

**OFFICE OF THE DIRECTOR
INTELLIGENCE TRAINING ACADEMY**

NEHRU NAGAR, JAIPUR-302016 (RAJASTHAN)

PHONE No 0141-2301729, 2309464 (Fax)

E-Mail : stsjpr@gmail.com

**Bidding Document –
(MANPOWER ON JOB BASIS FOR CLEANING AND
SANITATION WITH MATERIAL)**

The Bidding Document consists of following Sections as indicated below-

1. Notice Inviting Bid (NIB);
2. Instruction to Bidders (ITB) and Bid Data Sheet;
3. Evaluation and Qualification Criteria (EQC);
4. Schedule of Supply for Bidders;
5. Conditions of Contract and Special Conditions of Contract
6. Bidding Forms
7. Clarification to bid document/Addenda to bid document if any



Abbreviations

- BDF** - Bidding Forms
- BOQ** - Bill of Quantities
- BIS** - Bureau of Indian Standard
- DSC** - Digital Signature Certificate
- eGRAS** - Online Government Receipts Accounting System
- EQC** - Evaluation and Qualification Criteria
- FDR** - Fixed Deposit Receipt
- CC** - Conditions of Contract
- GST** - Goods and Service Tax
- GSTIN** - Goods and Service Tax Identification Number
- ITB** - Instructions to Bidders
- LBSM** - Lowest Bid Selection Method
- LoA** - Letter of Acceptance
- MSME** - Micro, Small and Medium Enterprise
- NIB** - Notice Inviting Bids
- NSIC** - National Small-Scale Industries Corporation
- PAN** - Permanent Account Number
- RTPP Act** - Rajasthan Transparency in Public Procurement Act, 2012
- RTPP Rule** - Rajasthan Transparency in Public Procurement Rule, 2013
- SoS** - Schedule of Supply
- SBD** - Suggestive Bidding Document
- SPFC** - State Procurement Facilitation Cell
- JV** - Joint Venture

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1. Notice Inviting Bid

1.1. NIB

[Format of NIB for Publication on State Public Procurement Portal as per Rule 43(2) of RTPP Rules]

DEPARTMENT NAME : POLICE DEPARTMENT

OFFICE OF THE : DIRECTOR INTELLIGENCE TRAINING ACADEMY, NEHRU NAGAR,
JAIPUR-302016 (RAJASTHAN) PHONE No 0141-2301729, 2309464 (Fax) E-Mail :
stsjpr@gmail.com

NIB Number 3762

Date 07/08/2024

Bid Details-

#	Particulars	Period	Price of Bid Document	Processing fees or user charges	Reserve for MSME	Bid Security		
						Regular	SSI Rajasthan	SickInd.
1	MANPOWER ON JOB BASIS FOR CLEANING AND SANITATION WITH MATERIAL	One Year	INR 1000/-	INR 500/-	No	34700/- @2%	8675/- @0.5%	17350/-

1.	Bid dates (other details provided in Instruction to Bidders)	Bid publishing	16/08/2024
		Pre-Bid Meeting date	20/08/2024
		Document Download/Sale Start Date	16/08/2024
		Bid Submission Start Date	22/08/2024
		Bid (Techno-commercial and Financial) Submission Closing Date and Time	03/09/2024 at 05:00 PM
		Bid (Techno-commercial) opening Date and Time	04/09/2024 at 11:00 AM
2.	Payment to be made upon submission of bid	- Bid doc fee 1000 in favour of Director, Intelligence Training Academy, Jaipur - Processing fee 500 in favour of MD, RISL - Bid security (if submitted through eGRAS) 34700 in favour of Director, Intelligence Training Academy, Jaipur All the three payments can be made on single challan through eGRAS and should be submitted along with the bid. It can also be submitted <u>through cash, a banker's cheque or demand draft as per Rule 42(6) and Rule 45 (2) of RTPP Rule.</u>	

3.	Opening of Bids	Specific electronic bid opening procedure as specified on the e-procurement portal shall be followed. The bids shall be opened on the date and time as specified. However, if opening date happens to be a holiday, then the bid will be opened on the next working day.
4.	Bid Security	Bid Security @ 2 % amounting to INR 34700/- only for regular supplier or @ 0.5% amounting to INR 8675/- only for SSI or @ 1% amounting to Rs INR 17350/- only for Sick Industries Payable via deposit on single challan through eGRAS along with bid document cost and processing fees or user <u>fees or through Cash/Demand Draft/ Banker's Cheque from Scheduled Bank.</u> If submitted through Bank Guarantee, it should be from Scheduled Bank of India and shall be submitted with a validity of 30 days beyond the original or extended validity period of the bid as per Rule 42(6) of RTPP Rules.
5.	Procurement Method	Single Stage – Two Envelope National Open Competitive Bidding
6.	Scope of Bid	In support of the Invitation to Bid for National Open Competitive Bidding the Procuring Entity, Director, Intelligence Training Academy, Jaipur, issues this Bidding Document for procurement of MANPOWER ON JOB BASIS FOR CLEANING AND SANITATION WITH MATERIAL for initial period of one year and that may be extended as per Rtpa act 2012 and Rtpa rules 2013
7.	Bid Evaluation Method	Lowest Priced Bid Method (As per Section 27 1(a) of RTPP Act subject to Section 25 and Section 6(2) of RTPP Act).
8.	Bidding Mechanism	Bidding will be conducted via e-procurement portal ² .
9.	Detailed Bid available on	- State Public Procurement Portal (SPPP) https://sppp.rajasthan.gov.in/ - e-procurement portal- https://eproc.rajasthan.gov.in/ - Detailed BOQ in MS Excel is made available³. - Department website https://home.rajasthan.gov.in/content/homeportal/en/ita-department.html
10.	Key Notes	a) No conditional or partial or incomplete bid shall be accepted.

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		b) The abridged form of NIB is circulated in the national or local newspapers as per Rule 43 of RTPP Rules. c) Price of bid document and processing fee or user charges once submitted shall not be refunded. d) Proof of payment of price of bid document, processing fees or user fees, bid security submitted via eGRAS <u>or cash or demand draft or Banker's Cheque or bid security through Bank Guarantee, original copy should be submitted to Procuring Entity at Director, Intelligence Training Academy Jaipur before bid</u> (Techno-commercial and Financial) submission closing date and time. e) Bids shall be submitted electronically on e-procurement portal with valid digital signatures certificate (DSC) before 03/09/2024 at 05:00 PM by following the procedure for submission of bids as provided on the e-Procurement Portal, https://eproc.rajasthan.gov.in. (Refer Appendix – A.3 – e-Procurement) The Procuring Entity shall not be responsible for delay in online submission due to any reason. The electronic bidding system would not allow any late submission of bids. f) The bidders are required to submit: - Proof of payment (soft copy) towards the Price of Bid Document, processing fees/ user charges or bid security amount on single challan through eGRAS, cash, bank demand draft and banker's cheque to be submitted along with bid. - The original copy of receipt of payment <u>on eGRAS, by cash, bank demand draft, banker's cheque, or original bid security in approved form</u> i.e., Bank Guarantee to Director, Intelligence Training Academy, Jaipur shall be submitted before Bid (Techno-commercial and Financial) Submission Closing Date and Time either by registered post/ speed post/ courier or by hand, failing which the bids may be declared non-responsive and will not be opened. These documents may be opened publicly before the online bid opening. g) The Procuring Entity is not bound to accept the lowest bid and may reject after recording reason(s) in writing, any, or all bids as per Rule 72 of RTPP Rules.
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Director
 Intelligence Training Academy,
 Jaipur

1.2. Abridged NIB

Director, Intelligence Training Academy, Jaipur

File no. 40-00082

Date:.....

NOTICE INVITING BID

NIB No 01

Bids for MANPOWER ON JOB BASIS FOR CLEANING AND SANITATION WITH MATERIAL of estimated value INR 17,35,000/- are invited from interested bidders up to 5:00 PM, 03/09/2024. Other particulars of the bid may be visited on the procurement portal (<https://eproc.rajasthan.gov.in> of the state, and <https://home.rajasthan.gov.in/content/homeportal/en/ita-department.html> departmental website.

UBN

Director
Intelligence Training Academy,
Jaipur



2 Instruction to Bidders (ITB) and Bid Data Sheet (BDS)

Important Instruction: The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" [hereinafter called the RTPP Act] and the "Rajasthan Transparency Public Procurement Rules, 2013" [hereinafter called the RTPP Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <https://sppp.rajasthan.gov.in>. Bidders are advised to acquaint themselves with the provisions of the ACT and Rules. If there is any discrepancy between the provisions of the Act and Rules and this Bidding Document, the provisions of the Act and Rules shall prevail.

1.3. General

#	Clause	Sub-Clauses
1.	Compliance with RTPP ACT & Rules – Code of Integrity and Conflict of Interest	1.1. Bidder to ensure compliance with RTPP ACT & Rules, primarily following- 1.1.1. The Government of Rajasthan requires compliance with the Code of Integrity provisions as set forth in the Section 11(2) of RTPP Act and Rule 80 (2) of RTPP Rules. 1.1.2. 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 in conflict of interest with one or more parties in a bidding process as per Rule 81(3) of RTPP Rules. 1.1.3. Upon breach, the Procuring Entity may take appropriate action in accordance with the provisions of Section 11 (3) and Section 46 of RTPP Act.
2.	Eligible Bidder and Supply	1. A Bidder may be a natural person, private entity, government-owned entity. 2. A Bidder shall have the nationality of India. All supply under contract shall have India as their country of origin or a country which has not been declared ineligible by Government of India. 3. A Bidder debarred under Section 46 of RTPP Act shall not be eligible to participate in any procurement process. 4. A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 of RTPP Rules and this Bidding document. 5. Each Bidder shall submit only one Bid. <u>Multiple bids submitted by a bidder shall be summarily rejected.</u>



#	Clause	Sub-Clauses
3.	Contents of Bidding Document	The Bidding Document consists of following Sections as indicated below- i. Notice Inviting Bid (NIB); ii. Instruction to Bidders (ITB) and Bid Data Sheet; iii. Evaluation and Qualification Criteria (EQC); iv. Schedule of Supply for Bidders; v. Conditions of Contract and Special Conditions of Contract; vi. Bidding Forms; vii. Clarifications to bid document/Addenda to Bid Document if any. The complete bidding document is made available for downloading from the website of State Public Procurement Portal. The prospective bidders who have downloaded the Bidding Document from the website will have to pay the price of bid document and processing fees or user charges as prescribed in the NIB while submitting the Bidding Document on e-procurement portal. The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda if they were not downloaded correctly from the State Public Procurement Portal (https://sppp.rajasthan.gov.in/) e-Procurement Portal (https://eproc.rajasthan.gov.in/) or Procuring Entity's website https://home.rajasthan.gov.in/content/homeportal/en/ita-department.html
4.	Pre-Bid Conference	The Bidder or his authorized representative is invited to attend the Pre-Bid Meeting on date and time mentioned ITB 2.1.8 (Key timelines) if mentioned/allowed. The purpose of the Pre- Bid Conference will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage. Minutes of the Pre-Bid Conference, including the text of the questions raised, and the responses given, without identifying the source, will be transmitted promptly to all Bidders who have acquired the Bidding Document and will also be placed on the State Public Procurement Portal as per Section 22 (iv) RTPP Act 2012) along with the clarification. Any modification to the Bidding Document that may become necessary because of the Pre-Bid Conference shall be made by the Procuring Entity exclusively through the issue of an addendum (part of bidding document) and not through the minutes of the Pre-Bid Conference. Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.
5.	Changes to Bidding Document	Any addendum/<u>corrigendum</u> issued shall be a part of the Bidding Document and may be uploaded on the SPPP and e-Procurement portal for prospective bidders to download. <u>As per Section 23 (1) of RTPP ACT in case any modification is made to the bidding documents or any clarification is issued which materially affects the terms contained in the bidding documents, the</u>

