



RAJASTHAN  
The Incredible State of India

## RAJASTHAN TOURISM DEVELOPMENT CORPORATION (A GOVT. OF RAJ. UNDERTAKING)

HOTEL KAJRI, SHATRI CIRCLE, UDAIPUR - 313001 +91 7412086084, 0294 2410501

NO. :- HKU/2024-25/141

Dated: 08/11/2024

### NOTICE INVITING E- BID

Bids are invited for the Empanelment of firms for providing Manpower on job basis for various works [For RTDC Hotel Kajri (Udaipur), Hotel Panna (Chittorgarh), Hotel Gokul(Nathdwara), Motel Ratanpur (Ratanpur), Hotel Shikhar (Mount Abu), Hotel Shilpi (Ranakpur), Light & Sound (Kumbhalgarh)] Interested bidders may submit their bids up to 2:00 PM Dated 28/11/2024 Other particulars of the bid may be visited on the procurement portal ([www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) and [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)) of the state : [www.rtdc.tourism.rajasthan.gov.in](http://www.rtdc.tourism.rajasthan.gov.in)

Name Of Work	Contract Value (Amount In Rs.)	Estimated value of 'the work' for first year (exclusive of GST and inclusive of all other taxes, duties, levies, etc.) (Amount in Rs.)	Bid Security (Amount in Rs.)	RISL Fees (Rs.)	Tender Document Fees (Rs.)	Start date of download ing bid documents	Last date of bid submission	Bid Opening Date
Procurement of Human Resource Services for the following RTDC units for the period of 02 years: 1. Hotel Kajri, Udaipur 2. Hotel Panna, Chittorgarh 3. Hotel Gokul, Nathdwara 4. Motel Ratanpur 5. Hotel Shikhar, MountAbu 6. Hotel Shilpi, Ranakpur 7. Light & Sound, Kumbhalgarh	317 lac	155 lac	6.34 lac	2,000/-	5,900/-	09-11-24 10:00 AM	28-11-24 2:00 PM	28-11-24 4:00 PM

  
General Manager  
Hotel Kajri

**[E-Bid Notice HKU/2024-25/ 141 dated 08-11-2024]**

**Request for Proposal (RFP) Document**  
*for*  
**Procurement of Human Resource Services  
for RTDC specified units for the period of 02  
years**

**Issued by:**  
**GENERAL MANAGER, RTDC HOTEL KAJRI, UDAIPUR**  
(Government of Rajasthan Undertaking)  
Shastri Circle, Udaipur- 313001 (Raj.)  
Website: <https://rtdc.tourism.rajasthan.gov.in>, Email: [kajri.rtdc@rajasthan.gov.in](mailto:kajri.rtdc@rajasthan.gov.in)

## INDEX

## Contents

Disclaimer .....	3
Introduction.....	4
Instructions to Bidders .....	7
General Terms & Conditions.....	10
Scope of Work .....	19
Schedules .....	47

## Disclaimer

The information contained in this Bid document (the “**BID**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of General Manager, RTDC Hotel Kajri, Udaipur (the “**Authority**”) 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.

This Bid is not an agreement and is neither an offer nor invitation by Authority to the prospective Bidders or any other person. The purpose of this Bid is to provide interested parties with information that may be useful to them in making their technical and financial offers (Bids) pursuant to this Bid. This Bid includes statements which reflect various assumptions and assessments arrived at by Authority in relation to the Consultancy work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Bid document may not be appropriate for all persons, and it is not possible for Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bid Document. The assumptions, assessments, statements and information contained in the Bid document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid document and obtain independent advice from appropriate sources.

Information provided in this Bid document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Authority, 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 Bid Stage.

Authority and its counterparts also accept 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.

Authority 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 Authority is bound to select a Bidder or to appoint the Selected Bidder or the Contractor, as the case may be, for the Consultancy work and Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and Authority 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.

## Introduction

### 1. Background

- 1.1 Rajasthan Tourism Development Corporation Limited (the “RTDC’ OR “Authority’), an undertaking of Government of Rajasthan, is the pioneer organisation in the State operating and managing hotels across Rajasthan. RTDC was set-up in year 1979 and it was instrumental in creation of much needed hospitality and tourism infrastructure in the State when tourism and hospitality industry was at nascent stage in Rajasthan.
- 1.2 General Manager, RTDC Hotel Kajri, Udaipur (the “Procuring Authority” or “Authority”) has decided for Procurement of Human Resource Services from the reputed and experienced Human Resource Service Providers (“Bidder”) for RTDC specified units across Rajasthan (“the Work”) for the period of 02 years in accordance with the provisions of the Bid document and the Contract Agreement to be signed between the Authority and the Selected Bidder. Brief of the Work is given below:

Name of Work	Contract value (Amount in Rs.)	Estimated value of “the work” for First Year (exclusive of GST and inclusive of all other taxes, duties, levies etc.) (Amount in Rs.)	Bid Security (Amount in Rs.)	RISL Processing Fee (Rs.)	Tender Document Fees (Amount in Rs.)
Procurement of Human Resource Services for the following RTDC units for the period of 02 years: 1. RTDC Hotel Kajri, Udaipur 2. RTDC Hotel Panna, Chhittorgarh 3. RTDC Hotel Gokul, Nathdwara 4. RTDC Motel Ratanpur 5. RTDC Hotel Shikhar, Mount Abu 6. RTDC Hotel Shilpi, Ranakpur 7. RTDC Light & Sound, Kumbhalgarh	317 lac	155 lac	6.34 lac	2,000/-	5,900/-

Note:- A Bidder shall quote the Bid Price (exclusive of GST and inclusive of all other applicable taxes, duties, levies etc.) in the financial bid.

- 1.3 Selected Bidder shall be required to perform “the work” as per the provisions of the Bid document.
- 1.4 As a part of this endeavor, Authority has decided to carry out the bidding process for selection of an entities (the “Bidder”) by whom “the Work” will be performed as per the terms of this Bid document.
- 1.5 Payments shall be released to the selected Bidder for “the Work” as per the payment stages defined in the Bid document.

- 1.6 The statements and explanations contained in this Bid document are intended to provide a better understanding to the Bidder about the subject matter of this Bid document and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the selected Bidder as set forth in this Bid document or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bid document are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.7 The Authority shall receive Bids pursuant to this Bid Document in accordance with the terms set forth in this Bid and other documents to be provided by the Authority pursuant to this Bid document, as modified, altered, amended and clarified from time to time by the Authority (collectively the "Bid document"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 3 of Introduction for submission of Bids (the "Bid Due Date").

## **2. Brief Description of Bidding Process**

- 2.1 Authority has adopted a single-stage, two-part (Technical Bid and Financial Bid), open competitive e-bidding process as per the provisions of Rajasthan Transparency in Public Procurement Act (RTPPA), 2012 and Rajasthan Transparency in Public Procurement Rules (RTPPR), 2013 through e-procurement system at [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) (the "Bidding Process") for selection of a Bidder for award of the work for providing Human Resource Services.
- 2.2 Bidders are invited to submit their Bids (Technical Bid and Financial Bid separately) (the "Bid") for the work in accordance with the provisions of the Bid document.
- 2.3 Bidders shall submit/upload their Technical Bid and Financial Bid in separate files at [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) as per the provisions of this Bid document.
- 2.4 Bidder shall be selected through Least Cost Selection (LCS) method. Detailed process of evaluation of Bids is given in Clause 10 of General Terms and Conditions of the Bid document.
- 2.5 Notwithstanding anything contained in this Bid document, the detailed terms specified in the Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
- 2.6 The provisions of RTPP Act, 2012 and RTPP Rules, 2013 thereto shall be applicable for this Bidding Process. Furthermore, in case of any inconsistency in any of the provisions of this Bid Document with the RTPP Act, 2012 and RTPP Rules, 2013 thereto, the later shall prevail.

**3. Schedule of Bidding Process:**

3.1 Authority shall endeavor to adhere to the following schedule for Bidding:

S. N.	Event Description	Date
1	Availability of Bid Document	Document can be downloaded from: www.eproc.rajasthan.gov.in, www.sppp.rajasthan.gov.in and www.rtdc.tourism.rajasthan.gov.in
2	Start Date of Downloading Bid document	From: 09-11-2024
3	End Date of Downloading Bid document	Upto: 28 -11-2024, 01:00 PM
4	Mode of Submission of Bid	Online at e-Proc website (www.eproc.rajasthan.gov.in)
5	Start Date of Online Submission of Bid	From: 09-11-2024, 06:00 PM
6	Last Date of Online Submission of Bid (Bid Due Date)	Upto: 28 -11-2024, 02:00 PM
7	Submission of Original Demand Draft for RISL Processing Fee, Tender Fee & Bid Security	Upto: 28-11-2024, 02:00 PM Venue: General Manager, RTDC Hotel Kajri, Shastri Circle, Udaipur- 313001 (Raj.)
8	Date, Time and Venue of Technical Bid Opening	On: 28 -11-2024, 04:00 PM Venue: General Manager, RTDC Hotel Kajri, Shastri Circle, Udaipur- 313001 (Raj.)
9	Date, Time and Venue of Financial Bid Opening	Shall be intimated to the Technically Qualified Bidders at appropriate time
10	Issue of Letter of Award (LOA) / Work Order to Selected Bidder	Shall be intimated to the selected Bidder at appropriate time
11	Submission of Performance security to RTDC by the Selected Bidder	Within 7 days of issuance of LOA/ Work Order
12	Signing of Contract Agreement	Within 15 days of issuance of LOA/ Work Order
13	Officer Inviting Bids	General Manager, RTDC Hotel Kajri, Udaipur
14	Contact Details	0294-2410501
15	Performance Security	5% of the estimated Contract Value as mentioned in Letter of Award (LOA)/ Work Order for the contract period

The above schedule is tentative. Authority reserves the right to modify the Schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

## Instructions to Bidders

### General

- 1.1. Scope of Bid
- 1.2. Authority wishes to receive Bids for selection of a Bidder to whom the work of providing Human Resources Services may be awarded as per the provisions of the Bid document.
- 1.3. Minimum Eligibility Criteria

