



राजस्थान स्टेट पावरफाइनेन्सएण्ड फाइनेन्शियल सर्विसेज कॉरपोरेशनलिमिटेड  
*Rajasthan State Power Finance and Financial Services Corporation Limited*  
(A Government of Rajasthan Undertaking)  
CIN:U65923 RJ 2012 SGC 041087

Registered Office: 1<sup>st</sup> Floor, Rajasthan State Textbook Board, 2-2A, Jhalana Dungri, Jaipur 302001  
Email : rspfcl@rajasthan.gov.in, Tel. No.: +91-141-2708611, Fax-2708611  
Website : http://rspfcl.rajasthan.gov.in

F.No.F1(e)(2)RSPF&FSCL/MP/2023/133

Dated:- 8/3/2023

**Notice Inviting Bid**  
**(NIB)No:- 06/2023**

Open bids are invited for the procurement of services of 6 persons for peon service and 2 Computer operators with Machines 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	Procuring Entity	Rajasthan State Power Finance and Financial Services Corporation Ltd (RSPF&FSCL)
2	Work detail	Hiring Manpower services (6peon and 2Computer operators with Machine) for the period of one year.
3	Estimated cost of the work	₹ 09.00 Lacs
4	Cost of Bid Document	₹ 118/-
5	Bid Security	₹ 18000/-
6	Start Date of Downloading Bid document	From: 08.03.2023
7	End Date of Downloading Bid document	Upto: 16.03.2023
8	Last Date of Submission of Bid (Bid Due Date)	Upto: 16.03.2023 and 05:00 PM
9	Date, Time and Venue of Technical Bid Opening	On: 17.03.2023 and 12:30 PM Venue: Registered office of the Corporation.
10	Date, Time and Venue of Financial Bid Opening	Shall be intimated to the technically qualified bidders at appropriate time.
11	Issue of Letter of engagement to Selected Bidder	Shall be intimated to the selected bidder at appropriate time.



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12	Signing of Contract Agreement	Within 15 days of Letter of engagement.
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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 documents form [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) and the website of the Corporation i.e. <http://rspfcl.rajasthan.gov.in>.
2. The Bidding comprises of two part system. The Technical Bid(Annexure-I) and the Financial Bid(Annexure -II). Bidder shall submit their offer in prescribed formats of technical and financial proposal.
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 transfers 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
4. If, Bid Fee, and Bid Security amount are not submitted with technical bid within the prescribed time, then the bid shall be rejected.
5. The Managing Director, RSPF&FSCL reserves the right to cancel/reject the any/all bids without assigning any reason.
6. 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**

### **1. Introduction**

- 1.1. 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.
- 1.2. RSPF&FSCL, a non-deposit taking systemically important NBFC registered with Reserve Bank of India, is looking to engage an experienced manpower providing firm for "Hiring a Services of Six (6) peons and Two(2) Computer operators with Machines for the Corporation on job basis through open competitive procurement method. Brief of the work is given below

Name of Work	Estimated value (GST & all Inclusive)	Bid Security	Tender Docume nt Fees
Providing the manpower services of Six (6) persons for peon services, Two(2) Computer operators with Machines.	₹ 09.00 lac	₹ 18,000/-	₹ 118/-

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

- 2.1 The Corporation has adopted a single-stage, two-part (Technical Bid and Financial Bid), open competitive bidding process as per the provisions of Rajasthan Transparency in Public Procurement Act (RTPPA), 2012 and Rajasthan Transparency in Public Procurement Rules (RTPPR), 2013 for selection of a Bidder for award of the above work.
- 2.2 Bidders are invited to submit their Bids (technical Bid and financial Bid separately) for the manpower supply work in accordance with the provisions of the Bid document.



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- 2.3 The bid is to be submitted in sealed envelopes containing two separate envelopes in it one for Technical Bid and another for Financial Bid.
- 2.4 The Bidder has to follow all the provisions of RTPP Act, 2012 and RTPP, Rules 2013.
- 2.5 In case of any change in bidding schedule or in bid document, information shall be given through website of the corporation or through SPPP(only).

### 3. **Schedule of Bidding Process**

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

S. N.	Event Description	Date
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12	Signing of Contract Agreement	Within 15 days of Letter of engagement.
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The above schedule is tentative. The Corporation 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.

