



राजस्थान स्टेट पावर फाइनेन्स एण्ड फाइनेन्शियल सर्विसेज कॉरपोरेशन लिमिटेड
Rajasthan State Power Finance and Financial Services Corporation Limited
(A Government of Rajasthan Undertaking)
CIN:U65923 RJ 2012 SGC 041087

Registered Office: 1st Floor, Rajasthan State Textbook Board, 2-2A, Jhalana Dungri, Jaipur 302004
Email : rspfcl@rajasthan.gov.in, Tel. No.: +91-141-2708611
Website : <http://rspfcl.rajasthan.gov.in>

F.No.F1(e)(2)RSPF&FSCL/MP/2023/384

Dated:- 08/07/2024

Notice Inviting Bid Cum Bid Document

NIB No:- 04/2024-25

Open bids are invited through **e-procurement** for hiring the services of 5 office helpers/MTS (peon) and 3 Computer operators on job basis from registered & experienced firms for a period of one year.

The details and schedule of procurement are as follows:

| S. N. | Event Description | |
|-------|--|---|
| 1 | Procurement entity | Rajasthan State Power Finance And Financial Services Corporation Ltd (RSPF&FSCL) |
| 2 | Work detail | Hiring manpower services (5 MTS/peons and 3 computer operators) for a period of one year. |
| 3 | Estimated cost of the work | ₹ 13.00 lacs |
| 4 | Mode of submission for technical and financial bid | Online only |
| 5 | Website for bid submission | https://eproc.rajasthan.gov.in |
| 6 | Cost of bid document | ₹ 590/- |
| 7 | Bid security | ₹ 26000/- |
| 8 | RISL processing fees | ₹ 500/- |
| 9 | Start date and time of downloading bid document | from: 08.07.2024, 03:00 pm |
| 10 | End date and time of downloading bid document | upto: 18.07.2024, 03:00 pm |



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| | | |
|----|---|--|
| 11 | Last date and time of submission of bid (bid due date) | upto: 18.07.2024, 05:00 pm |
| 12 | Last date and time for physical submission of documents | upto: 18.07.2024, 05:00 pm |
| 13 | Date and time of technical bid opening | on: 19.07.2024, 12:30 pm |
| 14 | Date, time and venue of financial bid opening | Shall be displayed on SPPP, e-proc and website of the corporation. |
| 15 | Issue of letter of engagement to selected bidder | Shall be displayed on SPPP, e-proc and website of the corporation. |
| 16 | Signing of contract agreement | Within 15 days of letter of engagement. |

RSPF&FSCL reserves the right to change any date/time mentioned in the above schedule under intimation to all concerned.

1. The bidders who are interested in bidding can download bid forms from SPPP portal i.e. www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in or the website of the Corporation i.e. <http://rspfcl.rajasthan.gov.in> .
2. The Corporation has adopted 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 (the "Bidding Process") for selection of the bidder for award of the manpower supply work.
3. Bid form cost and bid security amount shall be deposited by demand draft or bankers cheque in the name of **Rajasthan State Power Finance and Financial Services Corporation Limited** or through electronic transfer i.e. NEFT etc to the following account details:

Account holder Name: **Rajasthan State Power Finance and Financial Services Corporation Limited.**

Name of Bank: **Bank of Maharashtra**

Branch IFSC: **MAHB0001360 (Vidyadhar Nagar, Jaipur)**

Account Number:- **60403465112**



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The bidder paying their fee through online facility should attach/upload the document in support of the deposition of fees.

4. RISL processing fees ₹ 500/- shall be deposited through a single challan on e-GRAS or in the form of demand draft in favor of the Managing Director, RISL payable at Jaipur or through RTGS in the above-mentioned account.
5. Bid Security, bid form Cost (D.D./NEFT/RTGS in favor of the Corporation) and RISL processing fees(D.D) are to be submitted physically on or before the time given in schedule of bidding process. Their detailed terms & conditions have been incorporated in bid form. If the bid security and RISL fee are paid online than documents in support of such depositories should be uploaded with the bid.
6. If, bid fee, bid security and RISL processing fees are not submitted physically within the prescribed time, then the bid shall be rejected.
7. The Managing Director, RSPF&FSCL reserves the right to cancel/reject any/all bids without assigning any reason.
8. In the event of public holiday or unforeseen circumstances, the bid shall be opened on the next working day.

General Manager (Finance)



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BID DOCUMENT



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A. INSTRUCTION TO BIDDERS (ITB)

1. Introduction

- Rajasthan State Power Finance & Financial Services Corporation Limited, is a wholly owned Govt of Rajasthan undertaking under the administrative control of the Department of Finance, GoR.
- RSPF&FSCL, a non-deposit taking systemically important NBFC registered with Reserve Bank of India, is inviting bids to engage experienced manpower providing firm for "Hiring services of MTS/peons and Computer operators for the Corporation on job basis through open competitive e-procurement method.
- Brief of the work is given below

| Name of Work | Number of Jobs | | Estimated Value (GST & all inclusive) | Bid Security | Bid Document Fees | RISL Fees |
|---------------------------------|--------------------|----|---------------------------------------|--------------|-------------------|-----------|
| Providing the manpower services | Peons/MTS | 05 | ₹ 13.00 lakh | ₹ 26,000/- | ₹ 590/- | ₹ 500/- |
| | Computer operators | 03 | | | | |

2. Sale of Bidding/Documents

- The downloading of bidding documents shall commence from the date of publication of Notice Inviting Bids(NIB) on SPPP. The complete bidding document shall be placed on the State Public Procurement Portal i.e. www.sppp.rajasthan.gov.in, e- procurement portal www.eproc.rajasthan.gov.in and the website of the Corporation i.e. <http://rspfcl.rajasthan.gov.in>.
- The prospective bidders may download the bidding document from any of these websites and pay the bidding document price while submitting the bid to the RSPF&FSCL through the method as specified in the bid document.

3. Bid Prices

- The prices quoted by the bidder in the bid submission sheet and in the price schedules shall conform to the requirements specified in bid document.



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- ii. Prices quoted by the bidder shall remain fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected.

4. Changes in the bidding document

- i. At any time, prior to the deadline for submission of bids, RSPF&FSCL may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding document by issuing an addendum/corrigendum in accordance with the provision.
- ii. In case, any modification is made to the bidding document or any clarification is issued, RSPF&FSCL shall publish such modification or clarification on the SPPP and e-proc only.
- iii. In case, a clarification or modification is issued to the bidding document, RSPF&FSCL may, prior to the last date for submission of bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their bids.