#	Clause	Sub-Clauses
		<u>procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding documents.</u> The clarification to bid document/ addendum/ <u>corrigendum</u> shall be issued as per timelines specified in bid cycle of outer time frame for various procurement method by one stage bidding (S. No. 2) of Rule 40 table of RTPP Rules.
6.	Cost of Bidding	The Price of Bid document and processing fees or user charges can be paid <u>by cash, bank demand draft, banker's cheque of a scheduled bank, or through single challan through eGRAS</u> unless the procurement is reserved for any specific category of Bidders. The details i.e., soft copy of the challan of these payments to be submitted electronically through State e-Procurement Portal along with the Bid. <u>The original copy of receipt of payment through eGRAS, cash, bank demand draft, or banker's cheque shall be submitted in physical form</u> at the Office of the Director, Intelligence Training Academy, Jaipur latest by 03/09/2024 Upto 5:00 PM
7.	Definition of Rate Contract	As per Section 2 (xviii) of RTPP Act "rate contract" means an agreement between a procuring entity and one or more bidders which specifies the terms and conditions including the price, for the supply of a subject matter of procurement required on a recurring basis.
8.	Key Timelines	Bid Publishing Date- 16/08/2024 Document Download / Sale Start Date - 16/08/2024 Pre-Bid Meeting Date – 20/08/2024 Bid submission start Date – 22/08/2024 Bid (Techno-commercial and Financial) Submission Closing Date and Time – 03/09/2024 at 17:00 Bid (Techno-commercial) opening Date and Time – 04/09/2024 at 11:00 AM

1.4. Preparation and Submission of Bids

#	Clause	Sub-Clauses
1.	Documents Comprising of Bids	The Bid comprise of two (02) covers, both covers must be submitted simultaneously. First cover comprises of Techno-commercial Bid (in PDF File) and the Techno-commercial Bids (documents specified in Qualification Criteria) shall be in PDF format without any alteration in the format.

#	Clause	Sub-Clauses
		Second cover comprises of Financial Bid (in Excel File). Covers comprising the Techno-commercial Bid and Financial Bid shall be uploaded on e-Procurement portal. Techno-commercial Bid should not contain financial information related to the Bid price. Where indicative financial information related to the Bid price is contained in the Techno-commercial Part, the Bid shall be declared non-responsive.
2.	Bid Prices	Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Bidding Forms [Form Fin1 Price Schedule for Supply]
3.	Currency of Bids	The currency for the Bid will be Indian Rupees up to two decimal places
4.	Language of bid	The language for all correspondence and documents would be either in English or Hindi or both.
5.	Documents Establishing the Qualifications of the Bidder	To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Bid the documentary evidence indicated for each qualification criteria specified in Section III Para 3.2. of Evaluation and Qualification criteria
6.	Validity Period of Bid	As per Rule 48 (1) of RTPP Rules, Bids shall remain valid for the period 90 days after the Bid submission deadline date as specified by the Procuring Entity. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive. Extension of validity and corresponding extension of Bid Security would be as per Rule 48 (2) and 48 (3) of RTPP Rules

1.5. Bid Security and Bid Securing Declaration

#	Clause	Sub-Clauses
1.	Bid Security / Bid Securing Declaration	1. Bid Security amount will be INR 34700/- for normal bidder, INR 8675 for SSI/MSME unit and, INR 17350 for Sick Industries. Any exemptions or reduced amount of Bid Security or submission of Bid Securing Declaration will be as per notification issued by Government of Rajasthan from time to time in accordance with Rule 42 (2) and 42 (3) of RTPP Rules. For obtaining benefit of lower value of Bid security like for MSME/SSI or Sick Industries. Bidder(s) to submit relevant document along with Bid. As per Rule 42 (2) of RTPP Rule the amount of Bid Security is - In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of Small-scale Industries of Rajasthan, it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. 2. In lieu of bid security, a bid securing declaration shall be taken from the- (i) Departments/Boards of the State Government or Central Government; (ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;

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		(iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or (iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government. 3. Bid security in form of Bank Guarantee (Form TECH 3) must remain valid thirty days beyond the original or extended validity period of the bid in accordance with Rule 42 (6) of RTPP Rules. In case the bid security is submitted by single challan through eGRAS along with bid document cost and processing fee or user charges than the challan soft copy should be submitted along with Bid. <i>The original copy of receipt of payment of eGRAS, cash, bank demand draft, banker's cheque, or original bid security in approved form i.e., Bank Guarantee or document for obtaining benefit of lower value of Bid security like MSME/SSI or sick industries shall be submitted before the Bid (Techno-commercial and Financial) submission closing date and time either by registered post/ speed post/ courier or by hand, failing which the bids may be declared non-responsive and will not be opened. These documents may be opened publicly before the online bid opening.</i> 4. As per Rule 42(5) of RTPP Rules Bid security of a bidder lying with the procuring entity 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. Bid Security can be refunded on request after completion and notification of technical bid evaluation. 5. The procuring entity shall promptly return the bid security as per Rule 42(13) of RTPP Rules. 6. In case of the successful Bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security or refunded if the successful bidder furnishes the full amount of Performance Security as per Rule 42 (12) of RTPP Rules. No interest will be paid by the Procuring Entity on the amount of Bid Security. 7. The latest instruction issued by Government of Rajasthan will be applicable for Bid Security and Bid Securing Declaration.
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1.6. Format, Signing and Opening of Bid

#	Clause	Sub-Clauses
1.	Format and Signing of Bid	The Bidder shall prepare bid in the digital/electronic mode for uploading on e-Procurement portal in the format/ type of file specified in evaluation and Qualification criteria. <u><i>All the documents uploaded, should be digitally signed with the DSC of authorized signatory, deemed as all the pages of the uploaded documents are signed.</i></u>

#	Clause	Sub-Clauses
		In case the Bidder is not the proprietor then the Bidder has to submit Power of Attorney for signing the Bid in notarized non-Judicial stamp Paper as per Form TECH- 2 (Power of Attorney for signing of bid). An organizational document, board resolution or its equivalent specifying the representative's authority to sign the Bid is also acceptable and should be uploaded along with the Bid.
2.	Opening of Bids	Opening of Bids would be on date specified in ITB 2.1.8 Key Timelines. The procedure for Bid opening will be as per A.3 Appendix e-Procurement Process.

1.7. Bid Evaluation

#	Clause	Sub-Clauses
1.	Responsiveness, Clarifications, and Evaluation of Bid	The Procuring Entity's determination of the responsiveness of a Bid, is based on the contents of the Bid itself to determine whether they are complete, and in order. A responsive bid is one that meets without material deviation, reservation, or omission to all the terms, conditions, and specifications of the Bidding Document. A material deviation, reservation, or omission will be considered as per Rule 59 (3) of RTPP Rules. Clarification of Bid can be taken as per Rule 60 of RTPP Rules. Non-material non-conformities in Bids are as defined in Rule 61 (1) of RTPP Rules and can be waived / clarified of as per Rule 61 (2) and (3) of RTPP Rules
2.	Preliminary Examination	To determine preliminary responsive bid, the bid will be examined as per Rule 56 of RTPP Rules; and all the documents specified in Qualification Criteria. If the Bidder fails to submit the documents, then the Bid would be considered non-responsive and shall be rejected
3.	Techno-commercial Examination	To determine the Bid as Techno-commercially Responsive the Bidder has to submit documents and comply with requirements as specified in the Techno-commercial Requirement Qualification Criteria and also submit documents as specified in Additional Techno-commercial Evaluation in Qualification Criteria. As per Rule 59 (4) and 59 (5) of RTPP Rules, the procuring entity shall regard a bid as responsive if it conforms to all requirements set out in the bidding documents, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions, and other requirements set out in the bidding documents, or if it contains errors or oversights that can be corrected without touching on the substance of the bid. As per Rule 62 of RTPP Rules a procuring entity shall exclude a bid in

#	Clause	Sub-Clauses
		accordance with the provisions of Section 25 of RTPP Act. If the Bid is not responsive to the requirements of Bidding Documents, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
4.	Evaluation of Financial Bid	The evaluation would be done for all the items put together. The item/items for which no rates have been quoted or left blank would be treated as zero i.e., bidder will quote rates for the material/instruments and service charges in the BOQ. There is no option with bidder to submit quote for partial quantity of any item/items of any item/items Procuring Entity will award the contract to the lowest responsive bidder for that package. Discounts offered of any kind shall not be considered. Sub – contracting/ subletting of supply of goods or related services is not allowed.
5.	Negotiations	Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. Circumstances under which negotiations are to be held and the method of negotiation would be as per Rule 69 of RTPP Rules.
6.	Purchase Preference	For items other than reserved items, if MSME firms participate in the bidding process then purchase preference shall be in accordance with the policy of State Government notified / prevalent at the time of submission date of the Bid i.e, <u>[F.1(8)/FD/GF&AR/2011 dated 19.11.2015 and Notification No. F.2(1)/FD/SPFC/2017 dated 28.08.18 or any other notification issued GoR]</u>

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1.8. Award of Contract

#	Clause	Sub-Clauses
1.	Acceptance and Award of Contract	1. As per Rule 70 (5) of RTPP Rule 2013, the successful Bid is the Bid that meets the Evaluation and Qualification Criteria and has been determined to be substantially responsive and is the lowest evaluated. 2. As per Rule 70 (6) of RTPP Rule 2013, prior to expiry of the validity period of Bid, the Procuring Entity shall inform the successful Bidder in writing, by registered post or official e-mail ID, that its Bid has been accepted. 3. As per Rule 70 (8) of RTPP Rule 2013, if the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the successful Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the successful Bidder given in its Bid.
2.	Procuring Entity's right to vary quantity	Procuring Entity's right to vary quantity would be as per Rules 73 (1) and (3) of RTPP Rules.
3.	No commitment of Quantity	If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
4.	Dividing quantities among more than one Bidder at the time of award	Procuring Entity's right to divide quantity among more than one Bidder in case of Fixed Quantity Contract would be as per Rule 74 of RTPP Rules.

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#	Clause	Sub-Clauses
5.	Signing of Contract	1. In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be asked to execute an Agreement form in the format given in the Bidding Document on a non-judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, as applicable, within a period of 15 days as per Rules 76(2) and 76(4) of RTPP Rules. While signing the contract, bidder will also have to submit signed copy of Bid Document in token of having accepted all the terms and condition of Bid Document. The stamp paper issued in the State of Rajasthan should be used for contract signing. 2. If the Bidder, whose Bid has been accepted, fails to sign a written procurement contract, or fails to furnish the required Performance Security or Performance Security Declaration within the specified time, the Procuring Entity shall forfeit the Bid Security of the successful bidder/ execute the Bid Securing Declaration and take required action against it as per the provisions under Section 26(4) of RTPP Act and Rule 76(3) of RTPP Rules
6.	Performance Security	• Performance security shall be solicited from all successful bidders except the- i. Departments/Boards of the State Government or Central Government; ii. Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; iii. Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; - or iv. Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government. However, a performance security declaration shall be taken from them. • Performance Security for value and validity or Performance Securing Declaration shall be dealt as per Rule 75 of RTPP Rule. The amount of Performance Security shall be as 5% for normal bidder, 1% for SSI/MSME unit 2 % for Sick Industries [To be filled by PE] of the contract amount. As per Rule 75 of RTPP Rule "The amount of performance security shall be five percent, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and ten percent of the amount of work order in case of procurement of works. In case of small-scale Industries of Rajasthan, it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order."

