carpenter, Painter, Plumber, Massoner, Helpers	01	6474	2626	9100	1183	296		00			
9	Security Guards cum Porter	03	6474	2626	9100	1183	296		00			
10	Steward, Captain, Waiters	13	6162	2418	8580	1115	279		00			
11	Helper, Masalchi	04	6162	2418	8580	1115	279		00			
12	Housekeeping Helper	07	6162	2418	8580	1115	279		00			

(Rupees only)

+ GST if applicable at the prevailing rates from time to time shall be extra on quoted rates.

Note:-Guidelines for filing up the financial bid are described in chapter instructions to bidder.

Authorized Signatory