#### 4. SUBMISSION OF TENDERS:

- 4.1 Tenders shall be submitted offline in the prescribed format of Technical and Financial Bid (separately) at the registered office of the Corporation on scheduled time and date.
- 4.2 No addition/alternation should be made in the form of the tender specification and schedules. The tenderer must comply entirely with the specification. Conditional tender will be rejected.
- 4.3 The tender and all accompanying documents shall be in English/Hindi Language and shall be signed each page by authorized person. The name, designation and authority of the signatory shall be stated in the tender.
- 4.4 RSPF&FSCL will not be responsible to accept any cost involved in the preparation or submission of tenders.
- 4.5 The bidder will have to deposit the following with Technical Bid at the registered office of the Corporation situated at 1<sup>st</sup> Floor, Rajasthan State Textbook Board, 2-2A, Jhalana Dungri, Jaipur 302004 upto schedule time.

Description Fee	Amount	Mode of Payment and Payable to
Tender Fee	₹ 118/- (Incl. GST)	Demand Draft (DD)/ Banker's Cheque in favour of "RSPF&FSCL" payable at Jaipur or through electronic transfers i.e. NEFT on below mentioned account details.
Bid Security	₹18,000/-	Demand Draft (DD)/ Banker's Cheque in favour of "RSPF&FSCL, Jaipur or through electronic transfers i.e. NEFT on below mentioned account details.



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Details for E-payment:-

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

- 4.6 Deposition of tender cost and Bid security/EMD at RSPF&FSCL Office up to prescribed date & time is essential otherwise the Technical bid in electronic form of that bidder will not be opened.
- 4.7 Telegraphic tender/quotation or tender given in the form other than prescribed form will not be considered.
- 4.8 The bids should be submitted in two sealed covers:-  
(A) The first sealed cover should be superscripted "Technical Bid" and should contain:  
I. DDs/online details towards Cost of tender document and Bid security/EMD as detailed in point No. 4.5 above.  
II. All the documents/details/information and schedules & formats as per tender except Price Bid as detailed in point No. 5.5.2.  
(B) The second sealed envelope superscripted "Financial Bid" should contain only rates which are to be quoted for per person per month basis.(for 26 days in a month) Annexure-III of this document is to be used for quoting rates.  
(C) Both the sealed covers should be placed in the main sealed envelope superscripted "Tender for Manpower Services". This should be addressed to the General Manager (Finance), Rajasthan State Power Finance and Financial Services Corporation Ltd, 1<sup>st</sup> Floor, Rajasthan State Textbook Board, 2-2A, Jhalana Dungri, Jaipur 302004 up to 16.03.2023 at 5:00 PM.  
(D) Submission of price in with Technical bid may be considered disqualification and such bids will be finally rejected in technical evaluation and Financial Bid of such bids will not be opened.  
(E) Any bid by e-mail will not be accepted. The delay due to courier/post shall not be accepted.





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(F) In no case, time extension on such pretext shall be entertained by RSPF&FSCL.

## 5. TECHNICAL TERM AND CONDITIONS

### 5.1 Bid Security/ Earnest Money Deposit:

5.1.1. The bidder shall have to deposit Bid Security/ EMD as per clause 4.5 of this Section.

5.1.2. Any tender not accompanied by a valid Bid Security/ Earnest Money Deposit shall be rejected and the Financial Bid will not be opened.

5.1.3. In case of unsuccessful tenderer (s), the Bid Security/ EMD will be released by RSPF&FSCL after one month of finalization of tender and execution of the Contract Agreement with the successful bidder. The unsuccessful tenderer shall get the refund of earnest money deposit through request letter to RSPF&FSCL for release of Bid Security/EMD.

In case of successful tenderer, the Bid Security/ Earnest Money Deposit will be refunded soon after final acceptance of successful bid and signing of Agreement and submission of Performance Security.

5.1.4. Request for adjustments of Bid Security/ Earnest Money Deposit (if any) by the amount already lying with the RSPF&FSCL in connection with some other tenders/orders, shall not be entertained.

5.1.5. No interest shall be payable on such Deposits.

5.1.6. The firm should have not been blacklisted by any of the Govt. Department/Public Sector undertakings and No vigilance inquiry or Criminal case should be pending against the firm on the last date of submission of bid.

5.1.7. The Bid security taken from a bidder shall be forfeited in the following cases, namely:-

- a) when the bidder withdraws or modifies its bid after opening of bids;
- b) when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
- c) when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
- d) when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
- e) if the bidder breaches any provision of code of integrity prescribed



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for bidders specified in the Act and Chapter VI of the RTPP Rules 2013.