#	Clause	Sub-Clauses
		• In case additional quantity is ordered than the Supplier will have to submit additional Performance Security. <u>[The contract amount is the total value of the contract including all taxes, duties, and other incidental charges. Performance Security will be required from each Bidder who has been considered for contract in this Bid except those required to give Performance Securing Declaration as per RTPP Rules 2013. The Performance Security Value for each Bidder would be the total contract value of each Bidder X % mentioned above].</u> Performance security shall be furnished in any one of the following forms (a) deposit through e-GRAS; (b) Bank Draft or Banker's Cheque of a scheduled bank; (c) National Savings certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of the bid and formally transferred in the name of procuring entity with the approval of Head Post-master; (d) Bank Guarantees of a scheduled bank after it shall be verified from the issuing bank. Other conditions regarding bank guarantee shall be the same as mentioned in Rule 42 of RTPP Rule for bid-security; (e) Fixed Deposit Receipt (FDR) of scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The Procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such fixed Deposit. As per Rule 75 (4) of RTPP Rules, the Performance Security furnished in the form other than submitted through eGRAS shall remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period. • Forfeiture of Performance Security: The amount of Performance Security may be forfeited in the following cases:

#	Clause	Sub-Clauses
		- 1. Upon occurrence of Bidder default or fails to make complete supply satisfactorily within the time specified the Procuring Entity shall without prejudice to its other rights and remedies, hereunder or in law, be entitled to encash from the Performance security as damages for such Bidder default; or 2. If the Bidder breaches any provision of the Code of Integrity prescribed for Bidders under Section 11 of RTPP Act and Chapter VI of RTPP Rules and this Bidding Document the Bidder would be liable for forfeiture of the Performance security. 3. If in the judgement of the Procuring Entity the bidder with beneficial ownership from countries sharing land border with India as per Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021, for participation in any public procurement in the State, who can only be allowed after prior registration with the competent authority has not complied with the requirement. The Procuring Entity shall give Notice of reasonable time in case of forfeiture of Performance Security and the decision of the Procuring Entity shall be final.
7.	Punishment	If the Bidder during the supply of goods, interferes with the procurement process as mentioned in Section 42 of RTPP Act, then following actions can be taken: i. As per Section 42 of RTPP Act, the Bidder could be punished with fine which may extend up to INR Fifty (50) Lakhs or ten percent of the assessed value of procurement whichever is less besides forfeiture of Performance Security; and/or ii. As per Section 46 of RTPP Act, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three (03) years.

1.9. Procurement Appeals

#	Clause	Sub-Clauses
1.	Procurement Appeals	Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First Appellate Authority Director, Intelligence Training Academy, Jaipur or Second Appellate Authority DIG, Intelligence, PHQ Jaipur, in accordance with the provisions of chapter III of RTPP Act and chapter VII of RTPP Rules.

1.10. Exclusive Jurisdiction

#	Clause	Sub-Clauses
1.	Jurisdiction of courts	The Courts of Rajasthan Jaipur shall alone have jurisdiction in respect of all claims and matters arising under the consignment or for the supply of goods.

2. Evaluation and Qualification Criteria

2.1. Lowest Priced Bid Selection Method

Lowest Priced Bid selection method is the method for procurement of Manpower On Job Basis For Cleaning And Sanitation With Material where the selection will be based on price comparison to select lowest cost responsive bid. The Procuring entity will evaluate and compare the Bids that have been determined to be substantially responsive (clear-cut, pass-fail qualification criteria), pursuant to Clause 2.3 (Price comparison)

2.2. Qualification Criteria

To be considered for opening of their financial Bid, Bidder needs to submit documents given below.

The documents are divided into two (02) categories – **For preliminary examinations**, the documents are listed in **Para 2.2.1**. If Bidder fails to submit these documents, then further examination of Bids shall not be done, and the Bid will be rejected.

After Bidder has submitted documents as required for Preliminary Examination, Bid will be examined for **Techno-commercial Qualification** based on the documents submission as listed in **Para 2.2.2**. and if required as listed in **Para 2.2.3**.

2.2.1. Preliminary Examination of Bids.

1. Bidder has to submit Letter of Bid as per Bidding Form (**Form Tech -1 Letter of Bid**).
2. Bid is accompanied by proof of payment for bid document price, processing fees or user fees. (Original copy should be submitted prior to techno-commercial bid submission date).
3. Bid is accompanied by bid security (**Form TECH 3**) and if submitted via eGRAS, cash, bank demand draft, banker's cheque, of a scheduled bank. (Original copy should be submitted prior to techno-commercial bid submission date).

Or

Bid is accompanied by bid securing declaration (**Form TECH 4**).

4. For obtaining benefit of lower value of Bid security like for MSME/ SSI or Sick Industries, Bidder(s) has submitted relevant document. (Verification from documents to be submitted by the bidder).

2.2.2. Essential Documents for Techno-commercial Examination

- a) Declaration by the Bidder under Section 7 (Qualification of Bidder), Section 11 (Code of Integrity) and that they have not been debarred by any other Procuring Entity/State Government under Section 46 of RTTP Act of The RTTP Act. (**Form TECH 5**)
- b) Proof of registration of bidder, by submission of any of the following but not limited to-

Type of Company/Firm	Certificate
Any company, registered/ incorporated under 'Companies Act, 1956/2013'.	Valid certificate of incorporation
<u>Proprietorship firm Registration under the Shop and Commercial establishment Act, 1958</u>	Shop Establishment certificate
Partnership firm registered under "The Indian Partnership Act, 1932".	Partnership registration certificate issued by Registrar of Firms or duly

	notarized/Registered Deed of Partnership
Employee State Insurance Act 1948	Registration Certificate
Employee Provident Fund Act 1952	Registration Certificate
<u>Rajasthan contract labour act 1970</u>	Registration Certificate

- c) Bidder to submit copy of valid PAN card.
- d) Bidder to submit **copy of GST certificate along with latest quarterly return** so that it can be verified that there is no overdue tax to be deposited to the Government.
- e) Copy of MSME (*Udyog Aadhaar, Udyam registration, Entrepreneurs Memorandum-III Udyam Registration Certificate or any other certificate, etc.*)
- f) Bidder to submit copy of valid ISO certificate

2.2.3. Additional Techno-commercial Evaluation

Besides, **Preliminary Examination** mentioned in 2.2.1 and **Techno – commercial examination** mentioned in 2.2.2 following additional documents/declaration needs to be submitted:

- (a) Financial Capability will be determined by Average Annual Turnover. Bidder will have to submit documents that it has generated an average annual turnover of at least of the value of **INR 1,00,00,000/- One crore** , during the last 3 financial years ending on 2024 to qualify. The turnover is to be supported by **Form Tech 7 Size of Operation** of accounts (*balance sheet or CA certificate*) for the past financial years duly certified by the auditor of the Company. For multiple items the criteria will be cumulative.
- (b) Techno-commercial capability will be determined by way of having executed order as main supplier in **Any Organization** within the preceding 3 financial years ending on 2024 of at least 1 contract valued at least **Rupees 40,00,000/- Forty lakhs** or 2 orders valued a total of at least **Rupees 50,00,000/- Fifty Lakhs** with nature and complexity like the scope of requirements described in **Schedule of Supply and Scope of work for Bidders (Supply of Manpower for cleaning and sanitation)** Submitt Form **TECH 6 Contractual Experience**
- (c) Techno-commercial capability will be determined by way of having executed order as main supplier in **Government Organization** within the preceding 3 financial years ending on 2024 of at least 1 contract valued at least **Rupees 25,00,000/- Twenty Five lakhs** with nature and complexity like the scope of requirements described in **Schedule of Supply and Scope of work for Bidders (Supply of Manpower for cleaning and sanitation)** Submitt Form **TECH 6 Contractual Experience Separately** for Government organization
- (d) Procuring Entity reserves the right to inspect the manufacturing premises for available capacity, infrastructure, machinery, manpower etc.

Signature

2.3. Price Comparison

The Procuring Entity will compare the price bids, to select the lowest evaluated bid. If the quoted lowest price for the Bid is found to be same of two or more bidders, then the L1 bidder who submitted the contract with highest value under point no. 2.2.3.(B) will be declared successful L1 bidder, amongst other L1 bidders.

This Bid is invited for Manpower for cleaning and sanitation work with Material as described in Scope of work. It is advisable to check the material requirements properly and quote justifiable/ reasonable rates, if rates quoted by any bidder for the required material found to be unrealistic then on the basis of decision taken by procuring committee u/r 70(3) of RTPP rules 2013 the bid of that particular bidder may be rejected and may be awarded to the next lower bidder, if the rate of his/her bid found to be reasonable

Discounts of any kind shall not be considered for proposal evaluation.

2.4. Purchase Preference

For items other than reserved items, if MSME firms participate in the bidding process then purchase preference shall be in accordance with the policy of State Government notified / prevalent at the time of submission date of Bid i.e., [F.1(8)/FD/GF&AR/2011 dated 19.11.2015 and Notification No. F.2(1)/FD/SPFC/2017 dated 28.08.18 or any other notification issued GoR]

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- A signature that appears to be "gh"
- A checkmark or signature

[As per Finance Department Notification No. F.1(8)/FD/GF&AR/2011 dated 19.11.2015 for items not included in Schedule, purchase preference shall be given to local enterprises as follows:

In case, the bidding enterprise from outside the State is adjudged lowest, then purchase preference to local enterprises shall be given in the following manner, subject to fulfilment of all required specifications and conditions of the bid.

MSME: (i) opportunity shall be given to local enterprises to supply 80% of the Bid quantity (with 20% order to be given to the original lowest bid enterprise). Out of this 80%, minimum of 60% would be required to be purchased from the local micro & small enterprises, in case they have also bid, and within this 60%, 4% shall be earmarked for procurement from local micro and small enterprises owned by member of Scheduled Caste or Scheduled Tribe. The remaining quantity, out of the above mentioned 80% and to the maximum limit of 20%, shall be procured from the local medium enterprises in case they have also bid.

(ii) to exercise this option of Purchase Preference for 80% of the bid quantity, in such a situation, a counteroffer would be given to the local enterprise, which has quoted the minimum rate among the local bidder enterprises, to match the overall lowest (L1) rate received.

(iii) in case, the lowest local enterprise does not agree to the counter offer as per sub clause (ii) above or does not have the capacity to provide the entire bid quantity, the same counteroffer shall be made to the next lowest bidder of the eligible local bidder enterprises, in that order till the quantity to be supplied is met. The contract for supply of goods to the enterprises included in the category as mentioned at clause 1(a) may be given to the extent of their capacity by breaking the order in part for procurement of goods, in the manner provided in rule 74 of the Rajasthan Transparency in Public Procurement Rules, 2013.

(iv) in case, a bidder offering to supply the goods is a dealer located in Rajasthan and the bid prices are equal to the rates offered by local enterprises of Rajasthan and the quality and specifications of the goods are the same, the local enterprises shall be given Purchase Preference over such dealer.]