S. N.	Particulars	Documents Required
a)	Eligible Entities	
(i)	<p>Bidder must be a legally recognized business entity incorporated/ Registered in India and should be:</p> <ol style="list-style-type: none"> <li>a. A proprietorship firm, or</li> <li>b. A partnership registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, or</li> <li>c. A company incorporated under the Companies Act, 1956/2013.</li> </ol> <p>Consortium bidding is not allowed.; and</p>	<ul style="list-style-type: none"> <li>• Certified copy of Registration under Rajasthan Shops and Commercial Establishments Act, 1958 of the entity / Partnership deed / Certificate of incorporation etc. (as applicable) to legal status</li> <li>• Certified copy of Articles of Association &amp; Memorandum of Association (if applicable)</li> <li>• Copy of Valid identity proof i.e. Aadhar Card/ Driving License/ Passport etc. in case the Bidder is a proprietorship firm.</li> <li>• Certified copy of Income tax Registration (PAN) copy.</li> <li>• Certified copy of GST Registration Copy, as applicable</li> </ul> <p>as per <b>Annexure-2</b></p>
(ii)	<p>Bidder must have registered under The Employees Provident Funds and Miscellaneous Provision's Act (EPF) Act, 1952, Employees' State Insurance Act (ESI) Act, 1948 and Contract Labour (Regulation and Abolition) Act, 1970 (as amended) in the state of Rajasthan; and</p>	<ul style="list-style-type: none"> <li>• Certified Copy of certificate of registration/ empanelment with PF, ESI and Labour department</li> </ul>
(iii)	<p>Bidder should neither be a blacklisted entity nor should its contracts have been terminated / foreclosed by any company / Government department / Public Sector Organisation within a period of 5 years preceding to the Bid Due Date, due to non-fulfilment of Contractual obligations; and</p>	<ul style="list-style-type: none"> <li>• Declaration to be provide given in the format specified in Bid Forms (<b>Annexure-4</b>) duly authenticated</li> </ul>



S. N.	Particulars	Documents Required
<b>b)</b>	<b>Financial Eligibility</b>	
(i)	Bidder must have minimum annual turnover of Rs. 100.00 lac per year in any three financial years out of last 5 consecutive financial years ending on March 31, 2024 (i.e. 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24) from similar job/ activities for supply/ providing of the human resources.	<ul style="list-style-type: none"> <li>• Certificate specifying annual turnover in last 5 financial years ending March 31, 2024 in the format specified in <b>Bid Forms (Annexure-7)</b> duly certified by practising Chartered Accountant along with Unique Document Identification Number (UDIN) on it as per applicable rules.</li> </ul>
(ii)	Bidder must have current general solvency of at least Rs.15.00 lac at the time of submission of Bid.	<ul style="list-style-type: none"> <li>• Solvency Certificate addressed to General Manager, RTDC Hotel Kajri, Shastri Circle, Udaipur for value of Rs.15.00 lac or more duly issued by Nationalised Bank.</li> </ul>
<b>c)</b>	<b>Technical Eligibility</b>	
(i)	Bidder must have minimum experience of 3 years in the business of providing human resource services to hospitality sector e.g. hotels, resorts, restaurants etc.	<ul style="list-style-type: none"> <li>• Certified Copy of certificate/ empanelment with trade associations etc. showing the year of registration</li> </ul>
(ii)	<p>Bidder must provide at least 3 references, which are not older than 2 years, from their clients to prove experience of having successfully completed contract related to human resource services during the last 2 years from bid due date.</p> <p>Preference will be given to the bidders having experience in providing human resource services to large establishments such as 3 / 4 / 5 star Hotels, Corporate Building, Business Houses, Hospitality Institutions involving minimum working human resources of 100 numbers.</p>	<ul style="list-style-type: none"> <li>• Details of eligible completed works in the format specified in <b>Bid Forms (Annexure-8)</b> along with supporting documents/ evidence including work order/ completion certificate from the client. Additionally, ongoing assignments which are allotted for financial year ended prior to 01.04.2024 are only eligible for consideration.</li> </ul>
(iii)	Bidder must have Head office/ Branch office situated in Rajasthan for continuous period of last 3 years as on 31.12.2024. (Successful bidder must have their branch office in Udaipur, Rajasthan after LOA)	<ul style="list-style-type: none"> <li>• Certified Copy of status/certificate showing the office of Head office/ Branch Office of the entity</li> </ul>

**Other requirements:**

1. Experienced persons having good character and identity card should be provided in the

- specified Units of RTDC in Rajasthan.
2. Bidder should not be a defaulter for depositing of GSTIN/ EPF/ESI/Income Tax with concerned authorities.
  3. List of workers registered with the bidder for various works should be attached.
  4. Name of the hotels/firms/offices etc. where the organization is presently engaged for providing services of workers along with details of contract.

## **General Terms & Conditions**

1. Bidder shall be required to submit its Bid containing all details as required in Bid document.
2. A Bidder shall, in the last 5 years, have neither failed to perform any contract, as evidenced by imposition of a penalty by judicial authority or a judicial pronouncement or order by any procuring entity against the Bidder, nor been expelled from any work or contract nor have had any contract terminated for breach by such bidder.
3. A Bidder shall not have a conflict of Interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.
4. Authority reserves the right to contact the Bidder, their bankers, their consultants, their clients and other such sources for verifying the information, references and data submitted by the Bidder in the Bid including the supporting documents/ evidences/ certificates submitted by the Bidder(s) as required in the Bid, without further reference to the Bidder(s).
5. Failure by the Bidder to provide all requisite information in the Bid or additional information required by the Authority shall be at the Bidders' sole risk and cost and may impact evaluation of the Technical Bid and/or Financial Bid besides leading to rejection of Bid as being non-responsive.
6. The Authority shall be fully entitled to disqualify any Bidder from Bidding Process for any reasons whatsoever including but not limited to the following:
  - a) failure to submit the requisite information and additional documents, based on which bidder has claimed Financial Eligibility/Technical Eligibility, within the required timeframe sought by the Authority for evaluation of the Bid;
  - b) willful misrepresentation in any document submitted by the Bidder;
  - c) if a Bidder submits more than one Bid;
  - d) the information submitted, concerning the qualifications of the Bidder, was false or constituted a misrepresentation or was materially inaccurate or incomplete;
  - e) If a Bidder submits a non-responsive or qualified or conditional Bid;
  - f) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this Bid document;
  - g) If a Bidder withdraws its Bid during the period of Bid validity as specified in this Bid document and as extended by the Bidder from time to time;
  - h) Any other conditions for which forfeiture of Bid Security has been provided under this Bid document.
7. In the event Authority disqualifies any Bidder under Clause 6 hereinabove, the Authority may forfeit the Bid Security of such disqualified Bidder.
8. Any attempts or efforts by a Bidder to influence the processing or evaluation of Bids or decision-making process of the Authority or any officer, agent or advisor thereof, may result in the rejection of such Bidder's Bid. In the event of rejection of Bid in pursuance of this provision, the Bid Security of the concerned Bidder shall be forfeited by the Authority at its sole discretion and the Bidder shall not be entitled to lodge any claims in this regard.

**9. Submission of Proposal:**

- 9.1. The Applicants shall submit the Proposal through the e-tendering portal (<http://eproc.rajasthan.gov.in> and <http://sppp.rajasthan.gov.in>) by uploading all the documents as per the requirements mentioned in the document. Bidder not registered on the website mentioned above are required to get registered beforehand. If needed, they can be imparted training on online bidding process as per details available on the website.
- 9.2. The bidder must have valid Class-III digital signature to submit the bid. Such digital signature must be issued in the name of bidder or its authorized signatory.
- 9.3. All the 'Technical Proposal' and the 'Financial Proposal' will be submitted online.
- 9.4. Applicants shall upload all documents in the form of PDF format. All pages shall be numbered serially and an index of submissions shall be provided. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms.
- 9.5. Failure in uploading of document as per 9.4 above, shall be liable for rejection of the bid.
- 9.6. The complete Proposal must be uploaded on e-tender portal on or before the specified time. Proposals submitted by hard copy, fax, telex, telegram or e-mail shall be rejected.
- 9.7. The Proposal shall be made in the Forms specified in bid. Any attachment to such forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.
- 9.8. The financial proposal should not be included with the technical proposal. The financial proposal should be uploaded separately in prescribed BOQ in excel format.

**10. CRITERIA FOR EVALUATION**

**10.1 Method of Evaluation of Bids**

- 10.1.1 Bidder shall be selected through competitive bidding process adopting Least Cost Selection (LCS) method. The process of evaluation of Bids is given subsequently.

**10.2 Technical Bids**

- 10.2.1 In first part, the Authority shall carry out a detailed evaluation of the Technical Bid in order to determine whether the Technical Bid is in accordance with the requirements set forth in the Bid. The "Financial Proposal" shall be kept unopened for opening at a later date.
- 10.2.2 Bidders who meet the Minimum Eligibility Criteria set forth in Clause 2 of Instructions to Bidders shall be termed as "Eligible Bidders".
- 10.2.3 Bidders who do not meet the Minimum Eligibility Criteria set forth in Clause 2 of Instructions to Bidders shall be termed as "Ineligible Bidders".
- 10.2.4 The Authority shall upload the result of Technical Bid Evaluation on [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) or [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in).
- 10.2.5 The Authority shall also notify about the date, time and venue of opening of Financial Bids in second part only to the Eligible Bidders.

**10.3 Financial Bids**

- 10.3.1 In second part, the Authority shall examine and compare the Financial Bids submitted by the Technically Qualified Bidders, taking into account the following factors:
  - a) Overall, completeness and compliance as per the instructions given in this Bid Document.