5. Period of Validity of Bids

- i. Bids submitted by the bidders shall remain valid for a period of 90 days. A bid valid for a shorter period shall be rejected by RSPF&FSCL as non-responsive bid.
- ii. Prior to the expiry of the period of validity of bids, RSPF&FSCL, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of bid and in such circumstances bid security shall not be forfeited.

6. Submission of Bid

- i. All prospective bidders are advised to carefully go through the bid document provided on the various websites as mentioned in the bid-document so that they come to know what exactly is required. While bidders submitting their bids electronically shall follow the electronic bid submission procedure as specified on the State e-Procurement Portal i.e. www.eproc.rajasthan.gov.in.
- ii. The prospective bidder should not depend upon last date/time of submission of bid online. There might be some issues of internet connectivity, server related issues pertaining to online submission of bids. Bidders must be well-versed with



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the e-Proc Portal i.e. <http://eproc.rajasthan.gov.in>. Therefore, prospective bidders are advised to submit their bid well before the last date/time to avoid any problem arising at the eleventh hour. No reason for delay on this account shall be entertained at any cost.

- iii. The bidders/ authorised signatories are required to digitally sign as a token of acceptance of bid failing which the bid may liable to be nonresponsive and rejected. The digitally signed bid shall be uploaded using DSC on the e-Proc website i.e. www.eproc.rajasthan.gov.in.
- iv. All the columns viz. compliance (in Yes or No) of Eligibility Criteria, BOM, Financial Bid and their associated necessary documents properly signed etc. should be duly filled in and uploaded.
- v. Technical bid containing Eligibility Criteria and technical aspects/information/documents should be separately uploaded and Financial bid shall also be uploaded separately along with respective associated documents (if required) as mentioned in the bid document..
- vi. While submitting the complete bid document as mentioned above, instruments for bid fee, bid security and RISL fees should be physically submitted to the Corporation on or before mentioned date and time, failing which the bid may liable to be nonresponsive and rejected.
- vii. Financial bids shall be opened of only those bidders whose bids are found qualified technically and fulfilling eligibility criteria. The date of opening for which shall be intimated later on through SPPP portal.
- viii. Bidders must submit their bids only through the electronic method i.e. through www.eproc.rajasthan.gov.in on or before bid submission date/time.
- ix. RSPF&FSCL is not responsible about non submission of bid electronically in time due to any technical or non-technical reason(s) whatsoever, therefore, prospective bidders are suggested to avoid last minute submission of bids.

7. Opening of Bids

- i. The bids shall be opened by the procurement committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- ii. Only technical bids will be opened first and the Corporation will evaluate technical bids received as per criteria set-forth in this bid document or RTPP Rules.



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- iii. The financial bid shall be kept unopened and shall be opened/downloaded later on the date and time published on SPPP/e-proc of those bidders who qualify in the evaluation of technical bid.
- iv. The procurement committee may co-opt experienced persons in the committee to conduct the process of bid opening.
- v. The committee shall conduct a preliminary scrutiny of the opened technical bids to assess the prima-facie responsiveness and ensure that the: -
 - a. bid is accompanied by bidding document fee, bid security, relevant duly filled in documents as per annexure(s) given in the bid document;
 - b. bid is valid for the period, specified in the bidding document;
 - c. bid is unconditional and the bidder has agreed to give the required performance security and other conditions, as specified in the bidding document are fulfilled.
 - d. any other information which the committee may consider appropriate through e-Proc method.

8. Documents comprising the bid, bid submission, formats, price schedules and signing bids

- i. The Corporation shall not consider any bid that is submitted after the deadline for submission of bid, such bid shall be declared late, rejected, and returned unopened to the bidder.
- ii. Technical bid shall contain the following:
 - a. Technical bid submission sheet and technical bid containing the duly filled in bidding forms and declarations related to technical bid and Code of Integrity given as specified in annexure/appendix/bid forms in the bid document (Note: If the prescribed formats provided in the bid document only, are not duly filled in as per the requirement of bid document, the bid shall be treated as non-responsive bid and lead to rejection);
 - b. proof of payment of price of bidding document, bid security, in accordance with bid document;
 - c. written confirmation authorizing the signatory of the bid to commit the bidder, in accordance with bid document;
 - d. documentary evidence in accordance with bid document establishing the bidder's eligibility to bid;



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iii. The technical and financial bid shall contain the following:

The technical bid shall consist of the following:-

| S. No. | Documents Type | Document Format |
|--------------------|----------------------|--|
| Fee Details | | |
| 1. | Bidding document Fee | D.D./NEFT/RTGS in favor of the Corporation |
| 2. | Bid security Fee | D.D./NEFT/RTGS in favor of the Corporation |
| 3. | RISL processing Fee | Single challan on e-GRAS or DD in favor of "Managing Director, RISL or RTGS in favor of the Corporation. |

| Eligibility/Technical Documents | | |
|--|--|--|
| 1. | Dully filled-in each page of bid document as a token of acceptance of bid unconditionally | Should be signed by the bidder/ authorized signatory |
| 2. | Dully filled in technical bid form laid in the bid and all the documents mentioned in the "Eligibility Criteria", in support of the eligibility of bidders | Relevant column must be filled in and as per the format mentioned against the respective eligibility criteria clauses or mentioned in the bid document |
| 3. | Technical bid submission sheet | As per bidding form |
| 4. | Letter of undertaking | As per bidding form |
| 5. | Mandatory self declaration of non-blacklisting on non-judicial stamp of ₹ 100 | As per bidding form |
| 6. | Annexure A to D | As per annexure |



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a) Financial bid Part-B shall include the following documents:-

| S. No. | Documents Type | Document Format |
|--------|------------------------------------|---------------------|
| 1. | Price Schedule/Financial Bid (BoQ) | As per bidding form |

Note:

- All the other formats must be duly filled in and other necessary documents making the bidder eligible technically must be signed by the authorised signatory appropriately and then signed bid must be submitted on or before last date/time.
- All the above form's are to be submitted as per sequence above, without which bid may be rejected.