## 5.2 Opening Of Tenders:

- 5.2.1. All the bids submitted up to specified date and time shall be opened on the date and time at the specified place in the presence of bidders or their authorized representatives who may choose to be present. Alternatively.
- 5.2.2. The bidders should provide complete information at the time of submission of bid. If the bidders are asked to furnish some more clarification/confirmation/document, if any subsequent to opening of bid, they shall be required to furnish the same within specified time, failing which the case shall be evaluated & finalized/decided on the basis of available information/documents. The responsibility of furnishing of desired information/documents shall be solely of the bidder. However, if there are any shortcomings in the submission of the information which do not materially affect the qualification criteria, then the Bid Evaluation Committee shall have the power to consider the facts on the merit of the case and decide the bid evaluation accordingly. The Bid Evaluation Committee shall also have the power to accept minor deviations in the bids of the bidders.
- 5.2.3. The price bid of only technically qualified bidders shall be opened at the registered office of the Corporation on subsequent date to be decided by RSPF&FSCL and conveyed to the qualified bidders.

## 5.3 Format And Signing Of Bid:

- 5.3.1 The bid forms/templates/annexure etc., wherever applicable in Bid shall be typed or written in indelible ink and shall be signed (all the pages) by a person duly authorized to sign, in token of acceptance of all the terms and conditions of the bidding document. This authorization shall consist of a written letter of Authorization.
- 5.3.2 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the authorized person signing the bid.

## 5.4 Validity Of Offers:

The validity period of the offered bid will be 90 days from the date of opening of tender (Technical part), which may be extended by the





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bidders on the same terms & conditions of the tender, for such period as may be requested by RSPF&FSCL.

## 5.5 Eligibility Criteria

### 5.5.1. Status and Experience:

Bid in conformity with the Notice for Inviting Bid (NIB) are invited by the RSPF&FSCL from competent and qualified 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 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.**

### 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/- (Rs. Ten lakh)

### 5.5.2. Documents required:

- 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.
- 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.
- 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.
- ESI and EPF Registration Certificates.
- GST Registration Certificate in the name of the Bidder.
- Copy of PAN Card. (g) Any other equivalent document in case of any other registered entity.



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- g) Certificate of registration under Rajasthan Contractual Labour Act.
- h) Experience certificate.
- i) Annual Turnover Certificate

The Supporting Documents as per pre-qualification requirements for the eligibility of the bidder confirming to point No.5.5.1 and 5.5.2 (Check List):

S.no	Bidder Qualification Requirement/ Condition	Documents to be submitted by Bidder in Support
1	Status of Service provider	As per 5.5.1
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 5 Work Compilation 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 or	Self Declaration as per Annexure-III (Print on non-judicial stamp of ₹ 50/-)





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	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 laws or regulations.	
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 Rs. 10,00,000/- (Rupees Ten lakhs only).

### 5.5.3 Scope of work/Services

#### A) For 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.
- To do other work as directed by the corporation administration.

#### B) For Computer machines and Operators

Minimum specification of Computer machine

- (a) **Computer:** - intel Core i3 with Ram 4 GB or higher, hard disk 1 TB. 18.5 Inch TFT Display. 10/100/1000 Mbps LAN Card, wifi Adapter, DVD Writer, Standard Keyboard, Optical Scrolling Mouse, Standard Serial, Parallel & USB Ports, Window 10. Antivirus, Atleast Preinstalled MS Office 2016. Responsibility or software license will be borne by the Successful Bidder.
- (b) **Printer:-** black and white Multifunctional laser printer with minimum speed 18 ppm.
- (c) **UPS:-** Online/ Offline UPS for above Computer and printer with minimum 30 minutes battery backup.



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The job description of the trained personnel (operator) is as follows:-

- 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.

**5.6 Prices/ Charges:**

- 5.6.1. Tenderer shall quote their prices/charges for each and every person in the Financial Bid(prescribed format).
- 5.6.2. No representation from successful tenderer for enhancement of rates or deviation in terms & conditions once accepted during the validity period of his offer, will be considered.

**5.7. Amendment/ Corrigendum In Specifications:**

The Managing Director, RSPF&FSCL, Jaipur may revise or amend the specifications and timings for bid opening prior to the date notified for submission/ opening of the tenders/ published on the company/ tender website. Such revision or amendment or corrigendum, if any, will be published/uploaded on [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) and the website of the Corporation i.e. <http://rspfcl.rajasthan.gov.in> as amendment or addenda or corrigendum to this invitation of the tender.