- b) The Financial Bid that does not meet minimum acceptable standards of completeness, consistency and detail as required by Bid document shall be rejected for non-responsiveness.
  - c) Conditional Bids are liable to be rejected.
- 10.3.2 In the second part (Financial Bid), Bidder shall quote an amount (in rupees) for providing the Human Resource Services for first year of Contract ("Bid Price") only. The rates for the second year will be 5% above the first year's rates. In case the further extension of one year is granted by the RTDC, then the fees for the extended financial year will be increased by 5% over the fees for immediate previous year.
- 10.3.3 Bid Price quoted by the Bidder(s) shall be exclusive of GST and inclusive of all applicable taxes, duties, cess, surcharges, levies, etc. GST, as applicable, shall be payable extra as per the prevailing rates.
- 10.3.4 The bid with Nil consideration or with unreasonable consideration is liable to be rejected.
- 10.3.5 Bid Price quoted by the Bidder shall be inclusive for all Works required to be executed as per the scope given in Bid document and its obligations as per terms of the Contract Agreement.
- 10.3.6 No adjustment for changes in costs escalation (price variation) shall be admissible in the Bid Price in any case during subsistence of the Contract Agreement except permitted as per the provisions of bid document.
- 10.3.7 Price quoted by Bidder in its Financial Bid shall be admissible and considered for evaluation upto to two digits only after decimal.
- 10.3.8 After opening, Financial Bids shall be ranked on the basis of price quoted by Bidders in their Financial Bid. Bidder quoting the lowest Fees for maximum number of categories for first year shall be ranked as Lowest Bidder (L1) for the year and other Bidders in ascending order (e.g. L2, L3, L4, etc. on the basis of lowest to highest price).
- 10.3.9 Bidder quoting the lowest rates in maximum category (L1 Bidder) may be called for negotiation. After agreement on rate in negotiation, the L1 bidder shall be selected and adjudged as the successful Bidder for the scope of work covered under the bid.
- 10.3.10 In the event that financial bids of two or more bidders are same (equal Rates) but lower than the others, RTDC shall ask for negotiation through close sealed bidding process on the spot from such bidders who have quoted same amount (equal rates). If, during the sealed bidding process, the bidders still quote the same price, the bidder with the highest turnover for the year ending on 31.03.2024 shall be ranked as the Lowest Bidder.
- 10.3.11 BID SECURITY of an Applicant shall be forfeited, if the Applicant withdraws his proposal or makes changes in his quoted price during the period of proposal validity or its agreed extended period, if any.
- 10.3.12 RTDC reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by RTDC, in respect of such Proposals.
- 10.4 Issuance of LOA and Signing of Agreement**
- 10.4.1 After selection, a Letter of Award (the "LOA")/ Work Order shall be issued by the Authority to the lowest Bidders/ Selected Bidders.
- 10.4.2 After issuance of the LOA/ Work Order as aforesaid to the Lowest Bidders/Selected Bidders, it shall cause the Selected Bidder to submit the Performance Security as specified in Clause 11 of General Terms and Conditions within 7 days of issuance of LOA/ Work Order and shall be required to

execute Contract Agreement on non-judicial stamp paper of requisite value within 15 days of issuance of LOA/ Work Order. Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract Agreement.

- 10.4.3 The Payment of charges towards human resource services provided to RTDC by the Selected Bidder shall be subject to Tax Deduction at Source (TDS) and any other deduction as per order of Central/State Govt.
- 10.4.4 In case, the Contract Agreement is not executed within 15 days, for reasons attributable to the Lowest Bidders/ Selected Bidders, the Authority reserves the right to cancel the LOA/ Work Order and appropriate/ forfeit the Bid Security/ Performance Security, as the case may be.

## **11. Performance Security**

- 11.1 For securing the due and punctual performance of its obligations under the Contract Agreement, the Selected Bidder shall, within 7 days of issue of LOA/ Work Order by the Authority to the Successful Bidder, submit Security amounting to 5% of Contract value mentioned in LOA/ Work Order for the contract period.
- 11.2 Performance Security shall be deposited in the form of Banker's Cheque or Demand Draft or Fixed Deposit Receipts of a Scheduled Commercial Bank or Bank Guarantee of a Scheduled Commercial Bank incorporated in India in the form set forth in Schedule-I, in favour of "General Manager, RTDC Hotel Kajri," drawn at a branch of any Scheduled Commercial Bank located at Udaipur.
- 11.3 Performance Security shall remain valid upto 60 days beyond the expiry of contract Period (including extended period, if any).
- 11.4 No interest shall be payable on Performance Security. RTDC shall release/refund the Performance Security to Selected Bidder upon expiry of contract period and successful completion of work as per agreement subject to deduction of any amount payable by Selected Bidder to RTDC.
- 11.5 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.

## **12. Bidding Fee and Bid Security:**

- 12.1 The downloaded bid document shall be considered valid for participation in the electronic bidding process (e-tendering) subject to the submission of prescribed Tender Fee and Bid Security Money/Bid Earnest Money Deposit.
- 12.2 In terms of this Bid document, a Bidder shall be required to submit the following for RISL Processing Fee, Tender Fee and Bid Security along with submission of its online Bid at [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in):

Description Fee	Amount	Mode of Payment and Payable to
RISL Processing Fee	<b>Rs. 2,000/-</b>	Demand Draft (DD)/ Banker's Cheque in favour of "Managing Director, RISL" payable at Jaipur.
Tender Fee	<b>Rs. 5,900/- (Incl. GST)</b>	Demand Draft (DD)/ Banker's Cheque in favour of "General Manager, RTDC Hotel Kajri" payable at Udaipur.

Description Fee	Amount	Mode of Payment and Payable to
Bid Security	<b>Rs. 6.34 lac</b>	Demand Draft (DD)/ Banker's Cheque in favour of "General Manager, RTDC Hotel Kajri" payable at Udaipur.

- 12.3 Scanned copy of the Demand Drafts (DDs) for above payments/fee shall be uploaded on [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) along with the submission of Technical Bid. Original Demand Drafts shall be submitted physically to the Authority on date, time and venue as given in the Notice Inviting Bid.
- 12.4 The Bid shall be summarily rejected if it is not accompanied by the RISL Processing Fee, Tender Fee and Bid Security.
- 12.5 Bid Security of ineligible Bidder(s) shall be returned by the Authority without any interest as promptly as possible after signing of Contract Agreement with the selected Bidder or when the Bidding process is cancelled by the Authority.
- 12.6 The Bid Security of the Selected Bidder shall be released without any interest on receipt of Performance Security from it, in accordance with the provisions of the LOA/ Work Order/ Draft Contract Agreement. Alternatively, Selected Bidder may submit written consent for adjustment of aforesaid Bid Security amount in lieu of Performance Security and deposit the shortfall in the amount of Performance Security, if any, with the RTDC on or before the due date as per terms of bid document. The Bid Security shall be denominated in Indian Rupees only.
- 12.7 The Bid Security shall be forfeited by the Authority, at its sole discretion in the following cases:
- if the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
  - the Bidder withdraws/modifies/substitutes its Bid during Bid Validity Period, including any extension thereof;
  - in case of a Selected Bidder, if it fails to sign the Contract Agreement or fails to furnish the required Performance Security to the Authority within the time specified herein and in the Letter of Award (LOA)/ Work Order;
  - in case the Bid of the Bidder is determined as being non-responsive due to its being Conditional or for any other reason, in the opinion of Authority;
  - if the Bidder refuses to accept the correction of errors in its Bid;
  - if the successful Bidder does not commence work within the timeline as per the work order;
  - If the Bidder breaches any provision of code of integrity prescribed for Bidders specified in the Act and Chapter VI of RTPP Act/Rules.
  - any other conditions, with respect to the Bidder as well as the Selected Bidder, for which forfeiture of Bid Security has been provided under this Bid.
- 12.8 The Authority shall return the Bid Security after the earliest of the following events, namely:
- the expiry of Bid Validity Period; or
  - the execution of Contract Agreement with the selected Bidder; or
  - the cancellation/termination of Bidding Process for any reason whatsoever.
- 13. Validity of the Proposal:** The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date (the "POD").



14. In the event of failure on the part of the Service Provider to provide the human resources in accordance with the conditions entered herein, the RTDC shall have the right to make alternative arrangements at the cost and risk of the Service Provider. The Service Provider shall reimburse the extra cost to RTDC and in case of his failure to do so that RTDC shall have the right to recover the amount from the performance security deposit/ credit balance of the Service Provider for any dues owed towards the RTDC by the Service.
15. 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.
16. In case of breach of any of the conditions stipulated herein or of the terms and conditions of the bid. The RTDC shall be at liberty to terminate the contract without prejudice to the right of the corporation to claim damages on account of breaches thereof in the manner as mentioned in the bid document.

**17. Grievance Handling During Bidding Process**

- 17.1 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	Secretary (Finance Budget), Finance Department, Government of Rajasthan	Government Secretariat, Jaipur-302004. Tel no. 91-141-2227934

**18. RECOVERIES**

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

**19. SUBLETTING AND OTHERS**

The supply under the Bid awarded should be executed by the successful bidder only. The subletting of supplies from any other organisation is not permitted.

All the terms & conditions notified vide circular no. .2 (1) Finance /SPFC/2017 dated 30.04.2018 by the Finance (G&T) Department as per Schedule-IV will be applicable and will be part of the general terms & conditions of the bid. The condition number (IX) of above circular will be applicable only if the agreed wages rates are less than the rates notified by Labour Department.