9. Bid Security

- Every bidder participating in the procurement process, will be required to furnish the bid security as specified in the bid document.
- The bid security shall be 2 % of the estimated value of bid.
It being a service contract no exemption/relaxation can be provided to MSME'S firms.
- Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the sealed bid. Any bid not accompanied by bid security, if not exempted, shall be liable to be rejected.
- Bid security of a bidder lying with the RSPF&FSCL in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- The bid security taken from a bidder shall be forfeited as mentioned in bid document.(sub point number vii of point number 9)
- Notice will be given to the bidder with reasonable time before bid security is forfeited.
- The bid security taken from a bidder shall be forfeited in the following cases namely:



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- a) When bidder withdraw or modify bid after opening of bids;
- b) When bidder does not execute the agreement, if any, after placement of supply/work order within the specified period;
- c) When bidder fails to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- d) When bidder does not deposit the performance security within specified period after the supply/work order is placed; and
- e) If bidder breaches any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government may debar the Bidder from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

10. Non-material Non-conformities in bids

- i. Provided that a bid is substantially responsive, RSPF&FSCL may waive any nonconformity (with recorded reasons) in the bid that do not constitute a material deviation, reservation nor omission.
- ii. RSPF&FSCL may request such a bidder to submit the necessary information or documentation, on or before specified date/time, to rectify non material non conformities or omissions in the bid related documentation requirements. Request for information or documentation on such nonconformities shall not be related to any aspect of the Financial Proposal of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.
- iii. The procurement entity may rectify non-material non-conformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

Note:- In case of above situation, all the clarification/information/documents sought by the BEC shall be submitted on e-Proc website for specific bidder(s) and within the specified date/time the bidder(s) has/have to respond with sought information/documents in proper manner.

11. Negotiations

- i. Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the



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- prevailing market rates.
- ii. RSPF&FSCL shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
 - iii. The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail(if available). A minimum time of 3 days shall be given for calling negotiations. In case of urgency, the Corporation, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
 - iv. Negotiations shall not make the original offer made by the bidder inoperative. The Corporation shall have option to consider the original offer in case the bidder justifies the quoted rate to the satisfaction of the Corporation.
 - v. In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the PE may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. However this procedure shall be used in exceptional cases only.
 - vi. In case the rates even after the negotiations are considered very high, fresh bids shall be invited.
- 12. Procuring Entity's Right to accept any bid and to reject any or all bids**
RSPF&FSCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to Contract award without assigning any reasons thereof and without there by incurring any liability to the bidders.
- 13. Exclusion of Bids/Disqualification**
- i. The Corporation shall exclude/disqualify a bid, if:-
 - a) the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - b) the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - c) the bidder is not qualified as per pre-qualification/ eligibility criteria



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- mentioned in the bidding document;
- d) the bid materially departs from the requirements specified in the bidding document or it contains false information;
 - e) the bidder, submitting the bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the RSPF&FSC or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement/bid process;
 - f) a bidder, in the opinion of the Procuring Entity, has a conflict of interest materially affecting fair competition.
- ii. A bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
 - iii. Every decision of the Corporation to exclude a bid shall be for reasons to be recorded in writing and shall be: -
 - a) Communicated to the concerned bidder;
 - b) Published on the State Public Procurement Portal, if applicable.
- 14. Acceptance of the successful bid and award of contract**
- i. The Corporation after considering the recommendations of the PE and the conditions of bid, if any, financial implications, trials etc. shall accept or reject the successful bid.
 - ii. Before award of the contract, the Corporation shall ensure that the price of successful bid is reasonable and consistent with the required quality.
 - iii. A bid shall be treated as successful only after the competent authority has approved the procurement in terms of that bid.
 - iv. The Corporation shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
 - v. Prior to the expiration of the period of bid validity, the Corporation shall inform the successful bidder, in writing, that its bid has been accepted.
 - vi. As soon as a bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by email, called LOI and asked to execute an agreement on a non-judicial stamp of ₹ 500/- value and deposit the amount of performance security, if applicable, within a period specified in the bidding



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CIN:U65923 RJ 2012 SGC 041087

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documents or where the period is not specified in the bidding documents then within no. of days as mentioned in the document from the date on which LOI or Work Order (WO) is placed with Successful Bidder. Until a formal contract is executed, the LOA or LOI shall constitute a binding contract.

- vii. The bid security of the bidders whose bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

15. Right to vary quantity

- i. If RSPF&FSCL does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- ii. Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the RTTP Act, 2012 and Rules, 2013. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as per RTTP Act/Rules.

16. Performance Security

- i. Prior to execution of agreement, Performance Security shall be solicited from the successful bidder except Department of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The State Government may relax the provision of Performance Security in particular procurement.
- ii. The amount of performance security shall be 5.00 % or as may be specified in the bidding document, of the amount of supply order in case of procurement of goods/Items/Material/Items/Material.
- iii. Performance security shall remain valid for the period of contractual days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- iv. Failure of the successful bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the RSPF&FSCL may either cancel the procurement process or if deemed appropriate, award the Contract at the rates of the lowest bidder, to the next lowest evaluated bidder whose offer is substantially responsive and is



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determined by the RSPF&FSCL to be qualified to perform the Contract satisfactorily.

- v. Forfeiture of Performance Security: The amount of Performance Security in full or part may be forfeited, including interest, if any, in the following cases:-
- when the bidder does not execute the agreement in accordance with the bid within the specified time period; after issue of letter of acceptance/ placement of supply order; or
 - when the bidder fails to commence the supply of the Goods/Items/Material/Items/Material or Related Services as per supply order within the time specified; or
 - when bidder fails to commence or make complete supply of the Goods/Items/Material/Items/Material or Related Services satisfactorily within the time specified; or
 - When any terms and conditions of the contract is breached; or
 - Failure by the bidder to pay the RSPF&FSCL any established dues under any other contract; or
 - if the bidder breaches any provision of the Code of Integrity prescribed for bidders in the Act and Chapter VI of the Rules and this Bidding Document.
 - Notice will be given to the bidder with reasonable time before Performance Security deposited is forfeited. The decision of PE in this regard shall be final and abided by the bidder.
 - No interest shall be payable on the Performance Security deposited.

17. Taxes & Duties

- Tax shall be deducted at source by RSPF&FSCL as per prevailing rates.
- The successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed.

18. Code of Integrity for Bidders

- No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- Any person participating in the procurement process shall-
 - 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;



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- b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - c) not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
 - d) not misuse any information shared between the RSPF&FSCL and the bidders with an intent to gain unfair advantage in the procurement process;
 - e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - f) not obstruct any investigation or audit of a procurement process;
 - g) disclose conflict of interest, if any; and
 - h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other Procuring Entity.
- iii. Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the RSPF&FSCL may take appropriate measures including: -
- a. Exclusion of the bidder from the procurement process;
 - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - c. forfeiture or encashment of any other security or bond relating to the procurement;
 - d. recovery of payments made by the RSPF&FSCL along with interest thereon at bank rate;
 - e. cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;
 - f. Debarment of the bidder from participation in future procurements of the RSPF&FSCL for a period not exceeding three years.