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3. Schedule of Supply for Bidders

a) List of Service

Package Name: MANPOWER ON JOB BASIS FOR CLEANING AND SANITATION WITH MATERIAL										
Item No.	Description	The Minimum wages				EPF	ESI	Material cost	Service charge	Total
		category	Minimum wage	No.	Amt					
1	MANPOWER ON JOB BASIS FOR CLEANING AND SANITATION WITH MATERIAL	Unskilled	6734 Per month	12	80808	11462	2865	To be filled by the bidder in BOQ file	To be filled by the bidder in BOQ file	
		Skilled	7358 Per month	01	7358					
		Total			88166					

b) Scope of Work

1 कार्य का विवरण :-

अनुबन्धकर्ता द्वारा यह सुनिश्चित किया जावे कि निदेशक इन्टैलीजेन्स ट्रेनिंग एकेडमी, जयपुर के प्रशासनिक भवन, हास्टल एवं सम्पूर्ण परिसर में धूल रहित वातावरण उपलब्ध रहे। छत, दीवार, कांच, तस्वीर व किसी भी वस्तु की सतह इत्यादि पर धूल/निशान/धब्बे/जाले दिखाई नहीं देने चाहिए। इसके लिए बिड़दाता द्वारा उपयुक्त सफाई सामाग्री से साफ करना होगा। सफाई कार्य के तहत कार्यालय निदेशक इन्टैलीजेन्स ट्रेनिंग एकेडमी का प्रशासनिक भवन व हास्टल परिसर होगा जिसमें सभी माले/मंजिल, कमरे, कोरीडोरस, तल घर, छत (Roof top surface), जीना, स्नानघर, शौचालय (attached as well as independants), खिडकियाँ, दरवाजे, भण्डारघर, पानी पीने के स्थान (Water huts), लिफ्टस, रोशनदान, बाग-बगीचे, खुला स्थान अहाता/फर्श (Surrounding open yards/ pavement) एवं सभी स्थाई सम्पत्तियाँ, कच्ची/पक्की सड़क सम्मिलित होंगी।

- अनुबन्धकर्ता को सफाई संबंधित निम्न सामाग्री की व्यवस्था स्वयं को करनी होगी, जिसका कोई भी भुगतान विभाग द्वारा नहीं किया जायेगा:-

1	फिनाईल, मिट्टी का तेल, फिनिट स्प्रे, रूम स्प्रे
2	टॉयलेट लिक्विड सोप
3	फिनाईल की गोलियां सभी टॉयलेट्स में एवं आवश्यकतानुसार
4	वांशिग पाउडर
5	पोचे, झाड़ू
6	सफाई कार्य हेतु ग्लब्स
7	टॉयलेट क्लीनर
8	ओडोनिल
9	डस्टर ब्रुश
10	अन्य सामाग्री जो आवश्यकतानुसार सफाई कार्य में उपयोग आती हो

- 2 अनुबन्धकर्ता को सफाई कार्य निम्नानुसार आवश्यकतानुसार उपकरण/मशीन/संसाधनों द्वारा किया जावेगा। सफाई कार्य में उपयोग में लिये जाने वाले उपकरण/मशीन/संसाधन ठेकेदार/बिड़दाता के स्वयं के होंगे। सफाई कार्य के उपयोग में लिये जाने वाले उपकरण/मशीन/संसाधन जिसका कोई भी भुगतान विभाग द्वारा नहीं किया जायेगा:-

1	Vacuum Cleaner, Dry & Wet Vacuum mate
2	Jet Pressure machine
3	Wringer Trolley
4	Telescopic Pole
5	Glass Cleaning Kit
6	झाड़ू/पौछा लगाने की मशीन
7	एलम्युनियम सीढ़ी/लकड़ी की सीढ़ी

- 3 प्रस्तावित कार्य निम्न विवरण के अनुसार करना होगा:-

प्रशासनिक भवन की साफ सफाई का विवरण

क्र. सं.	रूम नाम	झाड़ू/पौछा (डस्टिंग टेबल/कुर्सी)	डस्टिंग (पंखे, गेट, खिड़किया व ग्लास)	
बेसमेन्ट				
1.	एमटी रूम	रोजाना	महिने में दो बार	
2.	कोत	रोजाना	महिने में दो बार	
3.	स्टोर	रोजाना	महिने में दो बार	
4.	वीआईपी स्टोर	रोजाना	महिने में दो बार	
5.	डीपी कोत	रोजाना	महिने में दो बार	
6.	हॉल	रोजाना	महिने में दो बार	
ग्राउण्ड फ्लोर				
7.	रिसेप्शन	रोजाना	महिने में दो बार	
8.	रिसिप्ट/डिस्पेच	रोजाना	महिने में दो बार	
9.	एलओ रूम	रोजाना	महिने में दो बार	
10.	पुरुष टॉयलेट	रोजाना	महिने में दो बार	
11.	आरआई रूम	रोजाना	रोजाना	
12.	पीए टू डायरेक्टर सर	रोजाना	रोजाना	
13.	डायरेक्टर महोदय चेम्बर	रोजाना	रोजाना	
14.	मीटिंग हॉल	रोजाना	महिने में दो बार	
15.	एसपी सर चेम्बर	रोजाना	रोजाना	
16.	रीडर एसपी	रोजाना	रोजाना	
17.	डीवाईएसपी चेम्बर	रोजाना	रोजाना	
18.	पेन्ट्री	रोजाना	महिने में दो बार	
19.	आर्गंतुक कक्ष	रोजाना	महिने में दो बार	
प्रथम तल				
20.	जनरल शाखा	रोजाना	रोजाना	
21.	एएओ रूम	रोजाना	रोजाना	

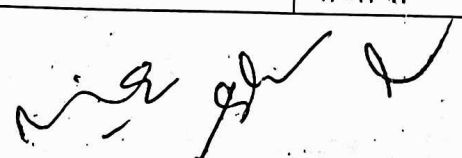
क्र. सं.	रूम नाम	झाड़ू/पोछा (डस्टिंग टेबल/ कुर्सी)	डस्टिंग (पंखे, गेट, खिडकिया व ग्लास)	
22.	पुरुष टॉयलेट	रोजाना	महिने में दो बार	
23.	लेखा शाखा	रोजाना	रोजाना	
24.	पीए टू एसपी रूम	रोजाना	रोजाना	
25.	एसपी चेम्बर	रोजाना	रोजाना	
26.	निरीक्षक कक्ष 6	रोजाना	रोजाना	
27.	कमरा नम्बर 112 व 114	सप्ताह में एक बार	महिने में दो बार	
28.	संस्थापन शाखा	रोजाना	रोजाना	
29.	महिला टॉयलेट	रोजाना	महिने में दो बार	
30.	कमरा नम्बर 115	सप्ताह में एक बार	महिने में दो बार	
31.	लॉबी	रोजाना	महिने में दो बार	
द्वितीय तल				
32.	व्याख्याता कक्ष	रोजाना	महिने में दो बार	
33.	पुरुष टॉयलेट	रोजाना	महिने में दो बार	
34.	लाइब्रेरी	रोजाना	महिने में दो बार	
35.	क्लास रूम 203, 204, 205	रोजाना	महिने में दो बार	
36.	कम्प्यूटर रूम	रोजाना	महिने में दो बार	
37.	प्रशिक्षण शाखा	रोजाना	रोजाना	
38.	महिला टॉयलेट	रोजाना	महिने में दो बार	
39.	केफेटेरिया	रोजाना	महिने में दो बार	
40.	लॉबी	रोजाना	महिने में दो बार	
तृतीय तल				
41.	एसटीआई ऑफिस	रोजाना	रोजाना	
42.	पुरुष टॉयलेट	रोजाना	महिने में दो बार	
43.	क्लास रूम 302, 303, 306	रोजाना	महिने में दो बार	
44.	कॉन्फ्रेंस हॉल	रोजाना	महिने में दो बार	
45.	कम्प्यूटर रूम	रोजाना	महिने में दो बार	
46.	महिला टॉयलेट	रोजाना	महिने में दो बार	
47.	डेमोरूम	रोजाना	महिने में दो बार	
48.	लॉबी	रोजाना	महिने में दो बार	
49.	छत	सप्ताह में एक बार		
50.	सिढ़िया बेसमेन्ट से छत तक	रोजाना		
51.	रेलींग व लिफ्ट की सफाई	सप्ताह में एक बार		
52.	पार्किंग/हॉस्टल, प्रशासनिक भवन के चारो ओर, लॉन एरिया, गार्ड रूम	रोजाना		

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हॉस्टल भवन की साफ सफाई का विवरण

क्र. सं.	रूम नाम	झाड़ू/पोछा (डस्टिंग टेबल, कुर्सी)	डस्टिंग (पंखे, गेट, खिडकिया व ग्लास)	
बेसमेन्ट				
1.	जिम	सप्ताह में दो बार	महिने में दो बार	
2.	बैरिक	रोजाना	महिने में दो बार	
3.	बीडीएस अनुभाग	रोजाना	महिने में दो बार	
4.	वशरमैन शॉप	रोजाना	महिने में दो बार	
5.	स्टडी रूम	रोजाना	महिने में दो बार	
6.	लॉबी/टीटी एरिया	रोजाना	महिने में दो बार	
7.	कुक आवास	रोजाना	महिने में दो बार	
8.	विविध स्टोर	रोजाना	महिने में दो बार	
9.	इलेक्ट्री रूम	रोजाना	महिने में दो बार	
ग्राउण्ड फ्लोर				
10.	म्यूजियम	सप्ताह में दो बार	महिने में दो बार	
11.	वार्डन रूम	रोजाना	महिने में दो बार	
12.	मैस, ऑफिसर डायनिंग हॉल, किचन, लेट बाथ, मैस स्टोर	रोजाना	महिने में दो बार	
13.	पोर्च व रिसेप्शन रूम, लॉबी	रोजाना	महिने में दो बार	
प्रथम तल				
14.	सुईट रूम 3, डिलेक्स रूम 13, स्टोर 1	रोजाना	महिने में दो बार	
15.	लॉबी	रोजाना	महिने में दो बार	
द्वितीय तल				
16.	कुल 17 रूम	रूम खाली होने की स्थिति में सप्ताह में दो बार व रूम में प्रशिक्षणार्थी होने पर प्रशिक्षणार्थियों की मौजूदगी में सप्ताह में दो बार)	महिने में दो बार	
17.	लॉबी	रोजाना	महिने में दो बार	
18.	लेट-बाथ 24	रोजाना	महिने में दो बार	
तृतीय तल				
19.	कुल 17 रूम	रूम खाली होने की स्थिति में सप्ताह में दो बार व रूम में प्रशिक्षणार्थी होने पर प्रशिक्षणार्थियों की मौजूदगी में सप्ताह में दो बार)	महिने में दो बार	
20.	लॉबी	रोजाना	महिने में दो बार	



क्र. सं.	रूम नाम	झाड़ू/पोछा (डस्टिंग टेबल, कुर्सी)	डस्टिंग (पंखे, गेट, खिड़किया व ग्लास)	
21	लेट-बाथ 24	रोजाना	महिने में दो बार	
22	छत	सप्ताह में एक बार		
23	सिढ़िया बेसमेन्ट से छत तक	रोजाना		
24	रेलींग व लिफ्ट की सफाई	सप्ताह में एक बार		

4 उपकरणों/सामग्री का संक्षिप्त विवरण

1. बोलीदाता/संवेदक को सफाई कार्य के लिए निम्नांकित उपकरणों एवं सफाई की सामग्री का उपयोग करना होगा :-

क्र. सं.	नाम उपकरण	मात्रा प्रतिमाह
(अ) उपकरण		
1	वेट एण्ड ड्राई रूबर	आवश्यकतानुसार
2	कचरा डालने के लिए बड़ा डस्टबीन	आवश्यकतानुसार
3	अन्य सफाई यंत्र/उपकरण	आवश्यकतानुसार
क्र. सं.	नाम उपकरण	मात्रा प्रतिमाह
(ब) सामग्री का विवरण जो सफाई में उपयोग होगी		
1	लिविड सोप	15 लीटर
2	एसिड	10 लीटर
3	हरपिक	10 लीटर
4	टॉयलेट साफ करने के लिये ब्रश	आवश्यकतानुसार
5	जूना	आवश्यकतानुसार
6	पोचा/सन, पोचा कॉटन	आवश्यकतानुसार
7	जाले साफ करने का बांस	आवश्यकतानुसार
8	फिनायल	20 लीटर
9	झाड़ू	आवश्यकतानुसार
10	फिनायल की गोलियां	5 किलोग्राम
11	गोदरेज एयर पॉकेट	30 पैकेट
12	रूम स्प्रे	5 नग
13	साबुन/डस्टर/ऑलआउट रिफिल मय मशीन	आवश्यकतानुसार
14	कोलिन	आवश्यकतानुसार
15	फिनीट	आवश्यकतानुसार
16	सर्फ	2 किलोग्राम
17	अन्य सामग्री	आवश्यकतानुसार
18	यूरिनल ट्यूब	आवश्यकतानुसार