## **20. 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.

## **21. FORCE MAJEURE:**

- 21.1 For purposes of this Contract Agreement to be signed in pursuance of this Bidding process, “**Force Majeure**” shall mean any cause or event preventing performance of an obligation under this Bid or Contract Agreement under this Bid, which is beyond the reasonable control of either party (RTDC or Selected Bidder) hereto, and which by the exercise of due diligence, could not have been avoided or overcome, including fire, flood, sabotage, shipwreck, embargo, explosion, terrorist attack, labour trouble, accident, riot, acts of governmental authority (including acts based on laws or regulations now in existence as well as those enacted in the future), acts of God, spread of pandemic disease, imposition of lockdown by Central/ State governments/ District authorities.
- 21.2 Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by Force Majeure events mentioned above.
- 21.3 In the event of the Force-Majeure condition(s) continuing beyond a period of 3 months, either party shall have the option to cancel the Contract Agreement for the reason of any or all of the Force-Majeure condition(s) mentioned as above. Further, the Authority/RTDC shall not be liable to pay to the Selected Bidder, any compensation towards financial implications arising due to Force Majeure events.
- 21.4 As soon as practicable and in any case within 15 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the affected party shall notify other Parties of the same, setting out the details of such Force Majeure event.
- 21.5 Upon the occurrence of any Force Majeure event, the following shall apply:
- a) The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of such Force Majeure event.
  - b) RTDC shall not be liable to pay Fees to Selected Bidder for the period for which the Force Majeure events persist.
- 21.6 Upon the cessation of any Force Majeure Event, the Parties shall immediately resume their respective obligations and such resumption shall be given effect through a written notice of information sent to other party.
- 21.7 It is expressly agreed that Selected Bidder's ability to do business or provide services to a third party at a more advantageous price or Selected Bidder's economic hardship shall not constitute a force majeure event.
- 21.8 In case of force majeure/unforeseen situation, relaxations to the Selected Bidder, if any, shall be provided as per State / central Government orders.

## **22. INDEMNIFICATION:-**

- 22.1 Selected Bidder shall indemnify RTDC from/ against any claims made or damages suffered by RTDC by reason of any default on the part of the Selected Bidder in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement.
- 22.2 Selected Bidder hereby undertakes to indemnify and hold RTDC harmless against all costs, damages, liabilities, expenses arising out of any third-party claims relating to negligence/ error/ omission in performance of the work/services of inferior quality not conforming to prescribed guidelines and standards.

- 22.3 Selected 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 service provider 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.
- 22.4 Selected Bidder shall ensure safety & security of their assets/ personnel working on these services at its own cost. RTDC shall not be responsible for any accident/ theft, etc., involving any personnel/ assets of the Selected Bidder while on work. Selected Bidder itself would be responsible for such accident/ incident and also for any kind of compensation to any worker / employee for such accident/ incident. Insurance of all assets, its personnel etc. shall be the responsibility of the Selected Bidder.
- 22.5 Selected Bidder shall obtain and maintain at its own cost, throughout the working Period, a comprehensive general liability insurance covering injury to or death of any person(s) occurring at site, including death or injury caused by the sole negligence of the Selected Bidder / its employees/ human resources provided at RTDC or Selected Bidder's failure to perform its obligations under the agreement.
- 22.6 Selected Bidder shall ensure that such general liability insurance is in effect throughout the working period. In the event of the default on this part (i.e. not taking general liability insurance cover), the Selected agrees to indemnify and hold RTDC harmless against all liabilities, losses, damages, claims, expenses which may be suffered by RTDC as a result of such default by the Selected Bidder.

### **23. CONFIDENTIALITY**

The bidder shall keep all information related to RTDC, Udaipur 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, Udaipur, he will be liable to strict legal action as per law besides is bid being terminated and any other action as per RTTP Act and Rules.

### **24. DISPUTE RESOLUTION**

- 24.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Contract 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.
- 24.2 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.

### **25. 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 Udaipur only.

N.B:- BIDDER SHOULD READ THESE TERMS & CONDITIONS CAREFULLY AND COMPLY THEM STRICTILY WHILE SUBMITTING THEIR BIDS. IF A BIDDER HAS ANY DOUBT REGARDING THE TERMS & CONDITIONS AND SCOPE OF WORK MENTIONED IN THE BID NOTICE, THEY SHOULD REFER THESE TO THE GENERAL MANAGER, RTDC HOTEL KAJRI, UDAIPUR BEFORE PRE-BID MEETING AND OBTAIN CLARIFICATIONS. THE DECISION OF THE MANAGING DIRECTOR, RTDC LIMITED, JAIPUR SHALL BE FINAL AND BINDING ON THE BIDDER.

## **Scope of Work**

**GENERAL SCOPE OF WORKS:** RTDC, is looking for Human Resource Supply Agencies to provide Human Resources Services (e.g. House Keeping Services, Waiters, Front office and office executives etc.) at Hotels/Restaurants of RTDC and specified units in Rajasthan as mentioned below:

1. RTDC Hotel Kajri, Udaipur
2. RTDC Hotel Panna, Chhittorgarh
3. RTDC Hotel Gokul, Nathdwara
4. RTDC Motel Ratanpur
5. RTDC Hotel Shikhar, Mount Abu
6. RTDC Hotel Shilpi, Ranakpur
7. RTDC Light & Sound, Kumbhalgarh

The services would be required for a period of 02 years as per the details given below.

Detailed Scope of Work:

### **A. Description of work (Sample)**

1. Housekeeping work in Hotel, Back Area, Front Area, Staff Quarter, Gents/Ladies Toilets, Lobby, Reception, Pantries, Executive Office, Offices, Restaurants, Dish Washing, Dining Hall, Main Kitchen etc. and retrieval of all the Hotel Cooking and Service Utensils and Equipment's from the Food Production and Service Area for round the clock in the year by employing sufficient suitable workers as required.
2. Stewarding and maintenance of Hotel Cooking and Service equipment's and areas" for round the clock in the year by employing sufficient suitable workers as required.
3. Upkeep & Maintenance of F&B Services, VVIP Service, Rooms and outer Area, Linen/upholstery for round the clock in the year by employing sufficient suitable workers as required.
4. Front office management services including the services of Receptionist etc. by employing sufficiently suitable workers as required.
5. Accounts, Record keeping and Data management services including the services of Accountant and Cashier etc. by employing sufficiently suitable workers as required.
6. Attending the misc. civil works (i.e. maintenance) such as masonry, plumbing, sanitary, etc. Or any other work as directed by the Hotel or his authorized representative for round the clock in the year by employing sufficient suitable workers as required.
7. Other types of Human Resource services as per requirement from time to time. The Technical staff may be deployed at Units of RTDC for this purpose.

### **B. Human Resources:**

The Service Provider shall provide the Human Resource services round the clock in shifts as per RTDC's requirement. The Service Provider should ensure to maintain the adequate numbers of human resources as committed and also arrange a pool of standby staff of equal status. In case any staff of the Service Provider is absent front the duty, a reliever of equal as shall be provided by the Service Provider from an existing pool of staff. The leave arrangement as and when require shall have to be made by the service provider only and there shall not be any additional liability on RTDC, in this regard.

For coordination and supervision of all activities, the Service Provider will be required to have competent supervisor for supervision of the works and who will be responsible for the conduct of worker and who will have the authority to receive and act on such instructions issued by RTDC. The supervisors must be experienced and qualified persons, who will be overall responsible for smooth functioning of all facilities. They will also be responsible for the discipline of entire staff of the Service

Provider for all the activities. The supervisor of the Service Provider shall maintain separate attendance register, duty roster for the human resources engaged by the service provider on a daily basis.

The Service Provider shall ensure that all persons employed by him shall have good conduct, character, efficient, and conversant with the nature of work. They should be in proper uniform (2 pant, 2 shirts, 2 pair of shoes and 1 Sweater, per year on bidders expenses) and identity cards whenever they are in the complex. Antecedents of each worker and supervisor of the Service Provider, 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. Any person having adverse antecedents shall not be permitted to work or visit the unit/premises during contract period. The Service Provider 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 check conducted by the Service Provider.

The human resources deployed for the job will remain available at the time of their duty as per roster and would report to the supervisor posted by the Service Provider. The supervisor will ensure that tender specified human resources is available at the place of duty at all times. If RTDC, finds that the bidders' committed human resource 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 Service Provider'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 human resources deployed by the Service Provider and may interview the staff of the Service Provider before their deployment to ensure effective operation of the assigned job.

### **C. Human Resource Required**

To carry out the aforesaid services in shifts efficiently and effectively the successful bidder(s) need to have a pool of trained human resources as per the details furnished below:

Sl. No.	Designation	Hotel Kajri, Udaipur	Hotel Panna, Chhitorgarh	Hotel Gokul, Nathdwara	Motel Ratanpur	Hotel Shikhar, Mount Abu	Hotel Shilpi, Ranakpur	Light & Sound, Kumbhalgarh	Total
1	Plumber	1	-	-	-	1	-	-	2
2	Kitchen Helper	-	1	1	1	2	1	-	6
3	Receptionist (House Assistant)	4	1	-	1	2	-	-	8
4	Room Attendant/ Waiter	11	7	2	1	8	1	-	30
5	Electrician / Refrigeration supervisor	1	1	-	-	1	-	-	3
6	Security Guard, Peon	1	1	3	-	1	1	1	8
7	House Keeping Helper	4	2	1	1	2	1	1	12
8	Chef, Cooks	-	1	1	-	2	-	-	4
9	Gardner	1	1	-	-	1	-	-	3
10	Computer Operator	1	1	-	-	1	-	1	4
	<b>Total</b>	<b>24</b>	<b>16</b>	<b>8</b>	<b>4</b>	<b>21</b>	<b>4</b>	<b>3</b>	<b>80</b>

**NOTE:**

The above mentioned requirement is indicative and may vary as per the actual requirement of the RTDC HO and specified units. The service provider will be given the order as and when requirement basis for the units decided by RTDC. The wages quoted for the staff in the Financial Bid (BoQ) will be considered for first 12 months and thereafter, it will be enhanced by 5% on yearly basis for next period.

**D. Uniform:**

The Human Resources deployed by the bidder should be in proper uniform and have the identity cards whenever they are in the Units/Head office of RTDC. Details of uniform shall be provided by the Unit Incharge.