19. Conflict of interest:

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

A bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to:



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- i. Have controlling partners/share holders in common; or
- ii. Receive or have received any direct or indirect subsidy from any of them; or
- iii. Have the same legal representative for purposes of this bid; or
- iv. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Corporation regarding this bidding process; or
- v. The bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a bidder, in more than one bid; or
- vi. the bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods/Items/Material/Items/Material and Services that are the subject of the bid; or
- vii. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Corporation as engineer-in-charge/ consultant for the contract.
- viii. The bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and as stated above in this Clause along with its bid, in the format specified in Section IV, Bidding Forms.

20. Breach of Code of Integrity by the Bidder:

Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a bidder or prospective bidder, as the case may be, the Corporation may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.

21. Grievance handling procedures during procurement process (Appeals)

Any grievance of a bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the bid, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules and as given in Appendix to this bid.



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B. Bid Data Sheet(BDS)

| | | |
|-----|--|---|
| 1. | Ref.of invitation of bids | 04/2024-25 |
| 2. | Name & Address of RSPF&FSCL(PE) | Rajasthan State Power Finance and Financial Services Corporation Limited. Registered Office: 1st Floor, Rajasthan State Textbook Board, 2-2A, Jhalana Dungri, Jaipur 302004 |
| 3. | Subject Matter of Procurement | Hiring Manpower services (5 MTS/peons and 3 Computer operators) for a period of one year. |
| 5. | Joint Venture/Consortium/ Association of Bidders | Shall Not Be Allowed |
| 6. | Contract Period | One year from the date of execution of agreement |
| 7. | Bid Procedure | Single Stage Two Parts (Technical and Financial) |
| 8. | Mode of Bid Submission | Only Online through e-Proc Portal i.e. http://eproc.rajasthan.gov.in |
| 9. | Bid Evolution criteria | L-1, LCBS |
| 10. | Websites for downloading bidding document, corrigendum's, addendums etc. | http://sppp.rajasthan.gov.in , http://eproc.rajasthan.gov.in http://rspfcl.rajasthan.gov.in |
| 11. | Bid document downloading, RISL processing fee and mode of payment | Bid document fee: ₹ 590/- (500/- + 18% GST) (Rupees Five Hundred ninety rs. only) D.D./NEFT/RTGS in favor of the Corporation. RISL Processing Fee: 500/- (Rupees Five hundred only) through Single Challan on E-GRAS Demand Draft/ Banker Cheque in favour of "Managing Director, RISL" payable at "Jaipur" or RTGS in favor of the Corporation |
| 12. | Estimated Bid Cost/Value | ₹13.00 LAKH |
| 13. | Bid Security and Mode of Payment | Bid Security (2% of Bid Value): ₹ 26000/- (Rupees twenty six thousand only) in Demand Draft /Banker Cheque/RTGS in favour of the Corporation. |
| 14. | Period of downloading of Bidding Document(Start/ End Date) | StartDate:08.07.2024 EndDate:18.07.2024 |



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| | | |
|-----|--|--|
| 15. | Last Date for the submission of bids | 18.07.2024 |
| 16. | Last Date for the submission of bid security, RISL processing fee and bid document fee in PHYSICALLY manner | 18.07.2024 |
| 17. | Date/Time/ of Technical Bid Opening | Date:19.07.2024 Time: 12:30 PM |
| 18. | Date/Time/ of Financial Bid Opening | Shall be displayed on SPPP portal/E-proc portal. |
| 19. | Bid Validity | 90 days from the last date of bid submission. |
| 20. | Language of Bid | English |
| 21. | Alternate Bids | Not permitted |
| 22. | 1st Appellate Authority | Chairman, RSPF&FSCL |
| 23. | 2nd Appellate Authority | Secretary, Finance Budget(AD) |
| 24. | Type of bid submitted | Original bid: Unconditional and with no deviation in specifications |
| 25. | Any clarification about the bid document | Sh. Pankaj Jangid, Asst. General Manager (Adm) Phone No. 0141-2708611. |

Note:

- Bidder (authorised signatory) shall submit their offer of technical and financial bid (single stage two parts (technical and financial) through e-Proc website/portal. However, D.D./NEFT/RTGS for bid document fees, bid security fees and RISL processing fee should be submitted physically at the office of Corporation as prescribed in NIB on or before the given date/time or uploaded along with online bid if deposited online.
- The Corporation reserves the complete right to cancel the bid process and reject any or all of the bids without giving reasons thereof.
- No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between RSPF&FSCL and the successful bidder.
- Bidder (authorised signatory) shall submit their offer on-line in electronic formats both for technical and financial proposal/bids. However, D.D./NEFT/RTGS for bid fees, bid security and RISL processing fees should be submitted physically at the



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- office of RSPF&FSCL as prescribed in bid and or scanned digitally signed copy of same should also be uploaded along with the technical bid/cover.(if paid online).
- e. In case, any of the bidders fails to physically submit the banker's cheque/ demand draft for tender fee, bid security and RISL processing fee on or before last date/time, its bid shall not be accepted. The Banker's Cheque/ Demand Draft for bid document fee and Bid Security should be drawn in favour of the Corporation and the RISL Processing Fee in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" or through RTGS in favor of the Corporation.
 - f. To participate in online bidding process, bidders must procure a digital signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency. Bidders who already have a valid digital signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in>.
 - g. RSPF&FSCL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well in advance so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
 - h. Bidders are also advised to refer "Bidders Manual Kit" available at e-Proc website for further details about the e-Tendering process.
 - i. Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DOIT&C on a regular basis. Bidders interested for training may contact as per details given below:
Contact No:0141-4022688 (helpdesk 10AM to 6 PM on all working days),
24x7 toll free telephonic help desk number 1800-3070-2232
Email: eproc@rajasthan.gov.in
Address: e-Procurement Cell, RISL, Yojana Bhavan, Tilak Marg, C-Scheme, Jaipur.
 - j. The Corporation disclaims any factual or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein is intended only to help the bidders to prepare a logical bid-proposal.
 - k. The provisions of GF & AR, RTTP Act, 2012 and thereto Rules, 2013 including amendment(s) shall be applicable for this procurement/bid.