A. सफाई व्यवस्था में उपयोग में आने वाली सामग्री को रखने हेतु अलग से कमरा उपलब्ध करवाया जावेगा, जिसमें साफ-सफाई व्यवस्था में काम में आने वाली सामग्री 01 माह तक का स्टोक रखना अनिवार्य होगा। उक्त सामग्रियों की सूची इस कार्यालय में प्रस्तुत की जानी अनिवार्य है।

- B. भवन परिसर में स्थित समस्त शौचालय को दिन में कम से कम 02 बार साफ-सफाई करना अनिवार्य है, इस कार्य हेतु प्रत्येक शौचालय में निर्धारित प्रोफार्मा में ट्रिपशीट (Trip Sheet) लगाना अनिवार्य है। जिसमें सुपरवाइजर इस बाबत अंकन करेगा कि उक्त शौचालय की कितने बजे साफ-सफाई की गई है।
- C. शौचालयों में स्थित यूरिनल व वॉशवेसिन में जाली लगाना व उसके उपर कपूर रखना अनिवार्य है एवम् 04 दिवस में एक बार कपूर बदलना भी अनिवार्य है।

5 स्टाफ की ड्यूटी व कार्य के घंटे निम्न प्रकार होंगे:-

प्रतिदिन सफाई कर्मियों की उपस्थिति संवेदक द्वारा सुनिश्चित की जायेगी अन्यथा निम्न बिन्दु सं 6 में दर्शाये अनुसार कम उपस्थिति के लिए शास्ति आरोपित की जायेगी एवं इस राशि से बाजार से सफाई कर्मी बुलाकर संस्था का सफाई कार्य करवाया जायेगा और उसका भुगतान बोलीदाता के संबंधित माह के सफाई कार्य के बिल से किया जायेगा।

- | | | |
|------------------------------------|---|-------------|
| 1. House Keeping staff (Unskilled) | - | 12 (Twelve) |
| 2. Supervisor (skilled) | - | 01 (One) |

6. अनुपस्थिति पर जुर्माना

- | | |
|----------------------|--------------------------------|
| 1 Unskilled Manpower | प्रति व्यक्ति 500/- प्रति दिन |
| 2 Supervisor | प्रति व्यक्ति 1000/- प्रति दिन |

- 7 बोलीदाता/संवेदक को सफाई कार्य हेतु प्रातः 7.00 बजे से सांय 6.30 बजे तक 12 सफाईकर्मी उपलब्ध करवा कर सफाई कार्य कराना होगा। सफाई कार्य में प्रयुक्त होने वाला सामान एवं उपकरण की व्यवस्था स्वयं के खर्चे पर बोलीदाता/संवेदक को करनी होगी। इन पर होने वाला समस्त व्यय बोलीदाता/संवेदक अपने स्तर से वहन करेगा तथा विभाग द्वारा अनुमोदित दरों के अलावा अन्य किसी प्रकार का भुगतान बोलीदाता/संवेदक को नहीं किया जावेगा।
- 8 फर्श की सफाई कार्य में सफाई व पोचा शामिल हैं। सफाई कार्यों में फिनाईल, साबुन के पानी का घोल इत्यादि अन्य सामग्री जो सफाई कार्य में उपयोग आती हो उपयोग में लाना होगा। सफाई कार्य के पश्चात् प्रत्येक कक्ष व कोरीडोर में रूम फ्रेशनर छिड़कवाने की व्यवस्था करनी होगी।
- 9 उच्च अधिकारियों के कार्यालयों में सफाई का कार्य पूर्ण दक्षता के साथ किया जावेगा। साथ ही उच्च अधिकारियों की कमरों की सफाई व्यवस्था वक्यूमक्लीनर द्वारा एक सप्ताह में कम से कम एक बार रूटीन सफाई के अलावा करावायी जानी है। सफाई झाड़ू या वक्यूमक्लीनर से करने के पश्चात् फिनायल डालकर उस क्षेत्र में रोजाना पोचा लगाना एवं कमरे में रखे फर्नीचर को डशटर से अच्छी तरह से साफ करने का दायित्व रहेगा। बोलीदाता द्वारा रखे गये सुपर वाइजर उपरोक्त सफाई कार्य को समय पर करवाने के अलावा यह भी सुनिश्चित करेंगे की सफाई व्यवस्था धूल रहित एवं पूर्ण हो रही है।
- 10 वैक्यूम क्लीनर द्वारा अधिकारियों के कमरों के अलावा अन्य कमरों में कारपेट/सौफा सेट/पर्दे आदि की सफाई प्रत्येक सप्ताह में एक बार एवं गर्मियों में दो बार एवं धूलभरी आधिया आने पर उसी दिन आवश्यक रूप से करना होगी।
- 11 शौचालयों की धुलाई साबुन के पानी एवं फिनाइल के उपयोग से करना होगा। शौचालयों में फिनाइल की

गोलियों का प्रयोग एवं समय-समय पर आवश्यक सफाई केमिकल्स से सफाई एवं संबंधित पाउडर का प्रयोग भी करना होगा।

- 12 समस्त शौचालयों में प्रतिदिन साफ टिशू, लिक्विड सोप, फिनाइल की गोलियां निर्धारित स्थान पर हमेशा उपलब्ध होनी चाहिए।
- 13 ईटा, जयपुर की गटर लाइन में सप्ताह में एक बार लाइन में पानी एवं सफाई केमिकल से साफ करना होगा तथा इस बात का ध्यान रखा जावे कि पानी जमा नहीं हो पाये।
- 14 ईटा, जयपुर के समस्त तलों पर सफाई करने के पश्चात् कूड़ा-कचरे को भवन परिसर के बाहर जयपुर नगर निगम द्वारा निर्धारित स्थान पर डालने की व्यवस्था करनी होगी। इसके अतिरिक्त दूसरी जगह कूड़ा-कचरे को डालने की अनुमति नहीं होगी ऐसा न करने पर 50/- रुपये प्रतिदिन शास्ति होगी।
- 15 अनुबन्धकर्ता को विशेषज्ञ आयोजनों/अन्यथा आवश्यकता पड़ने पर विशेष सफाई का कार्य भी करना होगा। विशेष का कार्य सामान्य कार्यालय समय/दिवस के अलावा भी करवाया जा सकेगा जिसकी सूचना यथा समय पूर्व अधिकृत अधिकारी द्वारा ठेकेदार/बोलीदाता को दी जावेगी। इस प्रकार सफाई व्यवस्था की पूर्ण जिम्मेदारी ठेकेदार/बोलीदाता की होगी तथा कोई अतिरिक्त भुगतान नहीं किया जावेगा। इसके अतिरिक्त अधिकृत अधिकारी द्वारा बताये गये ईटा परिसर के समस्त सफाई कार्यों को पूरा करना होगा सफाई कार्य करने वाले व्यक्ति उपलब्ध कराने होंगे।
- 15 बोलीदाता को दिन प्रतिदिन कार्यालय समय अथवा कार्यालय समय के बाद आवश्यकतानुसार सेवायें जारी रखनी होगी। किसी दिन कार्यालय में सफाई कार्य नहीं होता है तो उस माह के कार्यदिवसों के आधार पर अनुबन्ध राशि की अनुपातिक राशि की कटौती की जावेगी।
- 16 उपर्युक्त बिन्दु सं 4 (ब) के अनुसार सभी प्रकार की दैनिक साफ-सफाई में उपयोग ली जाने वाली सामग्री बोलीदाता को लानी होगी अन्यथा इस संस्था द्वारा उपलब्ध करवायी सफाई कार्य में प्रयुक्त होने वाली सामग्री का बिल फर्म/बोलीदाता/संवेदक के प्रतिमाह साफ सफाई कार्य के बिल से कटौती कर भुगतान किया जायेगा।
17. बोलीदाता द्वारा अपने कर्मचारियों को पहचान पत्र मय उनकी फोटो सहित उपलब्ध कराना होगा।
18. बोलीदाता को कार्यालय निदेशक इन्टेलीजेन्स ट्रेनिंग एकेडमी एवं हॉस्टल के समस्त कमरों एवं बालकानी के अन्दर एक बार प्रतिदिन एवं बाहर पोर्च, जीना, कॉरीडोर, बालकनी आदि में दो बार प्रतिदिन सफाई की जानी है। जिसमें झाड़ू लगाना एवं फिर फिनाइल /साबुन पानी के धोल से पोंचा लगाना होगा। यह कार्य दिन में दो पारियों में करना होगा। (सुबह 7 बजे से 10.30 बजे तक तथा सांय 2बजे से 6बजे तक) यह ध्यान रखा जावे कि कार्यालय में हर समय सफाई रहें। कॉरीडोर, जीना आदि की सफाई नहीं करने पर 100/- रुपये प्रतिदिन, प्रति ब्लॉक, प्रतितल की दर से शास्ति आरोपित की जावेगी। इसी प्रकार कमरे की सफाई नहीं होने पर 40/- रुपये प्रति कमरा प्रतिदिन शास्ति आरोपित की जावेगी।
- 19 कार्यालय निदेशक इन्टेलीजेन्स ट्रेनिंग एकेडमी, हॉस्टल भवन के शौचालयों की सफाई दिन में दो बार की जावेगी जिसमें शौचालयों की फिनाइल /साबुन के पानी से धुलाई तथा आवश्यकता होने पर एसिड से सफाई करना सम्मिलित है। ऐसा न करने पर 20/- रुपये प्रतिदिन प्रति बाथरूम शास्ति आरोपित की जावेगी।
- 20 माह में दो बार छत की सफाई करनी होगी सफाई नहीं करने की दशा में 200/- रुपये प्रति माह की दर से शास्ति काटी जायेगी।
- 21 भवन परिसर की सड़क तथा अन्दर एवं बाहर के फुटपाथ की सफाई भी प्रतिदिन करानी होगी। सफाई नहीं करने की दशा में 50/- रुपये प्रतिदिन की दर से शास्ति काटी जायेगी।
- 22 कार्यालय निदेशक इन्टेलीजेन्स ट्रेनिंग एकेडमी भवन की समस्त सीढ़ियों की रेलिंग, पोर्च एवं चौक में स्थित रेलिंग की सफाई भी प्रतिदिन करनी होगी। सफाई नहीं करने की दशा में 50/- रुपये प्रतिदिन की दर से शास्ति काटी जायेगी।
- 23 भवन के समस्त कमरों व पोर्च, के दरवाजों, खिड़कियों के शीशे, खिड़कियों के बेस, शीशे के दरवाजें एवं अन्य समस्त दरवाजें एवं खिड़कियों की सफाई प्रत्येक माह में दो बार करनी होगी। ऐसा न करने पर शास्ति आरोपित