**5.8. Bid Evaluation Criteria:**

- 5.8.1 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), L1 bidder shall be preferred for placement of work order.
- 5.8.2 After evaluation of the Financial bid, if the rate of more than one bidder comes to the equal, then the bidder who has the highest turnover in the last 3 years, his bid will be considered as the lowest.





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## 6. GENERAL CONDITIONS OF CONTRACT

Notwithstanding anything contained to the contrary in the specification or tender 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.

### 6.1 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 "**TENDERER**" shall mean and include any firm or any Company or Body incorporate or Authorized person who has submitted the Tender in response to "Invitation of Tender".
- c) The "**CONTRACTOR/ SERVICE PROVIDER**" shall mean the Tenderer whose tender has been accepted by the RSPF&FSCL and shall include the Tenderer's heirs, legal representative, successors and assignees approved by the RSPF&FSCL.
- d) The "**PROCUREMENT 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 Tender.
  2. Instructions to Bidders.
  3. Tender Form including schedule of prices.
  4. Earnest money Deposit/Security Deposit.
  5. Letter of award and its acknowledgement.
  6. Technical term and Condition
  6. General term and Condition.
  7. Special Conditions of Contract (SCC)/Special instructions (if any).
  8. The Agreement to be entered into under 6.2 of these General



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Email : rspfcl@rajasthan.gov.in, Tel. No.: +91-141-2708611, Fax-2708611  
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Conditions.

- e) The "**PLACE OF WORK**" shall mean the place at which the Contractor is responsible for carry out work & to provide manpower.
- f) The "**LETTER OF AWARD**" shall mean the RSPF&FSCL's letter conveying his acceptance of the tender subject to such reservations as may have been stated therein.
- g) The "**CONTRACT PRICE**" shall mean the sum calculated in accordance with the provisions of the Contract/work order or any amendments thereto.

**6.2 Contract Agreement:**

The successful tenderer 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. He shall furnish agreement on non judicial stamp paper of Rs. 500/- only at his cost to the Corporation.

**6.3 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.

**6.4 Performance Security Deposit:**

- 6.4.1. In order to secure/assure the fulfillment of the contract, the successful tenderer, upon issue of work order, shall furnish Performance Security with Contract Agreement within period as mentioned in Letter of Award of work, an amount equivalent to 2.5% (upto 31.3.2023 thereafter as per rules) of the contract value in the form of Bank Draft/ Banker's Cheque in favour of Managing Director, RSPF&FSCL payable at Jaipur or through NEFT/E-payment.
- 6.4.2. Unless otherwise specifically required to be retained/forfeited by the RSPF&FSCL, the Performance Security Deposit shall be refunded on request of the Contractor after one month from completion of all contractual obligations to the satisfaction of the RSPF&FSCL.





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6.4.3. If the Contractor fails or neglects to observe or perform any of his obligation under the contract, it will be lawful for the RSPF&FSCL to forfeit either in whole or in part at his absolute discretion, the performance security deposit furnished by the Contractor.

6.4.4. No interest shall be payable on such deposits. Bank charges or any other charges, if any, shall be to the Contractor's account. If the Contractor fails to provide the Security within the period specified, such failure shall constitute a breach of the Contract and the RSPF&FSCL shall be entitled to make other arrangements and the Earnest money deposited by the Contractor shall stand forfeited to the RSPF&FSCL and may take action to debar the bidder from the future business in RSPF&FSCL.

**6.5 Taxes, Duties And Other Levies:**

6.5.1 The bidder shall quote the charges inclusive of all applicable statutory taxes, duties and levies excluding GST.

6.5.2 The GST as per prevailing rate will be paid extra by the RSPF&FSCL. Any statutory variation in the rate of GST during the contractual period shall be on the part of RSPF&FSCL.

6.5.3 RSPF&FSCL shall however have the right to make the statutory deductions in the due payments to the firm for which wherever applicable, the deduction certificate shall be issued by the RSPF&FSCL's paying authority.

**6.6 Contractual Period:**

6.6.1. The contractual period for providing manpower services including other services as mentioned in the tender document shall be of 12 Months.

6.6.2. The commencement of contractual period shall be from the date specified in letter of award of work by RSPF&FSCL.

**6.7 Service Performance And Penalty:**

6.7.1. 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



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shall be taken on defaults:

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 provide sincere, obedient, competent and efficient persons for performing the assigned work. If any person needs 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 Rs. 200/- per day will be imposed after three days.