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C. ELIGIBILITY AND EVALUATION CRITERIA

1. Status and Experience:

Bid in conformity with the Notice for Inviting Bid (NIB) are invited by RSPF&FSCL from competent bidders (**Company/Limited Liability Partnership Firm/ Partnership Firm/ Proprietorship Firm/Service provider/ Contractors**) for providing the required manpower services at the Corporation. The Service providers should have relevant valid registrations certificate, including registration under Rajasthan Contractual Labour (rules and eradication) Act 1970/amendment Act 2014, EPF Act 1952, and Employees State Insurance Act-1948, GST Registration, with PAN Card and should have an experience of at least 3 years during last 5 years towards providing manpower services for services in office or rest house of Govt, department/ PSU /Public Sector Companies/Banks etc.

2. Financial :

The total turnover of last 3 three financial years (during last 5 years) of the bidder should not be less than ₹ 10,00,000/- (₹ Ten lakh)

3. Documents required:

- a) In case of a company, Registration Certificate issued by Registrar of Companies along with Memorandum of Association (MOA) and Article of Association (AOA) should be submitted.
- b) In case of a society, cooperative society, Registration Certificate issued under Societies Registration Act, Cooperative Societies Act along with copy of bye laws is to be submitted.
- c) In case of a partnership firm, Registration Certificate issued by Registrar of Firms along with Power of Attorney in favour of one partner duly signed by all the partners of the firm is to be furnished.
- d) ESI and EPF Registration Certificates.
- e) GST Registration Certificate in the name of the bidder.
- f) Copy of PAN Card,
- g) Any other equivalent document in case of any other registered entity.
- h) Certificate of registration under Rajasthan Contractual Labour Act.
- i) Experience certificate.
- j) Annual Turnover Certificate



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The Supporting Documents as per pre-qualification requirements for the eligibility of the bidder (Check List):

| S.no | Bidder Qualification Requirement/ Condition | Documents to be submitted by Bidder in Support |
|------|---|---|
| 1 | Status of Service provider | As per point number 1 |
| 2 | GST Registration | Registration Certificate. |
| 3 | PAN CARD | Copy of PAN Card |
| 4 | Other registration certificates | Registrations under 1. Rajasthan Contractual Labour (regulation/and abolition) Act 1970/amendment Act 2014 2. EPF Act 1952 3. Employees state insurance Act 1948 |
| 5 | Bidder should have experience of at least 3 years during last 5 years towards manpower supply for services in office or rest house of Govt, department/PSU/Public Sector Companies/ Banks etc. | Minimum 3 work completion certificates/ work order/ issued by the Government Departments/Corporations/Board/ Autonomous Body. |
| 7 | The agency or any of its partners/ Directors etc. should not have been black listed/debarred by any of the Govt, agency or department at state level or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc. by any court or any authority appointed to enforce any labour | Self Declaration as per Annexure-III. |



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| | laws or regulations at the time of submission of bids. | |
| 8 | For financial status of bidder | CA certificate showing Bidder's total Turnover of last 3 three financial years (during last 5 years) which should not be less than Rupees ₹ 10,00,000/- (Rupees Ten lakhs only). |

4. SCOPE OF WORK/SERVICES

A) For MTS/Peon

- Delivering the files to the designated place/officer.
- Cleaning of tables, chairs and other furniture of the officers/employees in the corporation's office.
- Serving refreshments etc. to the officers/employees/visitors.
- Organizing files and maintaining record; photostat.
- To do other work as directed by the corporation administration.

B) For Computer Operators

- Preparation of letters, official documents & information including the work of receipt/dispatch. Maintenance of office records, files, letters, registers and other routine office works.
- Typing work and printing in Hindi and English language at sufficient speed.
- To do data entry work.
- Work in MS Office (MS-word, MS Excel, MS Power Point, etc.).
- Sending/Receiving E-mail.
- To do other allotted work related to the above mentioned points and related to information technology by the concerned officer etc.

5. Bid Evaluation Criteria:

- The rate quoted by the bidder shall be inclusive of all taxes and levies (including EPF & ESI) except GST. Based on total quoted rates (including Service Charge), L-1 bidder shall be preferred for placement of work order.
- After evaluation of the financial bid, if the rates of more than one bidder are found equal, then the bidder who has the highest average turnover in the last 3 financial years (upto 2023-24), will be considered for hiring.



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D. BIDDING FORMS

i. Technical Bid Submission Sheet

Date:

NIB No.:

To:

RSPF&FSCL, JAIPUR.

We, the undersigned, declare that:

- a. We have examined and have no reservations to the Bidding Document, including Addenda No.:
- b. We declare that we fulfill the eligibility and qualification criteria in conformity with the Bidding Document and offer to supply in accordance with the specifications, the delivery schedule and other requirements as specified in Section V, Schedule of Supply, the following Goods and Related Services:
- c. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the bidding document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- d. If our bid is accepted, we commit to obtain a performance security in the amount of percent of the contract price or shall submit the performance security, as the case may be, for the due performance of the contract;
- e. We are not participating, as bidder in more than one bid for supply of the subject services in this bidding process, other than alternative offers, if permitted, in the bidding document;
- f. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract have not been debarred by the State Government or the RSPF&FSCL or a regulatory authority under any applicable law;
- g. We understand that this bid, together with your written acceptance there of included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;
- h. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- i. We agree to permit Government of Rajasthan or RSPF&FSCL or their



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- representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them;
- j. We will enter & processing of all the forms into the electoral system, digitize, and scanned forms/photographs before uploading into the system as per instructions given to us. This will be done within the time period mentioned. If data entry work of forms is higher or urgency, we agree to put extra trained data entry operator without any extra cost to complete the work in the given time.
 - k. We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during the procurement process and execution of the Contract till completion of all our obligations under the Contract;
 - l. Other comments, if any:

Name:

In the capacity of:

Signed:

Date:

Duly authorised to sign the bid for and on behalf of:

Complete Address

Tel.

Email



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Rajasthan State Power Finance and Financial Services Corporation Limited
(A Government of Rajasthan Undertaking)
CIN:U65923 RJ 2012 SGC 041087

Registered Office: 1st Floor, Rajasthan State Textbook Board, 2-2A, Jhalana Dungri, Jaipur 302004
Email : rspfcl@rajasthan.gov.in, Tel. No.: +91-141-2708611
Website : <http://rspfcl.rajasthan.gov.in>

ii. Letter of undertaking

(ON THE LETTER HEAD OF THE BIDDER)

To

RSPF&FSCL
Jaipur.

This bears reference to _____ dated __/__/2024. We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid document.

We hereby certify that no terms and conditions have been restricted by us in the Financial Bid.