**E. Desired Educational Qualifications and Experience for the required trained Human Resources are as given below:**

S. N.	Category/Designation	Educational Qualification	Experience
1.	Plumber	I.T.I. and having experience of 02 year for doing such work.	02 years
2.	Kitchen Helper	5 <sup>th</sup> pass and Having experience of 02 year to help cook for preparing of Veg. and Non-Veg. dishes in reputed Hotel	02 years
3.	Receptionist (House Assistant)	Graduate and Hindi and English spoken and having experience of 02 year for doing such Job in reputed Hotel	02 years
4.	Room Attendant/Waiter	10 <sup>th</sup> Pass and having experience of 02 year in housekeeping/ food and beverage department in reputed Hotel	02 years
5.	Electrician / Refrigeration supervisor	I.T.I. (elect.) and having experience of 02 year for doing such work.	02 years
6.	Security Guard, Peon	5 <sup>th</sup> pass and having experience 02 year for doing such work.	02 years
7.	House Keeping Helper	5 <sup>th</sup> pass and having experience 02 year for doing such work.	02 years
8.	Chef, Cook	Degree / Diploma in Hotel Management and having experience of 03 year for preparing of Veg. and Non-Veg. dishes in reputed Hotel	03 years
9.	Gardner etc.	5 <sup>th</sup> pass and having experience 02 year for doing such work.	02 years
10.	Computer Operator	12 <sup>th</sup> Pass with full knowledge of Hindi and English typing and RSCIT Diploma, Full knowledge of M.S. Office, MS Excel, E-mail & Internet related work. At least 02 year of computer operation experience.	02 years

**F. Other Details:**

- Subject to the provisions in the bidding document and contract, the Services to be supplied shall be as specified in the bidding document.

2. The Selected Service Provider should deploy persons with requisite skills and experience required for the job as specified under the Contract. The RTDC will have the right to ask for replacement of any person/persons who do not display adequate expertise and experience in the required field or any other reasons for the intended job. The replacement has to be to the satisfaction of the RTDC.
3. The Selected Service Provider shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.
4. Under no circumstances, the Selected Service Provider can replace any staff on their own.
5. The Selected Service Provider should ensure a thorough background check of each candidate before deployment in RTDC specified units.

**G. Period:**

- a) The period of the work shall be 02 years starting from the date of signing of Contract Agreement in accordance with terms and conditions set forth in this Bid document. Upon expiry of the Contract Agreement Period of 02 years, the agreement period may be extended for further period on same terms & conditions as per the provisions of Rajasthan Transparency in Public Procurement Act (RTPPA), 2012 and Rajasthan Transparency in Public Procurement Rules (RTPPR), 2013.
- b) Service Provider, at least 120 days before expiry of original Agreement Period (i. e. 02 Years), shall submit request for extension of Contract Period on the same terms & conditions. In case Service Provider is not interested in extension of Contract Period, then also Service Provider shall convey its intention for not extending the Contract Period so that RTDC can initiate fresh process of hiring of human resources.

**H. Payment Terms of the Contract**

- a) The Selected Bidder shall perform all the work covered under the scope of work mentioned in the Bid document and Contract Agreement and shall submit the Tax Invoice along with copy of attendance register to the office of RTDC as per the procedure duly verified by the Incharge of each RTDC unit.
- b) The bill of successful service provider shall be checked and verified by designated officer of the respective Units of RTDC.
- c) After verification of bills and attendance report, the bill of the successful service provider will be processed for the payment. However, on receipt of any complaint from the tourist, the subject bill will not be paid till the adequate disposal of complaint.
- d) The payment to the Selected service provider shall be paid within 30 days after approval by the unit in-charge. In case, where any amount has been deducted by the tourists due to deficiency of service by the staff of service provider, the same shall be deducted entirely from the payment to be release to the Selected service provider.
- e) Payment of tour charges by RTDC to the Selected Service Provider shall subject to Tax Deduction at Source (TDS) under Income tax and GST TDS, Labour Cess or any other deduction as per norms/ order of Central/State Govt and the respective certificate will be issued by the RTDC as per prevailing rules.
- f) No advance amount will be paid to Selected service provider by RTDC for providing the Human Resource Services.
- g) Registration under GST, EPF, ESI and Labour department are mandatory for the bidder. All type of charges and taxes including GST will be borne by the Selected Service Provider himself and documentary proof for deposition of these taxes shall be submitted to RTDC units on monthly



basis along with the bill. Selected Service provider must be regular in payment of taxes and filing of statutory returns. Selected Service provider should submit the copy of the statutory returns along with acknowledgement to RTDC on demand. In any case, no additional burden of GST shall be borne by RTDC. In case of any changes/ amendments in the rules of GST in future, the terms and conditions in force for the time being shall be fulfilled by the Selected Service Provider.

- h) In case of any downward/upward revision in price on account of statutory levies, the same will be passed on to RTDC with immediate effect. However, statutory levies as legally applicable at the time of services shall be acceptable.
- i) No compensation shall be made/ payable in case any work not performed by the Selected Service Provider for whatsoever reason.
- j) In case of any dispute, decision of the Managing Director, RTDC shall be final and binding on the bidder.
- k) If any amount is due from the Selected Service Provider or is found to be recoverable, then the corporation have the right to recover the amount and take action to recover the due amount under the P.D.R. Act. Objection of any kind of Selected Service Provider in this will not be accepted.

**I. Termination:** The procuring entity may, without prejudice to any other remedy for breach of contract, by writing a written notice of default of at least 30 days sent to the Service Provider/ selected bidder, forfeit the amount deposited by the bidder as Performance Security and terminate the contract in whole or in part: -

- a) If the Service Provider/ selected bidder fails to provide any or all quantities of the Human Resource within the time period specified in the contract, or any extension thereof granted by RTDC; or
- b) If the Service Provider/ selected bidder fails to perform any other obligation under the contract Agreement within the specified period of delivery of service or any extension granted thereof; or
- c) If the Service Provider/ selected bidder, in the judgment of the Bidding Authority, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- d) If the Service Provider/ selected bidder commits breach of any condition of the contract.
- e) In case of termination, the bidder shall be entitled to receive the service charges for the work already delivered to RTDC. Under no circumstance RTDC can denied such service charges payable to the successful bidder subject to the recovery of the any amount recoverable from them.
- f) The bidder shall not be entitled to receive any other compensation / fee arising out of such termination of the Contract/Agreement.

**J. Penalty:** Selected Service Provider is expected to meet the following Service Levels in the normal course of carrying out the activities. In case of default on any or all such Service Levels, the Authority will reserve the rights to levy Penalties on the Selected Service Provider.

Sr. No	Service	Expected Service Level	Penalty Level in case of default
1	Deployment of all personnel for project.	Maximum 6 weeks	20% of rate quoted by bidder (Excl. GST) of non-deployed resource. Note: Penalty will be calculated on per day basis for entire duration where the service level breached. Penalty Per Resource = Delay



Sr. No	Service	Expected Service Level	Penalty Level in case of default
			in days* (monthly rate quoted by bidder / days in Month)*20%
2	Replacement of personnel at request of Authority	Maximum 6 weeks	No Penalty
		After 6 Weeks	as per clause "Deployment of all personnel for project"
3	First Replacement of individual resource at the request of the Selected Service Provider	Immediate	as per clause "Deployment of all personnel for project".
4	Second and Subsequent Replacement of individual resource at the request of the Selected Service Provider	Immediate	as per clause "Deployment of all personnel for project". + (monthly rate of Resources * 25% )

## Annexure-1: Letter of Technical Bid Submission

Ref.

Dated: .....

**General Manager,**  
**RTDC Hotel Kajri,**  
Shastri Circle, Udaipur-313001, Rajasthan

**Sub:- Bid for Procurement of Human Resource Services for RTDC specified units for the period of 02 years**

Dear Sir,

Being duly authorized to represent and act on behalf of \_\_\_\_\_ (hereinafter referred as the "**Bidder**"), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for eligibility for the "Work" mentioned in subject line.

We are enclosing our Bid with the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Bid are complete, true and correct in every detail.

We confirm that our Bid is valid for a period of 180 days from the due/last date of submission of Bid (Bid Due Date) and our Technical Bid and Financial Bid are unconditional.

We hereby also confirm the following:

1. The Bid is being submitted by -----(name of Bidder) in accordance with the conditions stipulated in the Bid Document.
2. We have examined in details and have understood the terms and conditions stipulated in the Bid document issued by General Manager, RTDC Hotel Kajri, Udaipur ("**Authority**") and in any subsequent communication sent by it. We further confirm that we have examined and have no reservations to the Bid document, including Addendum/ issued vide ..... dated. .... We understand that the Addendum shall form an integral part of the Bid document.
3. We acknowledge and confirm that we have undertaken a due diligence audit of all aspects of the bid, including legal due diligence, Consultant's obligation to perform the work and on the basis of its independent satisfaction hereby agree to undertake the work in accordance with the terms and conditions of this Bid document.
4. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the Bid document or in any of the subsequent communications from Authority.
5. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the Bid document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
6. We agree to submit Bank Guarantee/ Fixed Deposit Receipt/Demand Draft/ Banker's Cheque for a sum of Rs. \_\_\_\_\_ as Performance Security on being identified as Selected Bidder as per terms and conditions of Bid document.
7. In the event of our Bid being accepted, we agree to enter into the Contract Agreement within the stipulated period of 15 days from the date of issue of LOA/ Work Order with the Authority for exclusive

implementation, incorporating the conditions of the Bid including the Draft Contract Agreement thereto annexed and written acceptance thereof.

8. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare this Bid and as applicable for implementation of the work in the event that we are finally selected.
9. Our Financial Bid is exclusive of GST and inclusive of all applicable taxes, duties, cess, surcharges, levies, etc.
10. We confirm that all the terms and conditions of the Bid are firm and valid for acceptance for a period of 180 days from the Bid Due Date.
11. We as the authorized representative(s) of the Bidder hereby declare that all the information and statements made in this Technical Bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to abide by all the terms and conditions of the Bid document.
12. We understand that the Rajasthan Tourism Development Corporation Limited is not bound to accept any Proposal/Bid received by it.