#### 6.9 Terms Of Payment:

- 6.9.1 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.
- 6.9.2 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.
- 6.9.3 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.
- 6.9.4 The employee's share will be deducted from the remuneration of the





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person engaged whereas the employer's share shall be paid by the corporation.

6.9.5 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.

6.9.6 No interest on delayed payment (if any) shall be payable by THE Corporation and such delay will not entitle contractor for any compensation

#### **6.10 Termination**

6.10.1 The 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.

#### **6.11 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.

#### **6.12 Change Of Name Of The Tenderer/Service Provider:**

6.12.1 At any stage after tendering, the RSPF&FSCL shall deal with the Service Provider/ Contractor only in the name and at the address under which he has submitted the tender. All the liabilities/responsibilities for due execution of the Contract shall be that of the Service Provider/ Contractor and in no circumstances, he shall be relieved of any obligations under the Contract.

6.12.2 Any change/alteration of Name/Constitution/Organization of the Service Provider/ Contractor shall be duly notified to the RSPF&FSCL and the RSPF&FSCL reserves the right to determine the Contract, in case of any such Notification. In the event of such determination, the



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RSPF&FSCL may get the work executed from elsewhere at the risk and cost of the Contractor.

**6.15 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 by him 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.

**6.16 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 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, 1<sup>st</sup> Floor, Rajasthan State Textbook Board, 2-2A, Jhalana Dungri, Jaipur 302004.

**6.17 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.

**6.18 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.

**6.19 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 conditions.





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#### 6.20 Service Provider's Obligations:

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

- a) Service Provider shall carry out the works assigned under the contract strictly under the directions of the Corporation.
- b) 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.
- c) 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. He will ensure the 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.
- d) The Service Provider shall be responsible for payment of wages to each worker employed by him as contract personal/labour, in accordance with the provisions of the law. Monthly remuneration to each worker employed by him shall be same as quoted rates under this contract. The payment of wages to the employees shall be deposited by the service provider in their bank accounts.
- e) 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.
- f) 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.
- g) The Service provider shall, at all times during the tenure of this contract at his own expense shall arrange insurance of the employees engaged with any of the IRDA approved General Insurance Companies against, all liabilities under the workman's compensation act in case of death or bodily injury payable to any worker and damage to property of the third persons.



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- h) During the continuance of this contract, the Service provider shall pay all premium and sums of money necessary for keeping this policy on foot and deliver to the Company the receipt of such payment within seven days after the same shall have become due.
- i) 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.
- j) 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.
- k) The Managing Director, RSPF&FSCL will be 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.
- l) The manpower provided for service by the agency should not have any adverse Police records/criminal cases against them.
- m) The firm should have not been blacklisted by any of the Govt. Department/Public Sector undertakings and No vigilance inquiry or Criminal case should be pending against the firm on the last date of submission of bid.

#### 6.20 Corporation's Obligations:

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

#### 6.21 Additional Conditions of Contract

##### 6.21.1 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





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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.

**6.22 Procuring Entity's Right to Vary Quantities:**

In present case the procuring entity 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.

**6.23 Appeals:**

The designation and address of the First Appellate Authority is MD, RSPF&FSCL

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

Filing an appeal

- 6.23.1 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 thereunder, 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:



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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.

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.

If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

#### 6.23.2 Appeal not to lie in certain cases

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

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

#### 6.23.3 Form of Appeal

An appeal under para (1) or (3) above shall be in the annexed Form at Appendix- E along with as many copies as there are respondents in the appeal.





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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.

**6.23.4 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.

**6.23.5 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.

General Manager (Finance)  
RSPF&FSCL



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Appendix- E

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 Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

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

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

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





राजस्थान स्टेट पावरफाइनेन्सएण्ड फाइनेन्शियल सर्विसेज कॉरपोरेशनलिमिटेड  
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7. Prayer:.....

Place .....

Date .....

Appellant's Signature

*Handwritten signature in blue ink.*

General Manager (Finance)  
RSPF&FSCL





## **Code Of Integrity**

Appendix-C :

### **Compliance with the Code of Integrity and No Conflict of Interest**

Any person participating in a procurement process shall –

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




### **Conflict of Interest:-**

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

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

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
  - a. have controlling partners/ shareholders in common; or

- 
- b. receive or have received any direct or indirect subsidy from any of them; or
  - c. have the same legal representative for purposes of the Bid; or
  - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
  - e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
  - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
  - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.