We warrant that the services do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall not prevent Department from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.

The above document is executed on __/__/2024 at (place) _____ and we accept that if anything out of the information provided by us is found wrong, our bid/ work order shall be liable for rejection.

Yours faithfully,

Name of the Bidder:

Authorized Signatory:

Seal of the Organization:

Date:

Place:



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iii. SELF-DECLARATION – NON BLACKLISTING

(On Non-Judicial Stamp Paper of ₹ 100/- duly attested by the Notary Public)

To

**RSPF&FSCL
Jaipur.**

In response to the Bid _____ dated _____ 2024, I/we hereby declare that presently our Company/Firm _____ is having unblemished record and is not declared ineligible or blacklisted for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central Govt. /State Govt. / Semi-Govt. / PSU/ University/ Educational Institutions/ Organization/ or Court of Law or by CVCas on date of bid submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD may be forfeited in full and the bid if any, to the extent accepted may be cancelled.

Yours faithfully,

Name of the Bidder:

Authorized Signatory:

Seal of the Organization:

Date:

Place:



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iv. Technical Bid Form

| | | |
|----|---|---------------------------|
| 1 | Name of Firm:- | |
| 2 | Address for Correspondence:- | |
| 3 | Telephone Number:- | |
| 4 | Email:- | |
| 5 | Bid Cost Details | |
| | Amount | ₹ 590/- (₹ 500/-+ 18%GST) |
| | Bank DD Number With date/ E-payment Details | |
| | Name of Bank | |
| 6 | Bid Security Details | |
| | Amount | ₹ 26000/- |
| | Bank DD Number With date/ E-payment Details | |
| | Name of Bank | |
| 7 | RISL processing fees | |
| | Amount | ₹ 500/- |
| | E-GRAS Challan/Bank DD Number With date/RTGS details | |
| | Name of Bank | |
| 8 | Registration Details (Number / date) | |
| 9 | Self Declaration by bidder regarding Blacklist Attached (YES/NO) | |
| 10 | Name and position of the person authorized to sign the Bid document | |



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| | | | |
|----|--|---------------------------------------|----------------------------|
| 11 | Avg. turnover of firm for the last 3 F.Y(should not be less than ₹ 10,00,000/- (Rs.Ten lakh) Attach a C.A Certified copy | Year 2021-22 2022-23 2023-24 | Turnover(In lakh) |
| 12 | Work Experience Certificate (Attached self certified copy of relevant documents) | | |
| | Name of office | Year | Tenure |
| | | 2019-20 | Copy of relevant documents |
| | | 2020-21 | |
| | | 2021-22 | |
| | | 2022-23 | |
| | | 2023-24 | |
| 13 | Details of Registration in relevant Act:-(Attached a self certified Copy) | | |
| | Particulars | Reg. No | Year |
| A | Rajasthan Contractual Labour (rules and eradication) Act 1970/amendment Act 2014 | | |
| B | Employees' Provident Fund Act,1952 | | |
| C | Employees State Insurance Act-1948 | | |
| D | GST Registration | | |
| E | PAN CARD | | |
| F | Rajasthan Shops and Commercial Establishments Act, 1958 Or Indian Partnership Act,1932 Or Indian Companies Act,1956/2013 | | |
| G | Registration in Labor Department | | |

Date:-

Authorized Signature with stamp



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v. Financial Bid Format(BOQ)

(Sample only)
to be filled in online BOQ)

| S.No | Nature Of Work | Minimum wages as per labour department | Rates quoted by the bidder | EPF (13%) | ESI (3.25%) | GST (18%) | Service Charge | Total Amount |
|------|-------------------------------------|---|----------------------------|-----------|-------------|-----------|----------------|--------------|
| 1 | 2 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 1 | Computer operators with Machines-03 | ₹ 359/- per day (₹ 9334/- per month) | | | | | | |
| 2 | MTS/ Peons-05 | ₹ 297/- per day (₹ 7722/- per month) | | | | | | |

Date:

Sign:

Name:

Stamp:



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E. GENERAL CONDITIONS OF BID

- i. The Corporation wishes to receive bids for selection of a bidder to whom the manpower supply work may be awarded as per the provisions of the bid document.
- ii. Bidder shall be required to submit its bid containing all details as required in bid forms (technical form and financial form).
- iii. The bidder should have not been blacklisted and no vigilance inquiry or criminal case should be pending against the person on the last date of submission of bid.
- iv. 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.
- v. The Corporation reserves the right to contact the bidder, their previous organization 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).
- vi. Failure by the bidder to provide all requisite information in the bid or additional information required by the corporation 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.
- vii. The Corporation 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 corporation 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 clause 5 of this bid document;
 - g) if a bidder withdraws its bid during the period of bid validity as specified in



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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.
- viii. In the event corporation disqualifies any bidder, the corporation may forfeit the bid security of such disqualified bidder.
- ix. Scanned copy of the DD/NEFT/RTGS details for above payments/fee shall be uploaded on www.eproc.rajasthan.gov.in along with the submission of technical bid. Original demand drafts shall be submitted physically to the corporation on date, time and venue as given in schedule of bidding process.
- x. Bid security of ineligible bidder(s) shall be returned by the corporation 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 corporation.
- xi. 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.
- xii. No bidder shall submit more than 1 bid for the manpower service in response to the bid document. any bidder who submits more than 1 bid for the same consultancy work shall be disqualified.
- xiii. Bidders shall be responsible for all the costs associated with the preparation of their bids and their participation in the bidding process. the corporation shall not be responsible or in way liable for such costs, regardless of the conduct or outcome of the bidding process.
- xiv. M.D, RSPF&FSCL reserves all rights to accept or reject in part or full any or all the offers without assigning any and/or to withdraw relax any of the terms and conditions mentioned above.



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F. TECHNICAL CONDITIONS OF BID

Notwithstanding anything contained to the contrary in the specification or bid or any subsequent exchange of correspondences, these General Conditions of Contract shall prevail and shall be binding on the Contractor and any change or variation expressed or impressed howsoever made shall be inoperative, unless expressly sanctioned by the RSPF&FSCL. The Contractor shall be deemed to have fully informed himself and to have specific knowledge of the provisions of the General Conditions of Contract mentioned hereunder.

1. Definition Of Terms:

In constructing these general conditions and the annexed specification, the following words shall have the meaning herein assigned to them unless there is anything in the subject or context inconsistent with such construction.