की जावेगी जो 250/- रुपये होगी।

24. भवन की बाहरी दिवारों पर लगे शीशे माह में एक बार साफ करने होंगे। ऐसा न करने पर 500/- रुपये शास्ति आरोपित की जायेगी।
25. भवन के समस्त तलों में स्थित वेंशन, ब्लाईण्ड की सफाई, पर्दों की सफाई प्रत्येक माह में एक बार करनी होगी। वेंशन ब्लाईण्ड की सफाई का कार्य ब्रुश के साथ करना होगा। भवन में स्थापित समस्त पीतल की सामग्री की सफाई ब्राशों के साथ माह में एक बार करनी होगी। अन्यथा, शास्ति आरोपित की जावेगी जो 100/- से अधिक नहीं होगी।
26. समस्त तलों पर थूकदान एवं पीकदान की सफाई एवं उसमें मिटटी तथा राख का परिवर्तन प्रतिदिन कराना होगा। ऐसा न कराने पर शास्ति आरोपित की जावेगी जो 50/- रुपये प्रतिदिन होगी।
27. भूतल पर उद्यान में स्थित पानी के टैंक की सफाई एवं धुलाई दो माह में एक बार करनी होगी। ऐसा नहीं करने पर शास्ति 300/- रुपये प्रति 2 माह होगी।
28. भवन पर नीली वर्दी में एक सफाई कर्मचारी कार्यालय समय में सुबह 9 से सायं 6.30 बजे तक उपलब्ध कराना होगा।
29. राजकीय अवकाश के दिनों में ठेकेदार को दो सफाई कर्मी उपलब्ध कराना होगा तथा भवन की समस्त सड़कों एवं फुटपाथ की सफाई करानी होगी।
30. भवन के समस्त कमरों, कोरीडोर में स्थित ट्यूबलाईट फिक्सचर्स, पंखे लाइटें इत्यादि की सफाई 02 माह में एक बार करानी होगी। ऐसा न करने पर शास्ति 500/- रुपये प्रति 2 माह प्रति तल आरोपित की जायेगी।
31. भवन के समस्त तलों पर स्थापित बोर्ड एवं चार्टों की सफाई सप्ताह में एक बार करनी होगी। ऐसा न करने पर शास्ति 200/- रुपये प्रतिमाह आरोपित की जावेगी।
32. कार्यालय निदेशक इन्स्टीट्यूट ट्रेनिंग एकेडमी परिसर के समस्त तलों के कमरों, कोरीडोर में स्थित ट्यूबलाईट फिक्सचर्स, पंखे लाइटें इत्यादि की सफाई माह में एक बार करानी होगी। ऐसा न करने पर शास्ति 500/- रुपये प्रतिमाह प्रति तल आरोपित की जायेगी।
33. कार्य के दौरान शौचालयों में स्थापित नल, वेस्ट पाइप, सिस्टर्न आदि में आयी खराबी/टूटफूट की जिम्मेदारी ठेकेदार की होगी। ठेकेदार को उन्हें तुरन्त ठीक कराना होगा। वाशवेशन, यूरिनल पोट, कमांड, जी.आई. पाइप मय फिटिंग एवं सिस्टर्न को विभाग द्वारा उपलब्ध कराने पर ठेकेदार द्वारा स्थापित करवाये जायेगे।
34. समस्त तलों पर स्थापित मूत्रालय, निकासी पाइप, वॉशवेसिनो के निकासी पाइप, मूत्रालयों की टंकियों एवं पीवीसी पाइपों की देखभाल एवं समस्त कार्यों की सामग्री परिवर्तन करना होगा। शौचालयों की निकासी पाइपों एवं अन्य निकासी पाइप चोक हो जाने पर उनकी सफाई तुरन्त करनी होगी।
35. बोलीदाता द्वारा बिल तीन प्रतियों में प्रतिमाह प्रस्तुत किया जायेगा।
36. कार्य सन्तोषप्रद होने पर प्रभारी अधिकारी, सफाई कार्य द्वारा बिल के प्रमाणीकरण के बाद आयकर नियमों के अनुसार आयकर की कटौती करके भुगतान की कार्यवाही नियमानुसार करेगा।

4. Conditions of Contract and Special Conditions of Contract

4.1. Introduction

#	Clause		Sub-Clauses
5.1.1.	Definitions	5.1.1.1	The following words and expressions shall have the meanings hereby assigned to them: i. "RTPP Act" means the Rajasthan Transparency in Public Procurement Act., 2012. ii. "RTPP Rules" means the Rajasthan Transparency in Public Procurement Rules, 2013. iii. "Completion" means the fulfillment of the Goods Supply by the Supplier in accordance with the terms and conditions set forth in the Contract. iv. "Contract" means the contract entered between the Procuring Entity and the successful bidder (Supplier) concerning the subject matter of procurement, together with the Contract Documents referred to therein, including all attachments, appendices, specifications and codes and all documents incorporated by reference therein. v. "Contract Documents" means the documents listed in the Agreement, including any amendments thereto. vi. "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract. vii. "Day" means calendar day. viii. "Delivery" means the transfer of the Goods from the Supplier to the Procuring Entity in accordance with the terms and conditions set forth in the Contract. ix. "CC" mean the Conditions of Contract x. "Goods" includes all articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves; xi. "Procuring Entity" means an entity referred to in Section 3(2) of RTPP Act. xii. "Supplier" means the natural person, private or Government Entity, or a combination of the above, whose Bid to perform the Contract has been accepted

#	Clause		Sub-Clauses
			by the Procuring Entity and is named as such in the Agreement and includes the legal successors or permitted assigns of the Supplier. xiii. "The Site" where applicable, means the place where the cleaning and sanitation work is required to be performed or any other place named in the Schedule of Supply.
5.1.2.	Interpretations	5.1.2.1	In the Contract, except where the context requires otherwise. i. words indicating one gender include all genders. ii. words indicating the singular also include the plural and words indicating the plural also include the singular. iii. provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing. iv. "written" or "in writing" means hand-written, type-written, printed, or electronically made, and resulting in a permanent record. v. the word "tender" is synonymous with "bid" and "tenderer" with "bidder" and the words "Bid Document" with "bidding document". The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

5.2. General

#	Clause		Sub-Clauses
5.2.1.	General Terms	5.2.1.1.	Entire Agreement The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and includes the CC, bidding forms, schedules, appendices, all attachments listed in the agreement
		5.2.1.2.	Amendment No amendment or other variation of the Contract document shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
		5.2.1.3.	Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all

#	Clause		Sub-Clauses
			parts thereof) are intended to be correlative, complementary, supplementary, and mutually explanatory.
5.2.2.	Code of Integrity	5.2.2.1.	The Supplier is required to comply with the Code of Integrity and its prevailing sanctions policies and procedures as set forth in the Section 11 (Code of Integrity) of RTPP Act and Rule 80(2) (Code of Integrity) of RTPP Rules and its amendments. Further, none of them shall indulge in corrupt, fraudulent, coercive, and collusive practices. For this clause, these practices are defined as below: 1. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party. 2. "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation. 3. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party. 4. "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party
		5.2.2.2.	The Procuring Entity shall take legal action against the Supplier under Section 11 (3), Section 46 and chapter IV of RTPP Act, if it breaches any provisions of the Code of Integrity or is determined to have engaged directly or through an agent in corrupt, fraudulent, coercive, or collusive practices in competing for or in execution of the Contract.



#	Clause		Sub-Clauses
5.2.3.	Language	5.2.3.1.	The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the language specified in the document. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by a self-attested accurate translation of the relevant passages in the language specified in the document, in which case, for purposes of interpretation of the Contract, this translation shall govern.
		5.2.3.2.	The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
5.2.4.	Notices	5.2.4.1.	A notice, consent or other communication under this Bid is only effective if it is in writing (written form or electronic form with proof of receipt), signed by or on behalf of the party giving it and it is received in full and legible form at the addressee's address [or facsimile number]. It is regarded as received at the time and on the day it is actually received on any calendar days.
		5.2.4.2.	For the purposes of this clause, a party's address and facsimile number are considered to be same as mentioned or used by the bidder at the time of bidding and the address of PE is mentioned in this bid only, unless the party has notified a changed address or facsimile number in which case the notice, consent, approval, or other communication must be to that address or number
			If a party changes address and fails to notify the other party or parties of this change and the new address, delivery of notices to that party at that new address is deemed compliant with the notice obligation under this clause.
5.2.5.	Governing Law	5.2.5.1.	The Contract shall be governed by and interpreted in accordance with the laws of the Central Government/ laws of State Government of Rajasthan.

#	Clause		Sub-Clauses
5.2.6.	Confidential Information	5.2.6.1.	In addition to the requirements of the provisions of Section 49 of RTPP Act and Rule 77 of RTPP Rules regarding Confidentiality, the Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. However, in case of electronic data or information, the Procuring Entity may not hold such responsibility for access to data online by any third party.
		5.2.6.2.	The Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the procurement, or other work and services required for the performance of the Contract.
		5.2.6.3.	The provisions of CC Clause 5.2.8 [Confidential Information] shall survive completion or termination, for whatever reason, of the Contract.

5.3. Contract Details

#	Clause		Sub-Clauses
5.3.1.	Scope of Supply	5.3.1.1.	The Manpower to be supplied shall be as specified in Schedule of Supply for bidders.
5.3.2.	Procuring Entity's Right to extend the period of Rate Contract	5.3.2.1.	Procuring Entity's Right to Extend the period of Rate Contract as per Rule 29 (2) (i) of RTPP Rules may be for 03 months on same price, terms, and condition if market prices have not fallen during the period for the subject matter of procurement or its constituents, to be procured under the rate contract. As per Rule 29 (2) (a) RTPP Rules , in rate contract NIB an approximate quantity of required goods would be indicated but no minimum quantity is guaranteed.
	Procuring Entity's Right to vary quantity	5.3.2.2.	Procuring Entity's right to vary quantity would be as per Rules 73 (1) and (3) of RTPP Rules . If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

5.4. Contract Price and Payments

#	Clause		Sub-Clause
5.4.1.	Contract Price	5.4.1.1.	The Contract Price shall be as specified in the Agreement subject to any additions (Statutory Variation in Taxes on higher side) and adjustments (Quantity Tolerance in Supply which could be more or less) thereto, or deductions (Statutory Variation in Taxes on lower side, Liquidated Damages Levied), price variation, if any therefrom, as may be made pursuant to the Contract.

#	Clause		Sub-Clause
5.4.2.	Terms of Payment	5.4.2.1.	1 The payment of the contract price on per month basis shall be done only on the basis of a satisfactory work completion certificate every month duly signed by both supplier and an authorized person of the PE 2 The conditions as mentioned in Finance department circular F.2(1)vitt/SPFC/2017 dated 30.04.2018 must be fulfilled by the Supplier for the payment on monthly basis
		5.4.2.2.	The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the work done, and upon fulfillment of all the obligations stipulated in the Contract
		5.4.2.3.	Payments should be made by the Procuring Entity, after submission of an invoice or request for payment by the Supplier, and the Procuring Entity has accepted it as per conditions of contract. All remittance charges shall be borne by the supplier.
		5.4.2.4.	The currency in which payments shall be made to the Supplier under this Contract shall be Indian Rupees only.

Handwritten signature and initials in black ink, located at the bottom left of the page.