Thanking You,

Yours faithfully,

**For and on behalf of** -----(Name of Bidder and seal)

**Signature**----- (Authorized Signatory)

**Name of the Person** : -----

**Designation** : -----

**Seal of the Bidder** : -----

**Date** : -----

**Place** : -----

## Annexure -2: Details of the Bidder

1	<b>Name of work for which Bid is Submitted</b>	Procurement of Human Resource Services for RTDC specified units for the period of 02 years
2	<b>Name of Bidder</b>	
3	<b>Legal Status of Bidder</b>	
4	<b>Date of Incorporation/Registration</b>	
5	<b>Brief Description of Bidder's Organisation</b> a) Ownership Structure b) Background of Promoters c) Management Structure	
6	<b>Number of Paid Staff (Separate sheet for technically qualified staff)</b>	
7	<b>List of present clients &amp; sample images of recently done works (enclose) (Separate sheet for technically qualified staff)</b>	
8	<b>Office Address of Bidder with Contact &amp; Communication details</b>	
9	<b>Address of Branch Office in Rajasthan, if Registered office is situated out of Rajasthan Contact details</b>	
10	<b>Details of Individual(s) who shall serve as the point of contact/communication for Authority for this Bid</b>	Name: Designation: Address: Telephone: E-mail:
11	<b>Particulars of Authorised Signatory</b>	Name: Designation: Address: Telephone: E-mail:
12	<b>Details of submission of Cost of Bid document</b>	DD/BC Number ..... Date ..... Issued by ..... Branch .....
13	<b>Details of submission of Bid Security</b>	DD/BC Number ..... Date ..... Issued by ..... Branch .....
14	<b>Details of submission of Processing Fee</b>	DD/BC Number ..... Date ..... Issued by ..... Branch .....

<b>15</b>	<b>Bank Account Details (For refund of Bid security deposit/EMD)</b>	<p>All the below information must be filled in BLOCK LETTERS ONLY. Copy of cancelled cheque having the above details must be enclosed.</p> <p>a. Name of the account holder b. Bank Name c. Branch d. Account No. e. IFSC Code</p>
<b>16</b>	<b>GST Registration No.</b>	
<b>17</b>	<b>PAN No.</b>	
<b>18</b>	<b>EPF No.</b>	
<b>19</b>	<b>ESI No.</b>	
<b>20</b>	<b>Rajasthan Contract Labour (Regulation &amp; Abolition) Act. 1970 Registration No.</b>	
<b>21</b>	<b>Rajasthan Shop &amp; Commercial Organization Act, 1958 Registration No.</b>	

**Note:**

Bidder shall also submit certified copy of certificate of registration/ incorporation as applicable to legal status of the Bidder and other details viz. GST registration number, PAN number duly signed by Authorised Signatory with Bidder's seal.

**For and on behalf of** -----(Name of Bidder and seal)

**Signature**----- (Authorised Signatory)

**Name of the Person** : -----

**Designation** : -----

**Seal of the Bidder** : -----

**Date** : -----

**Place** : -----

### **Annexure -3: Power of Attorney for Signing Authority**

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

Know all men by these presents, We -----(name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name), ----- who is presently employed with us, -----, name Bidder, and holding the position of -----, as our true and lawful attorney (hereinafter referred as the **"Authorised Signatory"**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for **Procurement of Human Resource Services for RTDC specified units for the period of 02 years (the "Work")** issued by General Manager, RTDC Hotel Kajri, Udaipur (**"Authority"**) including but not limited to signing and submission of all Bids, Bids and other documents and writings, and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said work and/or upon award thereof to us and/or till the entering into the Contract Agreement with the Authority.

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

IN WITNESS WHEREOF WE, -----, THE ABOVE NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF -----, 2024

For

-----  
(Signature, name, designation and address)

Accepted

-----  
(Signature)  
(Name, Title and Address of the Authorised Signatory)

Witnesses:

- 1.
- 2.

(Notarized)

#### **Notes:**

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

### **Annexure -4: Affidavit for No Blacklisting**

(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)

**General Manager,**  
**RTDC Hotel Kajri,**  
Shastri Circle, Udaipur-313001 (Rajasthan)

In response to Bid for **Procurement of Human Resource Services for RTDC specified units for the period of 02 years ("The Work")** dated -----, as an Authorised Signatory of ----- (name of Bidder), I hereby declare that presently the ----- (name of Bidder), at the time of bidding:

- a) is competent to get into a contract as per the provisions of Indian Contract Act, 1872.
- b) possesses the necessary professional, technical, financial and managerial resources and competence required by the Bid document issued by General Manager, RTDC Hotel Kajri, Udaipur (the "**Authority**").
- c) has fulfilled its obligations to pay such of the taxes payable to Government of India and the State Government or any local authority as specified in the Bid document.
- d) neither failed to perform any contract, as evidenced by imposition of a penalty by judicial authority or a judicial pronouncement or order by any procuring entity against the Bidder, nor been expelled from any work or contract nor have had any contract terminated for breach by such bidder in the last 5 years.
- e) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices and is not barred either indefinitely or for a particular period of time by any State/ Central Government/ Union Territory (UT)/ Public Sector Undertaking (PSU)/ any other organisation.
- f) is not barred under the Rajasthan Transparency Public Procurement (RTPP) Act, 2012 and Rajasthan Transparency Public Procurement (RTPP) Rules, 2013 from participating in Bidding Process.
- g) does not have any previous transgressions with any entity in India or any other country during the last 5 years.
- h) does not have any debarment by any other procuring entity.
- i) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons.
- j) does not have, and our Partner/officers/office bearers (*wherever applicable*) not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of 5 years preceding to the Bid Due Date, or not have been otherwise disqualified pursuant to debarment proceedings.
- k) does not have a conflict of interest as mentioned in the Bid Document which materially affect the fair competition.
- l) will comply with the code of integrity as specified in the Bid document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, our Bid Security/ Performance Security may be forfeited in full and our Bid, to the extent accepted, may be cancelled.

Thanking You,

**For and on behalf of**-----(name of the Bidder)

**Signature**----- (Authorised Signatory)

**Name of the Person** : -----

**Designation** : -----

**Seal of the Bidder** : -----

**Date** : -----

**Place** : -----



**Annexure -5: Anti-Collusion Certificate**

(to be submitted by the Bidder)

We hereby certify and confirm that in the preparation and submission of this Bid in response to the Bid issued by General Manager, RTDC Hotel Kajri, Udaipur (the "**Authority**") for **Procurement of Human Resource Services for RTDC specified units for the period of 02 years** ("**The Work**") 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.

We further confirm that we have not offered nor paid nor shall offer nor pay, directly or indirectly, any illegal gratifications, in cash or kind, to any person or agency in connection with the Bid.

Date this.....Day of .....2024

**For and on behalf of**----- (name of the Bidder)

**Signature**----- (Authorised Signatory)

**Name of the Person** : -----

**Designation** : -----

**Seal of the Bidder** : -----

**Date** : -----

**Place** : -----

### Annexure -6 : Affidavit of No Dues towards Government Taxes

(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)

Ref.

Dated: .....

General Manager,  
RTDC Hotel Kajri,  
Shastri Circle, Udaipur-313001 (Rajasthan)

#### Sub:- Affidavit of No Dues towards Government taxes

We.....(name and address of Bidder) hereby undertake that there no pending tax liability towards any tax authorities in India (e.g. Income Tax Department, GST, ESI, PF, Labour department etc.) as on ..... (mention date).

PAN Card No.	
GST No. (if applicable)	
EPF No.	
ESI No.	
Labour License No.	

If this affidavit/undertaking is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, our Bid Security/ Performance Security may be forfeited in full and our Bid, to the extent accepted, may be cancelled.

Thanking You,

For and on behalf of -----(Name of the Bidder)

Signature----- (Authorised Signatory)

Name of the Person : -----

Designation : -----

Seal of the Bidder : -----

Date : -----

Place : -----

### Annexure -7: Financial Eligibility

(Certificate of Gross Turnover from Human Resource Services certified by Practicing Chartered Accountant on its Letterhead)

(to be submitted by each Bidder)

Name of the Bidder: .....

Financial Year	Gross Turnover from Human Resource Services (in Rupees)
FY2019-20	
FY 2020-21	
FY 2021-22	
FY2022-23	
FY2023-24	

This is to certify that the information contained above are correct as per the audited financial accounts of M/s ..... having its office at..... (address of the bidder).

Date:

Place:

(Signature, Name, Designation, Membership Number  
of the CA/Authorised Signatory of CA Firm)  
Name and Seal of CA/CA Firm  
UDIN.....

**Note:-**

- The above Form shall be filled and certified by the practising Chartered Accountant on its letter head.
- Bidder must submit certified copy of the Audited Annual Accounts and Income tax return acknowledgement downloaded from the Income tax Portal with the bid.

### Annexure -8: Technical Eligibility (Work Experience)

(to be submitted separately for each of the Work claimed under Technical Eligibility as defined in Clause \_\_\_\_\_ of the Bid document))

#### (Experience in providing Human Resource Services)

1	Name of Services/ Work Description	
2	Location	
3	Work activity covered in Sector (Hospitality Sector/ Other Sector)	.....(Hospitality or Other Sector)
4	Total Contract Value (Rs.)	
5	Name of Client Organisation	
6	Nature of Service Provided	
7	Type of Client Organisation (3 / 4 / 5 star Hotels/ Resort/ Restaurant/ Corporate Building/ Business Houses/ Others)	
8	Yer wise break up of Numbers of human resources deployed:	Year wise break up of Numbers of human resources supplied: a) 1 <sup>st</sup> Year ..... b) 2 <sup>nd</sup> Year.....
9	Work Duration	Start Date: _____ End Date: _____
10	Status (Completed/ Ongoing)	
11	Details of Work Order / Completion Certificate issued by the Client	
12	Name, Address and Telephone Number of Contact person in Client Organisation	

#### Note:-

- Bidder shall submit details of the executed work (as defined in Clause \_\_\_\_\_ of the Bid document) strictly in the above formats along with supporting documents including work order/ completion certificate issued from the client in support of its Technical Eligibility. Additionally, ongoing assignments which are allotted for financial year ended prior to 01.04.2024 are only eligible for consideration.
- Authority reserves the right to contact the Bidder(s), their bankers, their consultants, their clients and other such sources to verify the information, references and data submitted by the Bidder(s) in the Bid including the supporting documents/ evidences submitted by Bidder in support of its Technical Eligibility, without further reference to the Bidder(s).