- a) The "**CORPORATION (RSPF&FSCL)**" shall mean the Rajasthan State Power Finance and Financial Services Corporation Limited represented by the Managing Director and shall include their legal personal, representative, successors and assignees.
- b) The "**BIDDER**" shall mean and include any firm or any Company or Body incorporate or Authorized person who has submitted the Bid in response to "Invitation of Bid".
- c) The "**CONTRACTOR/ SERVICE PROVIDER**" shall mean the Bidder whose bid has been accepted by the RSPF&FSCL and shall include the Bidder's heirs, legal representatives, successors and assignees approved by the RSPF&FSCL.
- d) The "**PROCURING ENTITY**" shall mean the General Manager (Finance), RSPF&FSCL, to act as Authority for the purpose of the contract.
- e) The "**CONTRACT**" shall mean and include the following:
 1. Invitation of bid.
 2. Instructions to bid.
 3. Bid form including schedule of prices.
 4. Bid security deposit.
 5. Letter of award and its acknowledgement.
 6. Technical term and condition
 7. General term and condition.
 8. Special conditions of contract (scc)/special instructions (if any).
 9. Agreement to be entered into under point 2 of general condition.
 10. The "**PLACE OF WORK**" shall mean the place at which the Contractor is responsible for carry out work & to provide manpower.



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11. The "**LETTER OF AWARD**" shall mean the RSPF&FSCL's letter conveying his acceptance of the bid subject to such reservations as may have been stated therein.

12. The "**CONTRACT PRICE**" shall mean the sum calculated in accordance with the provisions of the Contract/work order or any amendments thereto.

2. Contract Agreement:

The successful bidder shall have to execute the contract agreement for the proper fulfillment of the contract within given period specified in the letter of award of work. The firm shall furnish agreement on non-judicial stamp paper of ₹ 500/- only at his cost to the Corporation.

3. Workmanship And Contractors Responsibility:

The contractor shall be responsible for providing manpower and other services during contractual period covered under the scope of the contract according to the terms and conditions of bid/work-order/contract agreement. Deviations, if any, from the approved/specified conditions shall be brought to the notice of the MD, RSPF&FSCL, Jaipur, his decision shall be final. If at a later date, it is found that the contractor has not provided the staff and other services according to the specifications mentioned in bid/work-order /agreement and not found satisfactory, then in that case, all the payments made to the contractor for the purpose shall be recovered or penalty may be imposed as per decision of procurement entity OR as per condition of contract.

4. Contractual Period:

- i. The contractual period for providing manpower services including other services as mentioned in the bid document shall be of 12 Months.
- ii. The commencement of contractual period shall be from the date specified in letter of award of work by RSPF&FSCL.

5. Service Performance and Penalty:

Two type of penalty is envisaged to be recovered from contractor i.e. availability of designated/ agreed manpower and Service Performance as per defined scope of work.

a) Availability of Manpower:

The contractor is required to maintain the availability of manpower as designated/agreed eligibility in the contract/as per bid. If any personnel is required to be substituted by the contractor, then contractor should pre-inform and get approval of RSPF&FSCL for such substitution. Following penalty and action shall be taken on defaults



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| Sr. No. | Description | Penalty to be recovered/action to be taken |
|--|--|---|
| 1. | If unauthorized absence of designated/agreed manpower in contract is found by RSPF&FSCL. | penalty of charges of one day (proportionate) from monthly charges shall be imposed for every unauthorized absence of designated/agreed manpower in contract. |
| Note: If such absence of designated/agreed manpower will exceed by 5 days in a month then RSPF&FSCL shall have right to terminate the contract and forfeit Security Deposit of the Contractor. | | |

b) Service Performance: The contractor' shall assign sincere, obedient, competent and efficient persons for performing the job work. If any person is required to be replacement due to unsatisfactory performance or any other valid reason, whatsoever, the same shall have to be replaced by the contractor positively within three days. A penalty of ₹ 200/- per day will be imposed after three days.

6. Terms Of Payment:

- i. Payment for the Manpower services will be made on monthly basis based upon acceptable deliverables as per actual deployment of manpower after receipt of bill in duplicate. The bidder shall have to make monthly payments in the bank accounts of the persons engaged by the firm and he shall have to furnish the details of payments made by him every month with the bill of the next month.
- ii. During the period of contract, if minimum wages are revised by the labour Department, the bidder shall be paid as per revised rates and he is bound to pay the difference of payment made to him to concerned persons.
- iii. The bidder shall have to deposit the employer's as well as the employee's share of EPF & ESI as per latest rates notified by the Central/State Government within due date. The employee's share will be deducted from the remuneration of the person engaged whereas the employer's share shall be paid by the corporation.
- iv. The bidder shall submit the copies of challan of ESI & EPF so deposited every month with the bill of the next month to enable organisation to make payment of the bill.
- v. No interest on delayed payment (if any) shall be payable by the Corporation and such delay will not entitle contractor for any compensation



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7. Termination

- i. RSPF&FSCL may at any time terminate the Contract for any reason by giving one month notice to the Contractor for termination:
 - a) In the event when both parties mutually agree to terminate the contract, on account of force majeure or any other mutually agreed reason, termination shall take effect from the date and time to be agreed upon mutually.
 - b) In the event of non-satisfactory work performed by the contractor under this contract, the RSPF&FSCL may terminate the contract after serving 30 days advance notice in writing and also forfeit performance security.

8. Assignment

Neither the RSPF&FSCL nor the Contractor shall, without the express prior written consent of the other party (which consent shall not be unreasonably withheld), assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or there under, except that the Contractor shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

9. Change Of Name Of The Bidder/Service Provider:

- i. At any stage after bidding, RSPF&FSCL shall deal with the Service Provider/ Contractor only in the name and at the address under which it has submitted the bid. All the liabilities/responsibilities for due execution of the Contract shall be that of the Service Provider/ Contractor and in no circumstances, it shall be relieved of any obligations under the Contract.
- ii. Any change/alteration of Name/Constitution/Organization of the Service Provider/ Contractor shall be duly notified to RSPF&FSCL and RSPF&FSCL reserves the right to determine the Contract, in case of any such Notification.
- iii. Deduction From Contract Prices:
The amount of all costs, damages or expenses or other sums which under a particular Contract are payable by the Contractor to the RSPF&FSCL shall be deducted by the RSPF&FSCL from the amount due or becoming due to the Contractor under the state or any other Contract without prejudice to the RSPF&FSCL's right to recover the same by ordinary process of law.