#	Clause		Sub-Clause
5.4.3.	Performance Security	5.4.3.1.	The Supplier shall, within fifteen (15) days or a period specified in the document, of the Notification of Award, sign the Agreement form and provide a Performance Security Declaration for the due performance of the Contract for the amount as per the percentage of performance security applicable on him The Performance Security shall be denominated in the Indian Rupees only.
		5.4.3.2.	The Performance Security as per Rule 75 of RTPP Rules shall be deposited in one of the following forms: - Deposit through eGRAS; or - Bank Draft or Banker's Cheque of a Scheduled Bank in India; or National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the Procuring Entity with the approval of Head Postmaster; or Bank guarantee shall be of a scheduled Bank in India in prescribed or other acceptable format or from other Issuer acceptable to the Procuring Entity. The bank guarantee shall be got verified from the issuing bank and confirmer, if any.; or Fixed Deposit Receipt (FDR) of a Scheduled Bank in India. It shall be in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to the Procuring Entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit as per Rule 75 (3) (e) of RTPP Rules. - As per Rule 75 (4) of RTPP Rules, the Performance Security furnished in the form other than submitted through eGRAS shall remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations

Handwritten signature and mark

#	Clause		Sub-Clause
			and maintenance and defect liability period.
		5.4.3.3.	The proceeds of the Performance Security shall be forfeited and shall be payable as compensation to the Procuring Entity on happening of any of the events mentioned below: i. Upon occurrence of Supplier default or fails to make complete supply satisfactorily within the time specified the Procuring Entity shall without prejudice to its other rights and remedies, hereunder or in law, be entitled to encash from the Performance security as damages for such Supplier default; or ii. if the Supplier breaches any provision of the Code of Integrity prescribed for Bidders specified in the RTPP Act and Chapter VI of RTPP Rules and this Bidding Document the supplier would be liable for forfeiture of the Performance Security. Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.
		5.4.3.4.	The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier promptly following the date of satisfactory completion of the Supplier's performance obligations under the Contract.

5.5. Exclusive Jurisdiction

5.5.1.	Jurisdiction of courts	5.6.1.1.	The Courts at Jaipur in Rajasthan shall alone have jurisdiction in respect of all claims and matters arising under the consignment or for the supply of goods
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Signature

5. Bidding Forms

5.1. Checklist

Bidding Forms includes all such forms bidders are required to use / fill and submit along with their Bids. These forms are to be used without modification and to be filled as per instructions given in footnote. The documents which are to be attached in support of the information submitted should be digitally signed. Procuring Entity reserves the right to verify the information submitted. Check list is also included to ensure that Bidders do not miss submission of any information or document.

Checklist: The Bid must necessarily contain scanned copies of all the filled-up forms of Bid along with self-attested copies of the relevant referred documents as proof.

#	Activity	Form Number	Whether submitted Yes / No ⁴	Page No.	Remarks, if any
Checklist for Techno-commercial Bid (Documents Establishing the conformity of the Supply of Goods)					
A. Documentation required for Preliminary Examination of Bids as per Rule 56 of RTPP Rules (as listed in Section 3.2.1)					
1.	Letter of Bid, as per Bidding Forms	TECH-1			
2.	Authorisation in favour of the signatory of the Bid authorizing him/her to commit the Bidder, in accordance with ITB Clause 2.2 (1) [Documents comprising of Bids] <i>Alternative- An organizational document, board resolution or its equivalent specifying the representative's authority to sign the Bid is also acceptable and should be uploaded along with the Bid.</i>	TECH-2			
3.	Proof of Payment of cost of Bid document and Processing fees or user charges				
(a)	Cost of Bidding document and Processing fees or user charges submitted through single challan on eGRAS.	-			
4.	Bid Security or Bid Securing Declaration				
a.	Bid Security for required amount submitted through single challan on eGRAS	-			
	i. Bank Guarantee as per format in Bidding document; or	TECH-3			

⁴ To be filled by Bidder

#	Activity	Form Number	Whether submitted Yes / No ⁴	Page No.	Remarks, if any
	ii. Bid Securing Declaration submitted as per Bidding Forms	TECH-4			
b.	Validity Date of Bank guarantee and Bid Securing Declaration (Valid up to 30 days beyond the bids validity as specified in ITB Clause 2.3 1. (2) [Bank guarantee]	TECH-3 and TECH-4			
c.	Amendment in Bid Security (if any)	-			
B. Essential documentation required for Techno-commercial Examination of Bids (as listed in Section Essential Documents for Techno-commercial Examination)					
5.	Declaration by the Bidder under Section 7 (<i>Qualification of Bidder</i>), Section 11 (<i>Code of Integrity</i>) of the RTPP Act and Declaration by the Bidder that they have not been debarred under Section 46 of RTPP Act. If debarred than details provided.	TECH-5			
6.	Proof of registration of bidder, by submission of any of the following- Documents defining the constitution or legal status, place of registration, and principal place of business;				
(a)	Any company, registered/ incorporated under 'Companies Act, 1956/2013'.	-			
(b)	<u>Proprietorship firm Registration under the Shop and Commercial establishment Act, 1958</u>	-			
(c)	Partnership firm registered under "The Indian Partnership Act, 1932".	-			
(d)	Employee State Insurance Act 1948				
(e)	Employee Provident Fund Act 1952				
f	<u>Rajasthan contract labour act 1970</u>				



#	Activity	Form Number	Whether submitted Yes / No ⁴	Page No.	Remarks, if any
(g)	Copy of valid PAN card				
(h)	Copy of GST certificate along with latest quarterly return				
(i)	Copy of MSME (Udyog adhaar, Entrepreneurs Memorandum-II/Udyam registration, Any other registration etc.) certification [Applicable / Not Applicable]				

C. Additional Techno-commercial evaluation, if required (as listed in Section Additional Techno-commercial Evaluation)

(a)	Document for determining size of Operation (Average Annual Turnover)	TECH - 7			
(b)	Document for determining Contractual Experience	TECH - 6			
7.	Any other documents specified in Bidding Forms (if any)				
(a)					
(b)					
8.	Any other documents submitted by the Bidder to strengthen the Bid				

#	Activity	Form Number	Whether submitted Yes / No ⁴	Page No.	Remarks, if any
(a)					
(b)					
Checklist for Financial Bid					
1.	Financial Bid Schedules				
(a)	Price Schedule for Supply to be Supplied from within India	FIN - 1			

Appendices

A.1. Appendix – Bidding Forms (Techno-commercial and Financial Forms)

Form Number	Form Type	Form Name
Form TECH -1 Letter of Bid	Techno-commercial Form	Letter of Bid
Form TECH -2 Authorization for Signing of Bid	Techno-commercial Form	Authorisation for signing of Bid
Form TECH -3 Bank Guarantee	Techno-commercial Form	Bank guarantee
Form TECH -4 Bid Securing Declaration	Techno-commercial Form	Bid Securing Declaration
Form TECH-5 Declaration by Bidder	Techno-commercial Form	Declaration by the bidder under section 7, 11 and 46 of the Act
Form TECH -6 Contractual Experience	Techno-commercial Form	Contractual Experience
Form TECH-7 Size of Operation	Techno-commercial Form	Size of Operation (Avg. Annual Turnover)
Form FIN -1 Price Schedule of Supply	Financial Form	Price Schedule for Supply to be filled in BOQ Excel Sheet

Handwritten signature and checkmark

Form TECH-1 Letter of Bid

(To be executed on company/firm letter head - Self-attested)

[NOTE: The Bidder must accomplish the letter of Bid on its Letterhead clearly showing the Bidder's Complete name and address]

Date: _____

NIB No.: _____

To: Director, Intelligence Training Academy, Jaipur

We, the undersigned, declare that:

- (a) I/ We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders Clause 2.1.3 **[Contents of bidding document]** and I/we will abide by all the terms and conditions mentioned in the bid document.
I/ We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Schedule of Supply, the following Goods: Installation of Language lab at ITA on turn-key basis
- (b) I/ We have submitted **bid document cost** of INR, **processing fees/ user fees** INR and **bid security amount** INR If I/ We have availed benefit of concessional bid security amount, then I/ We have submitted the relevant document along with my bid which is **digitally signed**.
- (c) My/Our Bid consisting of the Techno-commercial Bid and the Price 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) My/Our Techno-commercial Bid is in conformity with all the Requirement(s) as per Schedule of Supply
- (e) I/We undertake, if our bid is accepted, to commence work on the Goods and to supply Goods within the respective times stated in the Bidding Documents.
- (f) My/Our firm fulfil all the eligibility criteria mentioned in ITB 2.1.2 **[Eligible Bidder and Supply]**
- (g) If our Bid is accepted, we commit to obtain a Performance Security in the amount of **[Insert percentage]** _____ percent of the Contract Price or shall submit the Performance Security Declaration for the due performance of the Contract. In case additional quantity is to be supplied than I agree to submit additional performance security.
- (h) I/ We agree to permit procuring entity or its representative to inspect our accounts and records and other documents relating to the bid submission.
- (i) I/ We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded,

- (j) I/ We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (k) I/ We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive as per Rule 72 of RTPP Rules.

Name: _____ *[insert complete name of person signing the bid]*

In the capacity of _____ *[insert legal capacity of person signing the bid]*

Signed: _____ *[insert signature of person whose name and capacity are shown above]*

Duly authorized to sign the Bid for and on behalf of _____ *[insert complete name of the bidder]*

Date: _____ *[insert date of signing]*

[Handwritten signatures]

Form TECH-2 Power of Attorney for signing of Bid

(To be executed on a Non-judicial Stamp Paper duly notarized)

Know all men by these presents, We..... [name of the firm and Address of the registered office] do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. [name], son/daughter/wife of [name] and presently residing at [place name] , who is presently employed with us and holding the position of [designation] , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for qualification and submission of our Bid for the Supply of " [mention goods] " required by [Name of the Procuring Authority] (the "Authority") including but not limited to signing and submission of all bids, Bids and other documents and writings, participate in Pre-bids and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of contracts consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Contract.

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

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20....

For

[Signature, name, designation and Address]

Witnesses:

1.

(Notarized)

2.

Accepted

.....

(Signature)

[Name, Title and Address of the Attorney]



Form TECH-3 Bank guarantee

Bank Guarantee - Unconditional

(To be executed on a non-judicial stamp paper of value as recommended by the bank)

(To be issued by a Scheduled Bank in India or other Issuer acceptable to the Procuring Entity)

[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: [insert name and address of the Procuring Entity]

Date: [insert date]

Bid Security No.: [insert number]

We have been informed that [insert name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated [insert date] (hereinafter called "the Bid") for the execution of [insert name of contract] under Notice Inviting Bids No. [insert NIB number] ("the NIB").

Furthermore, we understand that, according to your conditions, bids must be supported by a Bank guarantee.

At the request of the Bidder, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [insert amount in figures] [insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn or modified its Bid after deadline for submission of bids, during the period of bid validity in the Bid document; or
- (b) having been notified during the period of bid validity specified in the Bid Document, about the acceptance of its Bid by you,
 - (i) failed or refused to execute the Contract Agreement within the time specified in the Bid Document, or
 - (ii) failed or refused to furnish the performance security, in accordance with the Bid Document within the time specified in the Bid Document, or
- (c) has breached a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of the Bidder's bid.

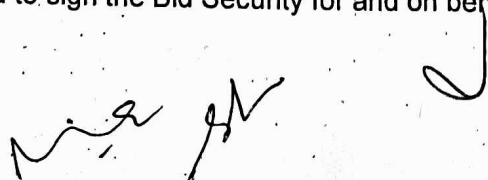
Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Signed: _____ [insert signature of person whose name and capacity are shown]

Name: _____ [insert complete name of person signing the Bid Security]

In the capacity of: _____ [insert legal capacity of person signing the Bid Security]

Duly authorized to sign the Bid Security for and on behalf of _____ [insert name of the Bank]



Dated on day of _____ [insert date of signing]

Bank Name and complete branch address: _____

_____ Pin: _____

Bank's Seal _____

[affix seal of the Bank]

Handwritten signature and checkmark

Form TECH-4 Bid-Securing Declaration

(To be executed on a Rs 100/- non-judicial stamp paper)

Date: [insert date (as day, month, and year)]

NIB No.: [insert NIB number]

To: [insert complete name and address of Procuring Entity]

We, the undersigned, declare that we are a [Strike out which is not applicable. Please enclose an authentic certificate issued by the Administrative Department of respective government under which the bidder entity is constituted.]:

- (i) Departments/Boards of the State Government or Central Government; or
- (ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; or
- (iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or
- (iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.