**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;

Date:  
Place:

(Signature of bidder)  
Name:  
Designation:  
Address





**Annexure-I****(Technical Bid Form)**

1	Name of Firm:-	
2	Address for Correspondence:-	
3	Telephone Number:-	
4	Email:-	
5	Bid Cost Details	
	Amount	₹ 118/-
	Bank DD Number With date/ E-payment Details	
	Name of Bank	
6	Bid Security Details	
	Amount	₹ 18000/-
	Bank DD Number With date/ E-payment Details	
	Name of Bank	
7	Registraion Details (Number / date )	
8	Self Declaration by bidder regarding Blacklist Attached* ( YES/NO)  (*Print on ₹ 50/- non-judicial stamp paper as per annexure-III)	
9	Name and position of the person authorized to sign the Bid document	





10	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		Turnover (In lakhs)
		2019-2020		
		2020-2021		
		2021-2022		
11	Work Experience Certificate (Attached self certified copy of relevant documents)			
	Name of office	Year	Tenure	Copy of relevent documents
		2019-2020		
		2020-2021		
		2021-2022		
12	Deatails of Registraion 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:-

Name with Signature :-

Stamp:







## Financial Bid

## Annexure-II

(Only rates to be quoted)

S.No	Nature Of Work	Category and number of persons	Minimum wages as per labour department	Rates quoted by the bidder	EPF (13%)	ESI (3.25%)	GST (18%)	Service charge	Total Amount
1	2	3	4	5	6	7	8	9	10
1	Computer operators with Machines	Highly Skilled-2	₹ 333/- per day (₹ 8658/-per month)						
2	Peons	Skilled-6	₹ 283/- per day (₹ 7358/-per month)						

Date:-

Sign:-

Name :-

Stamp:-



( Print on ₹ 50/- non judicial stamp)

ब्लेक लिस्ट/अयोग्य न होने तथा अन्य सक्षमताएं पूरी करने का प्रमाण पत्र

मैं/हम घोषणा करता हूँ /करते हैं कि :-

1. हमारी फर्म को किसी भी राजकीय विभाग/राजकीय संस्थान / बोर्ड/मंडल एवं किसी भी राजकीय विभाग या उपक्रम में मेनपावर सेवाओं का संतोषप्रद रूप से उपलब्ध नहीं करने के लिए कोई शास्ति आरोपित नहीं की गई है एवं न ही ब्लेक लिस्ट/अयोग्य घोषित किया गया है।
2. यह कि इस बोली हेतु हमारी फर्म आवश्यक वृत्तिक, तकनीकी, वित्तीय और प्रबंधकीय स्रोत तथा उपापन संस्था द्वारा जारी किये गये बोली दस्तावेजों द्वारा अपेक्षित समक्षमता धारित करती है।
3. यह कि हमारी फर्म द्वारा केन्द्र सरकार अथवा राज्य सरकार अथवा यथास्थिति किसी स्थानीय प्राधिकारी को संदेय समस्त करो का भुगतान किया जा चुका है और कोई भी कर बकाया नहीं है।
4. यह कि हमारी फर्म दिवालिया, रिसीवर के अधीन, शोधन अक्षम नहीं हैं, न ही किसी न्यायालय या किसी न्यायिक अधिकारी द्वारा प्रशासित कार्यकलाप रखती हैं न ही फर्म का कार्यकलाप निलंबित हैं और न पूर्वगामी कारणों में से किसी के लिये भी विधिक कार्यवाहियों के अध्यधीन है।
5. यह कि हमारे वृत्ति आचरण या उपापन प्रक्रिया के प्रारम्भ के पूर्ववर्ती 3 वर्ष की किसी कालावधि के भीतर कोई उपापन संविदा किये जाने के लिये अपनी अहर्ताओं के बारे में मिथ्या कथन या दुर्व्यपदेशन संबंधी किसी दांडिक अपराध के संबंध में हमारी फर्म अथवा फर्म के निदेशक और अधिकारी दोष सिद्ध नहीं हैं ना ही विवर्जन कार्यवाहियों के अनुसरण में अन्यथा निरर्हित हुए है।

यदि यह घोषणा असत्य पाई जाए तो किसी भी अन्य कार्यवाही, जो की जा सकती है, पर प्रतिकूल प्रभाव डाले बिना, मेरी/हमारी प्रतिभूति को पूर्ण रूप में समपहत किया जा सकेगा तथा बोली को, जिस सीमा तक उसे स्वीकार किया गया है, रद्द किया जा सकेगा।

बोलीदाता के हस्ताक्षर मय मुहर