### **Annexure -9 : Letter of Financial Bid Submission**

(To be provided on 'Company letter head' and submitted along with Technical Bid Documents)

**General Manager,**  
**RTDC Hotel Kajri,**  
Shastri Circle, Udaipur-313001 (Rajasthan)

**Subject :-Letter of Financial Bid Submission**

Please go through the details below before finalizing the financial bid-

1. Rates shall be quoted only online and in excel form (BoQ). No other mode will be accepted.
2. Bidder should provide all price 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 human resources deployed 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 Good and Service tax 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 into account all taxes, duties, levies for the purpose of evaluation.
7. The Service Provider should take into consideration that total scope of work including the committed human resources 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 except permitted as per provision of bid document and benefit of any decrease in taxes/duties shall be passed on to RTDC, by the Service Provider.
10. RTDC, reserves the right to revise the scope of work under intimation of the Service Provider. In case of revised scope of work, the amount as agreed with the Service Provider for providing assigned services shall be reconsidered by the RTDC.
11. Every human resource employed by the Service Provider 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 uploaded on procurement portal.

I/We as the authorized representative(s) of the Service Provider hereby offer to undertake the assignment for **"Procurement of Human Resource Services for RTDC specified units for the period of 02 years"** in accordance with your BID document no. .... dated..... Our financial bid should be uploaded online as Annexure (BOQ).

I/We, after having read, examined the bid documents and inspected the areas relating to assignment for **“Procurement of Human Resource Services for RTDC specified units for the period of 02 years”** in accordance with your BID document no. .... dated.....and also scope of works to be carried out for the RTDC units on temporary basis, I/ We hereby quote the rates for the entire scope of work hereunder. This amount is inclusive of all kinds of rates, taxes, charges and wages including service charges, Uniform and Bonus and other statutory liability etc. but excluding GST which will be payable as per prevailing rates on actuals.

Our financial bid shall be binding upon us, up to completion of the period of the contract as specified in the bid document.

We understand that the Rajasthan Tourism Development Corporation Limited is not bound to accept any Proposal received by it.

Thanking you.

Name of the Bidder: .....

Authorised Signatory: .....

Address and contact.....

Details of Prospective Bidder.....

Name:

Seal:

Date:

Place:

**Annexure - A**

**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. 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.



**Annexure -B**

**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 No .....Dated ..... 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:**

**Annexure –C**

**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 Secretary (Finance Budget), Government of Rajasthan Government Secretariat, Jaipur-302004. Tel no. 91-141-2227934.

**(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 off 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 are presentative the name and postal address of the representative:

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

6. Grounds of appeal:

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

Prayer:

Place.....

Date.....

Appellant's Signature

**Annexure – D**

**Additional Conditions of Contract**

**1. Correction of arithmetical errors**

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

- 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.
- (iv) Further, additional quantity may also be procured as admissible in the provisions of RTPP Act/Rules.

**Annexure – E**

**LIST OF ENCLOSURES (CHECK LIST)**

**PART A. TECHNICAL BID**

<b>S.N.</b>	<b>Proposal will contain the following documents:</b>	<b>Document Format</b>	<b>Whether enclosed</b>	<b>Ref. Page no. of Bid submitted</b>
1	Letter of Technical Bid Submission	Annexure-1	Yes/No	
2	Details of Bidder, duly filled & signed	Annexure-2	Yes/No	
3	Power of attorney in favour of Authorised Signatory, for signing of Bid, duly signed and notarised, if applicable, along with the copy of Board resolution, if applicable.	Annexure-3	Yes/No	
4	Affidavit for No Blacklisting	Annexure-4	Yes/No	
5	Anti-Collusion Certificate	Annexure-5	Yes/No	
6	Affidavit of No Dues towards Government Taxes	Annexure-6	Yes/No	
7	Certificate Giving Details of Financial eligibility of the bidder, duly filled & enclosing required supporting documents	Annexure -7	Yes/No	
8	Technical Eligibility (Work Experience) along with supporting documents	Annexure - 8	Yes/No	
9	Letter of Financial Bid Submission	Annexure - 9	Yes/No	
10	Compliance with the Code of Integrity and No Conflict of Interest	Annexure – A	Yes/No	
11	Declaration by the Bidder Regarding Qualifications	Annexure – B	Yes/No	
12	Grievance Redressal during Procurement Process	Annexure – C	Yes/No	
13	Additional Conditions of Contract	Annexure – D	Yes/No	
14	Bid Security in Prescribed form of Demand Draft / Bankers Cheque as per Bid	Scanned copy of Instrument (in PDF Format)	Yes/No	
15	Bid Document Cost in prescribed form as per Bid	Scanned copy of Instrument (in PDF Format)	Yes/No	
16	Bid (RISL) Processing Fees in prescribed form as per Bid	Scanned copy of Instrument (in PDF Format)	Yes/No	

<b>S.N.</b>	<b>Proposal will contain the following documents:</b>	<b>Document Format</b>	<b>Whether enclosed</b>	<b>Ref. Page no. of Bid submitted</b>
17	Certified copy of Registration Certificate of entity / Partnership deed / Certificate of incorporation etc. as applicable to legal status as per eligibility requirement prescribed in Clauses of Bid	PDF Format	Yes/No	
18	Certified copy of Income Tax Registration (PAN)	PDF Format	Yes/No	
19	Certified copy of GST Registration	PDF Format	Yes/No	
20	Certified copy of Registration under Employees' State Insurance Act (ESI) Act, 1948	PDF Format	Yes/No	
21	Certified copy of Registration under The Employees Provident Funds And Miscellaneous Provision's Act (EPF) Act, 1952	PDF Format	Yes/No	
22	Certified copy of Registration under Rajasthan Contract Labour (Regulation & Abolition) Act. 1970	PDF Format	Yes/No	
23	A Brief on the Profile and functional and sectoral experiences of the Bidder's organisation	PDF Format	Yes/No	
24	Solvency Certificate addressed to General Manager, RTDC Hotel Kajri, Udaipur for value of Rs.15.00 lac or more duly issued by nationalised bank	PDF Format	Yes/No	
25	Certified copy of supporting documents/ evidence including work order, completion certificate issued by the client	PDF Format	Yes/No	
26	List of human resource registered with the bidder for various works	PDF Format	Yes/No	
27	List of the Hotels/Firms/Offices etc. where the Organisation is presently engaged for providing human resource services along with details of contract agreement	PDF Format	Yes/No	
28	Certified copy of audited financials for any three years claimed out of last 5 consecutive financial years ending on March 31, 2024 (i.e., 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24)	PDF Format	Yes/No	
29	Certified copy of Income Tax return acknowledgement for any three years claimed out of last 5 consecutive financial years ending on March 31, 2024 (i.e. 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24)	PDF Format	Yes/No	

S.N.	Proposal will contain the following documents:	Document Format	Whether enclosed	Ref. Page no. of Bid submitted
30	All pages of Bid Document with corrigendum, addendum if any, duly signed and sealed by the Authorised Signatory of the bidder Organisation on each page.	PDF Format	Yes/No	
31	List of Enclosures (Check list) duly ticked and signed	Annexure-E	Yes/No	

**Important:** It may be ensured that Rates (Financial quotes) are nowhere disclosed in technical bid else the technical bid shall be summarily rejected.

**PART-B. FINANCIAL BID**

Proposal will contain the following documents:	Whether enclosed
Financial Bid to be submitted in MS excel format at e-proc portal only	Yes/No

**For and on behalf of**----- (Name of the Bidder)

**Signature**----- (Authorised Signatory)

**Name of the Person** : -----

**Designation** : -----

**Seal of the Bidder** : -----

**Date** : -----

**Place** : -----

## Schedules

### Schedule – I

#### Format of Bank Guarantee (Performance Security)

To,  
**General Manager,**  
**RTDC Hotel Kajri,**  
Shastri Circle, Udaipur-313001 (Raj.)  
E-mail: kajri.rtdc@rajasthan.gov.in

#### E-Bid Notice No. ....

Whereas the General Manager, RTDC Hotel Kajri, Udaipur (Herein called the RTDC) having entered into an agreement No. .... dated ..... with  
M/s.....having registered  
office  
at ..... (herein called the "Selected  
bidder")

For Procurement of Human Resources as per scope of work here-in-after called "the said agreement" under which the "Selected bidder" 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..... "Selected Bidder" do hereby undertake to pay to the Hotel Kajri, RTDC Ltd., Udaipur amount not exceeding Rs. \_\_\_\_\_/- on demand by Hotel Kajri, RTDC Ltd., Udaipur.
2. We (indicate the name of Bank), do hereby undertake to pay Rs. \_\_\_\_\_/- Any demur or delay merely on a demand from the RTDC Udaipur any such demand made on the bank by the Hotel Kajri, RTDC, Udaipur shall be conclusive and payable by the bank under his guarantee. The bank guarantee shall be completely at the disposal of the Hotel Kajri, RTDC Ltd., Udaipur and we (indicate the name of bank), bound ourselves with the directions given by Hotel Kajri, RTDC Ltd., Udaipur regarding this bank guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs \_\_\_\_\_/-
3. We (indicate the name of Bank), undertake to pay to the RTDC Udaipur any money so demanded not withstanding any dispute or disputes raised by the "Selected Bidder" in any suit or proceeding pending before any court or tribunal 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 Hotel Kajri, RTDC Ltd. Udaipur 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 "Selected Bidder" and accordingly discharges this guarantee.