10. Further Correspondence:

Any clarification about the bid document may be obtained on phone from Sh. Pankaj Jangid, Asst. General Manager (Admin.) of the Corporation at the Phone No. 0141-2708611. All correspondence pertaining to the work order in respect



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of any clarification required on the terms and conditions etc. should be addressed to the General Manager(Finance) Rajasthan State Power Finance and Financial Services Corporation Limited, 1st Floor, Rajasthan State Textbook Board, 2- 2A, Jhalana Dungri, Jaipur 302004.

11. Disputes:

Any dispute arises between the Service provider/ Contractor and RSPF&FSCL, shall be settled within jurisdiction of Jaipur procedurally during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the Service provider/ Contractor on the points of dispute. The representation so received shall be examined by the Managing Director, RSPF&FSCL. The Service provider/ Contractor will also be given an opportunity of being heard. The Managing Director, RSPF&FSCL will take a decision on the representation and RSPF&FSCL will convey it in writing to the Service provider/ Contractor which would be final and binding to all.

12. Liability For Damages

The contractor shall be entirely responsible for all loss, damage of equipments or any other material etc. of the Building caused due to their negligence during the tenure of the contract.

In case of failure on part of the contractor the Corporation may get the work executed on risk cost of the firm.

13. Acceptance Of Order:

The acceptance of the work order shall be conveyed to the General Manager(Finance), RSPF&FSCL, Jaipur within time specified in letter of award failing which it will be presumed that all the terms and condition.

14. Service Provider's Obligations:

The service provider shall have the following but not limiting obligations in meeting the scope of work under the contract:

- i. Service Provider shall carry out the works assigned under the contract strictly under the directions of the Corporation.
- ii. Every employee of service provider shall have to be enrolled for the membership of Employees Provident Fund in accordance of the provisions of "Employee Provident Fund" and Misc. provision Act-1952 with all the amendments as may be enacted by the Provident Fund Commissioner from time to time.



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- iii. The service provider shall be responsible for deduction towards EPF contribution from workers (as per Govt, rules) and remittance to EPF authorities together with the amount contributed by him as per latest notification/amendment of Govt. It will ensure timely deposition of EPF & ESI contributions of employees with the concerned authority along with his share. The service provider shall also remit the ESI amount of his employees. The rates quoted by the bidder shall include EPF and ESI contributions (as applicable by law) of EMPLOYER.
- iv. The Service Provider shall be responsible for payment of wages to each worker employed by it as contract personal/labour, in accordance with the provisions of the law. Monthly remuneration to each worker employed by him shall be same as rates quoted under the contract. The payment of wages to the employees shall be deposited by the service provider in their bank accounts.
- v. The service provider shall in no case pay its manpower, less than the minimum mandatory rates per day in accordance with the minimum wages fixed by Government and a record of that should be kept in a register, which may be made available for examination to RSPF&FSCL as and when demanded.
- vi. The service provider's manpower shall not claim any benefit/ absorption/ compensation/ regularization of services from/in this office under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
- vii. On the breach of any terms and condition of this contract or failure in implementing the statutory rules and regulations by the contractor, the Corporation shall be entitled to forfeit the security deposit.
- viii. The Corporation reserves the right to award this work to alternate agency in case of failure to provide manpower & other services as per work order at the risk and cost of the Service provider and in such cases, the expenditure shall be recovered from the Service provider.
- ix. Managing Director, RSPF&FSCL will be the final authority for deciding disputes, if any, arising out of the contract between the RSPF&FSCL and the Service provider. The Corporation reserves all rights to accept/reject the deployment.
- x. The manpower provided for service by the agency should not have any adverse police records/criminal cases against them.



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Email : rspfcl@rajasthan.gov.in, Tel. No.: +91-141-2708611
Website : <http://rspfcl.rajasthan.gov.in>

- xi. The firm should have not been blacklisted by any of the Govt. Department/Public Sector undertakings and no vigilance enquiry or criminal case should be pending against the firm on the last date of submission of bid.

15. Corporation's Obligations:

- i. The particular person/service shall be used as per requirement/ work order of RSPF&FSCL. The number of person/services may be increased or decreased by the RSPF&FSCL during currency of the contract at the quoted rate.
- ii. RSPF&FSCL shall provide all available information relevant to the work assigned under the contract.



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G. ADDITIONAL FORMS

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

Any person participating in a procurement process shall –

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

Conflict of Interest:-

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

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

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/ shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or



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



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Annexure B : Declaration by the Bidder regarding Qualification
(Declaration by the Bidder)

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

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the bidding document issued by the procuring entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or 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;

(Signature of bidder)

Date:

Name:

Place:

Designation:

Address



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Annexure-C Grievances Redressal during Procurement Process

The designation and address of the First Appellate Authority is **Chairman, RSPF&FSCL.**

The designation and address of the Second Appellate Authority is **Secretary Finance (Budget), GoR.**

1. Filing an appeal

If any bidder or prospective bidder is aggrieved that any decision, action or omission of the RSPF&FSCL is in contravention to the provisions of the act or the rules or the guidelines issued there under, he may file an appeal to first appellate authority, as specified in the bidding document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

Provided further that in case a RSPF&FSCL 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 endeavor to dispose it of within thirty days from the date of the appeal.
3. If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the RSPF&FSCL is aggrieved by the order passed by the first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to second appellate authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the first appellate authority, as the case may be.

4. Appeal not to lie in certain cases

No appeal shall lie against any decision of the RSPF&FSCL relating to the following matters, namely:-

- (a) determination of need of procurement;



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

5. Form of Appeal

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.

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

Every appeal may be presented to first appellate authority or second appellate authority, as the case may be, in person or through registered post or authorized representative.

6. Fee for filing appeal

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

7. Procedure for disposal of appeal

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



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FORM No. 1 [See rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act,
2012 Appeal No..... of

Before the..... (First / Second Appellate Authority)

1. Particulars of appellant:

- (i) Name of the appellant:
- (ii) Official address, if any:
- (iii) Residential address:

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

- i)
- (ii)
- (iii)

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

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

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

6. Grounds of appeal:
(Supported by an affidavit)

7. Prayer:

Place
Date.....

Appellant's Signature



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Annexure D: ADDITIONAL CONDITIONS OF CONTRACT

1. Correction of arithmetical errors

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

if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the RSPF&FSCL 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;

- i. 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
- ii. 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.

2. Procuring Entity's Right to Vary Quantities:

In present case the RSPF&FSCL may extend the period of engagement by placing a repeat order on the rates and conditions of the original order. However, the additional period shall not be more than 50% of the original contract period.