5. We (Indicate the name of Bank), further agree with the Hotel Kajri, RTDC Ltd. Udaipur that the Hotel Kajri, RTDC Ltd. Udaipur 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 " Selected Bidder " from time to time or to postpone for any time or time to time any of the powers exercisable by the Hotel Kajri, RTDC Ltd. Udaipur against the said "Selected Bidder" 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 Selected Bidder " or for any forbearance act or omission on the part of the Hotel Kajri, RTDC Ltd. Udaipur or any indulgence by Hotel Kajri, RTDC Ltd. Udaipur to the said " Selected Bidder " 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 "Selected Bidder".
7. We (Indicate the name of bank), lastly undertake not to revoke this guarantee except with the previous consent of the Hotel Kajri, RTDC Ltd. Udaipur in writing.
8. This performance guarantee shall remain valid and in full effect, until it is decided to be discharged by the Hotel Kajri, RTDC Ltd. Udaipur. Not with standing anything mentioned above. Our liability against this guarantee is restricted to Rs. \_\_\_\_\_/-
9. It shall not be necessary for the Hotel Kajri, RTDC Ltd. Udaipur to proceed against the Service Provider before proceeding against the bank and the guarantee herein contained shall be enforceable against the bank not withstanding any security which the Hotel Kajri, RTDC Ltd. Udaipur may have obtained or obtain from the "Selected Bidder".
10. The bank guarantee shall be payable at the Udaipur. 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.

Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted Rs. \_\_\_\_\_/- and our guarantee shall remain in force up to 180 day after expiry of bid 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

**Schedule – II**

**Format of Draft Contract Agreement**

This Contract is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between Rajasthan Tourism Development Corporation Limited (RTDC) having its head office at Illrd Floor, Paryatan Bhawan, Sanjay Marg, Opposite Vidhayakpuri Police Station Jaipur – 302001, Rajasthan (India) and having its regional unit at Hotel Kajri, RTDC Ltd., Udaipur (herein after referred to as Authority/RTDC) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And M/s \_\_\_\_\_, a company registered under the Indian Companies Act, 1956 with its registered office at \_\_\_\_\_ (herein after referred as the “Successful Bidder/ Service Provider”) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas, RTDC is desirous of appointing an Service Provider for as per the Scope of Work and Terms and Conditions as set forth in the RFP document dated \_\_\_\_\_ of <NIB No \_\_\_\_\_>

And whereas

M/s \_\_\_\_\_ represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing the required services against said NIB and RFP document issued in this regard, in accordance with the terms and conditions set forth herein and any other reasonable requirements of the RTDC from time to time.

And whereas

RTDC has accepted the bid of Service Provider and has placed the Work Order vide Letter No. \_\_\_\_\_ dated \_\_\_\_\_, on which Service Provider has given their acceptance vide their Letter No. \_\_\_\_\_ dated \_\_\_\_\_.

And whereas

The Service Provider has deposited a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) in the form of \_\_\_\_\_ ref no. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_ Bank and valid up to \_\_\_\_\_ as security deposit for the due performance of the contract.

Now it is hereby agreed to by and between both the parties as under: -

1. The NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ and RFP document dated \_\_\_\_\_ issued by RTDC along with its annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by RTDC to Service Provider at the rates set forth in the work order no. \_\_\_\_\_ dated \_\_\_\_\_ will duly supply / hiring the said human resources set forth in thereof and provide related services in the manner set forth in the RFP, along with its annexures and Technical Bid along with subsequent clarifications submitted by Service Provider.
3. The RTDC do hereby agree that if Service Provider shall duly supply / provide the said human resources and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the RTDC will pay or cause to be paid to Service Provider, at the time and the manner set forth in the said conditions of the RFP.
4. The timelines for the prescribed Scope of Work, requirement of services and deployment of hospitality human resources shall be effected from the date of acceptance of LOA/work order and completed by Service Provider within the period as specified in the RFP document.

5. In case of extension in the service delivery period, the recovery shall be made as defined in Clause J of Scope of Work of RFP document.

**Note:**

- (i) Fraction of a day in reckoning period of delay in supplies/ services shall be eliminated if it is less than half a day.
- (ii) If Service Provider requires an extension of time in completion of contractual supply / hiring on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply / hiring.
- (iii) Delivery period may be extended with or without penalties if the delay in the supply / providing of human resources in on account of hindrances beyond the control of Service Provider.
6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.
7. That the following documents hereto shall be an integral part of this Agreement:
- (i) Financial Bid submitted by the bidder
  - (ii) Performance security submitted by the bidder
  - (iii) The Letter of Award (LOA)/ Work issued by the RTDC in favour of the Selected Service Provider and accepted 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, schedules etc.
8. 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**

**General Manager, RTDC Hotel Kajri/  
Authorised Signatory**

**Authorised Signatory name, title and signature**

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.

**Schedule – III - Financial Bid (In the MS Excel format available at  
www.eproc.rajasthan.gov.in)  
BREAKUP OF WAGES & OTHER PAYMENTS**

(Please specify the break-up of the bid in INR for the staff at different hierarchy appointed by the Service Provider as per the format below per person basis per month) (As per Circular No. F-2(1)Fin./SPFC/2017/1/2018 dated 30.04.2018 issued by Finance Department.)

Image of Financial Bid need to be attached.

Item Wise BoQ													
Tender Inviting Authority:	General Manager, RTDC Hotel Kajri, Shastri Circle, Udaipur- 313001 (Raj.)												
Name of Work:	Request for Proposal for Procurement of Human Resource Services for RTDC specified units for the period of 02 years												
Name of the Bidder:													
PRICE SCHEDULE													
1. (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY) exclusive of GST and all other applicable taxes, duties, cess, surcharges, levies, etc. 2. Financial Bid under each category shall not be less than the minimum wages per person per month shown in column 7 of below table, otherwise bid will be rejected summarily. 3. The Bidder must enter the value in column 9 (in Rs.) and 13 (in %) only. 4. The Bid value submitted in the Financial bid shall be an amount (in rupees) for providing the Human Resource Services for first year of Contract ("Bid Price") only. 5. Financial bid shall be evaluated on the basis of value arrived at column no.14 for each category.													
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)													
Sl. No.	Designation	Unit	Estimate maximum number of Human Resource required for work	Minimum wages fixed by Labour Department per day (in Rs.)	Addition wages per day (in Rs.)	Minimum Wages per person per month (26 working days) (7=(5+6)*26) (in Rs.)	Total minimum wages per month (8=4*7)	Wages quoted by Bidder per person per month (26 working days) (in Rs.)	Wages per month for the Category (in Rs.)	Rate of EPF (%)	Rate of ESI (%)	Service Charge of Bidder (%)	Total Amount (exclusive of GST & all inclusive of all other taxes) in figures
1	2	3	4	5	6	7	8	9	10	11	12	13	14
1.1	Plumber	Per Person	2	309	117	11076	22152		0	13.15%	3.25%	0.00%	0.00
1.2	Kitchen Helper	Per Person	6	309	117	11076	66456		0	13.15%	3.25%	0.00%	0.00
1.3	Receptionist (House Assistant)	Per Person	8	309	167	12376	99008		0	13.15%	3.25%	0.00%	0.00
1.4	Room Attendant/ Waiter	Per Person	30	309	117	11076	332280		0	13.15%	3.25%	0.00%	0.00
1.5	Electrician / Refrigeration supervisor	Per Person	3	309	117	11076	33228		0	13.15%	3.25%	0.00%	0.00

1.6	Security Guard, Peon	Per Person	8	297	117	10764	86112		0	13.15%	3.25%	0.00%	0.00
1.7	House Keeping Helper	Per Person	12	297	127	11024	132288		0	13.15%	3.25%	0.00%	0.00
1.8	Chef, Cooks	Per Person	4	359	392	19526	78104		0	13.15%	3.25%	0.00%	0.00
1.9	Gardner etc.	Per Person	3	309	117	11076	33228		0	13.15%	3.25%	0.00%	0.00
1.10	Computer Operator	Per Person	4	359	167	13676	54704		0	13.15%	3.25%	0.00%	0.00
TOTAL			80					TOTAL (Excluding GST) in Figures					0.00
	TOTAL (Excluding GST) in words												

Note: Please specify break up of the financial bid such as minimum wages, compliance of statutory requirements like PF, ESI . GST etc. under the Contract Labour (Regulation & Abolition) Acts, other charges if any like Leave, uniform and service charge etc taking in to account the minimum man days require on company letter head.

Schedule – IV

Circular No. F-2(1)Fin./SPFC/2017/1/2018 dated 30.04.2018 issued by Finance Department

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 उपापनों के सम्बन्ध में दिशा-निर्देश बाबत।

संदर्भ:- एकलपीठ याचिका संख्या 372/2013 अनोख 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 संकर्मों 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 प्रावधित उपापन की विभिन्न रीतियों में से उपयुक्त रीति का चयन करते हुए किया जाएगा परन्तु प्लेसमेन्ट 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 दरतावेजों में अन्य आवश्यक बिन्दुओं के साथ-साथ निम्नांकित विशिष्ट बिन्दुओं का अनिवार्य रूप से समावेश किया जायेगा-

(i) बोलीदाता/संवेदक द्वारा विभिन्न पंजीकरण 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। मध्य 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	10
		1. अकुशल 2. अर्ध कुशल 3. कुशल 4. उच्च कुशल							

(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:-

Bh



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. अर्द्ध कुशल- 3. कुशल- 4. उच्च कुशल-						

(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 प्रविष्टियां 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 कार्यवाई 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।



3/6



(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।

✓

4/6

(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।

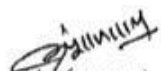
(xvii) कार्य सम्पादन अवधि के दौरान कार्य के संबंध/संदर्भ में किसी भी प्रकार की क्षतिपूर्ति या मुआवजा देने/ई.एस.आई करवाने/सामुहिक दुर्घटना बीमा कराने इत्यादि की जिम्मेदारी एवं दायित्व संवेदक का होगा, इसके लिये उपापन संस्था की कोई जिम्मेदारी नहीं होगी।

(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 'घी' 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 सक्षम 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 कार्यदिश 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 अध्याधीन 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।

  
(मंजू 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