We understand that we are eligible for submission of a Bid Securing Declaration in lieu of Bid Security under Rule 42 (3) of RTPP Rules, 2013

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with you, [insert designation of the Procuring Entity], for the period of [insert number of months or years, as required by the Procuring Entity] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, more specifically, if we:

- (a) withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity specified in the Bid Data Sheet (hereinafter "the BID DOCUMENT"); or
- (b) having been notified during the period of bid validity specified in the BID DOCUMENT, about the acceptance of our Bid by you,
 - i. fail or refuse to execute the Contract Agreement within the time specified in the BID DOCUMENT,
 - ii. fail or refuse to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB") within the time specified in the BID DOCUMENT, or
- (c) breach a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Signed: _____ [insert signature of person whose name and capacity are shown]

Name: _____ [insert complete name of person signing the Bid-Securing Declaration]

In the capacity of: _____ [insert legal capacity of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: _____ [insert complete name and address of the Bidder]

Dated on day of _____ [insert date of signing]

Corporate Seal _____ [affix corporate seal of the bidder]

Handwritten signature

Handwritten checkmark

Form TECH-5 Declarations by the Bidder

(To be executed on a Rs 100/- non-judicial stamp paper and duly notarized)

In relation to our Bid submitted to [enter designation and address of the procuring entity] for procurement of [insert name of the Goods] in response to their Notice Inviting Bids No. Dated we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/We are eligible and 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 our obligation to pay such of the taxes payable to the Central Government or 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 our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons.
4. I/We and our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
5. I/We have not been/have been debarred under Section 46 of RTPP Act. In case the Bidder is debarred by any other Procuring Entity of State/Central Government or in any country in last three years then following details to be provided for each Procuring Entity:
 - (i) Name of Entity State/Centre or Country:
 - (ii) Period of debarment [start and end date]:
 - (iii) Reason for the debarment:
6. I/We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition. 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
7. I/We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules, and this Bidding Document, till completion of all our obligations under the Contract. This means that 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.

Date:

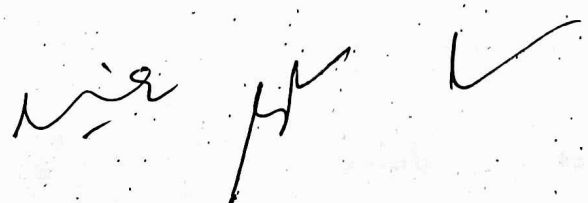
Place:

Signature of Bidder

Name:

Designation:

Address:



Form TECH-6 Contractual Experience

(To be executed on company/firm letter head - Self-attested)

I/We [Name of firm / company] do hereby certify that we have supplied Manpower for cleaning and sanitation work as per details given below for 3 years:

Contractual Experience		
Contract No of	Contract Identification	
Award Date		Completion Date
Role in Contract	☐ Supplier	
Total Contract Amount	INR	
Procuring Entity's name Address Telephone/Fax Number E-mail		
Description of the similarity in accordance (Evaluation and Qualification Criteria for Least Cost Method)		

Signature

Form TECH-7 Size of Operation (Average Annual Turnover)

(To be executed on CA firm's letter head - Self-attested)

The average gross turnover of M/s [Name of the firm / company]
..... and address [Insert address] For the last
audited are given below and certified that the statement is true and correct as per the book of records
of the above-mentioned firm and through online certificate number ... [Mention certificate number]
.....

Annual Turnover for the <u>Preceding</u> [last 3 financial years ending on 2024] _ Years	
Year	Turnover in lakhs (INR)
Total Turnover in INR Lakhs	
Average Annual Turnover in INR Lakhs	

[Note: Turnover for the current financial year can be considered if the accounts are audited and certified by Chartered Accountant or attach Balance Sheet for respective years as a proof of document.]

Registration No. of Chartered Accountant / Firm shall be mentioned here

Date

Signature of the Bidder

Signature of auditor/seal

Chartered Accountant (Name and address).....[insert complete
name and address of Chartered Accountant/ Firm]

UDIN

Telephone Number:

Mobile Number:

Form Fin-1 Price Schedule for Supply

(To be offered from within – India)

Name of Bidder _____					NIB Number _____				
Package Name: MANPOWER ON JOB BASIS FOR CLEANING AND SANITATION WITH MATERIAL									
Description	The Minimum wages				EPF	ESI	Material cost	Service charge	Total
	category	Minimum wage	No.	Amt					

	Not to be filled instead submit rates in Excel Sheet (BOQ) enclosed along with Bid Document on E-Procurement Portal	
	Not to be filled instead submit rates in Excel Sheet (BOQ) enclosed along with Bid Document on E-Procurement Portal	
	Not to be filled instead submit rates in Excel Sheet (BOQ) enclosed along with Bid Document on E-Procurement Portal	

Name: _____ [insert complete name of person signing the bid]
 In the capacity of _____ [insert legal capacity of person signing the bid]
 Signed: _____ [insert signature of person whose name and capacity are shown above]
 Duly authorized to sign the Bid for and on behalf of _____ [insert complete name of the bidder]
 Date: _____ [insert date of signing]

Handwritten signature and checkmark

A.2. Appendix – Contract Forms (Agreement Form)

(To be executed on a Rs 500/- non-judicial stamp paper)

An agreement made this _____ day of _____ between _____ (hereinafter called "the Supplier"), which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and the Governor of Rajasthan/ _____ [name of the Procuring Entity if other than a department of the State Government] (hereinafter called "the Procuring Entity") which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

WHEREAS the Procuring Entity invited Bids for MANPOWER ON JOB BASIS FOR CLEANING AND SANITATION WITH MATERIAL _____ and has accepted a Bid submitted by the Supplier for the supply of Manpower and related services for the sum of _____ [amount in figures and words] (herein after "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. The Procuring Entity's Notification to the Supplier of Award of Contract;
 - b. The Bid Submission Sheet and the Price Schedules including negotiated Price, if any, submitted by the contractor;
 - c. The Conditions of Contract;
 - d. The Schedule of Supply;
 - e. Instructions to Bidders;
 - f. The Notice Inviting Bids;

In the event of any discrepancy or inconsistency within the Contract documents, the documents shall prevail in the order listed above.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Central and the State Government on the day, month and year first mentioned herein before.

Witness 1

Witness 2

Signed by:

(for the Supplier)

Name _____

Designation _____

Address _____

Signed by:

[for the Procuring Entity]

(On behalf of Governor of the
State of Rajasthan)

Name _____

Designation _____

Address _____

Witness 1

Witness 2

Handwritten signature and checkmark

Performance Security

(To be given by a Scheduled Bank in India)

(To be executed on a Rs 100/- non-

judicial stamp)

..... [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: [Name and Address of Procuring Entity]

Date:

Performance Guarantee No.:

We have been informed that [name of the Supplier] (hereinafter called "the Supplier") has entered into Contract No. [reference number of the Contract] dated with you, for the supply of [name of contract and brief description of the Goods] (here in after called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we [name of the Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of INR* [amount in figures] (INR..... [amount in words]) such sum being payable upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

The Guarantor agrees to extend this guarantee for a specified period in response to the Procuring Entity's written request for such extension for that specified period, provided that such request is presented to the Guarantor before the expiry of the guarantee.

This guarantee shall expire, no later than the Day of , **, and any demand for payment under it must be received by us at this office on or before that date.

Seal of Bank and Authorized Signature(s)

* The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract

** Insert the date sixty days after the expected completion date, including period of Warranty/ Guarantee and maintenance period, if any.

[Notes: 1. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.]

Performance Security Declaration

(To be executed on a Rs 100/- non-judicial stamp)

Date: _____ [insert date (as day, month and year)]

Contract Name and No.: _____ [insert name and number of Contract]

To: _____ [insert Designation and complete address of Procuring Entity]

We, the undersigned, declare that we are a (Strike out which is not applicable. Please enclose an authentic certificate issued by the Administrative Department of respective government under which the bidder entity is constituted.):

(i) Departments/Boards of the State Government or Central Government; or

(ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; or

(iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or

(iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.

We understand that we are eligible for submission of a Performance Securing Declaration in lieu of Performance Security under Rule 75 (1) of RTPP Rules, 2013

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfillment of our all performance obligations under the Contract for _____ [insert name of subject matter of procurement]

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of _____ [Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the performance Security Declaration is to be executed] starting on the date that we receive a notification from you, the _____ [Designation of the Procuring Entity] that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract,

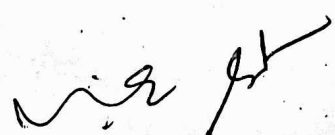
We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signed: _____ [insert signature of person whose name and capacity are shown]

In the capacity of: _____ [insert legal capacity of person signing the Performance Security Declaration]

Name: _____ [insert complete name of person signing the Declaration]

Duly authorized to sign the Contract for and on behalf of: _____ [insert complete name and



address of the Bidder]

Dated on _____ day of _____ [insert date of signing]

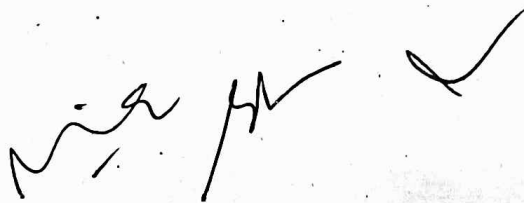
Corporate Seal _____

Handwritten signature and checkmark

A.3. Appendix – e-Procurement Process⁵

The eProcurement System of Rajasthan enables the Bidders to download the Bid Schedule free of cost and then submit the bids online through this portal. Vendors intending to participate in the e-bids of Rajasthan Government can enroll themselves through **Online Enrollment of Corporate/Bidder in website eProcurement System Government of Rajasthan**. For Registration the Digital Signature enrollment has to be done with the e-token, after logging into the portal. Digital Signature Certificate (DSC) 'Class III' type will in bidder's name from an approved certifying agency. DSC/ e-token may be obtained from one of the authorized Certifying Authorities approved. The list of certifying authorities issuing the Digital Signature Certificates is available on the website www.cca.gov.in. The digital signature certificates (DSC) are issued with limited currency / validity date. Detailed information is also available in Bidder Manual Kit of website **eProcurement System Government of Rajasthan** i.e. <https://eproc.rajasthan.gov.in> for hassle_free_bid_submission

⁵ The instructions stand valid as on July 19, 2021, the Procuring Entity and Bidder are advised to check the updated e-procurement process if any on the SPPP or e-procurement website of GoR.



A.4. Appendix: Grievance Handling Procedure 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 Appellate Authority _____ [mention designation and address] or Second Appellate Authority _____ [mention designation and address], in accordance with the provisions of chapter III of RTPP Act and chapter VII of RTPP Rules.

(1) Filing an appeal

- a. 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 the First Appellate Authority as specified in the Bid Data Sheet, within a period of ten days from the date of such decision, action, or 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 in terms of section 27 of the Act, 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 Techno-commercial Bid before the opening of the Financial Bid, an appeal related to the matter of Financial Bid may be filed only by a Bidder whose Techno-commercial Bid is found to be acceptable.

- b. After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal.
- c. If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal 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 the Second Appellate Authority as specified in the Bid Data Sheet, within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties.

(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 bidding 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.

(3) Form and procedure of filing an appeal

- a. An appeal shall be in the annexed Form along with as many copies as there are respondents in the appeal.

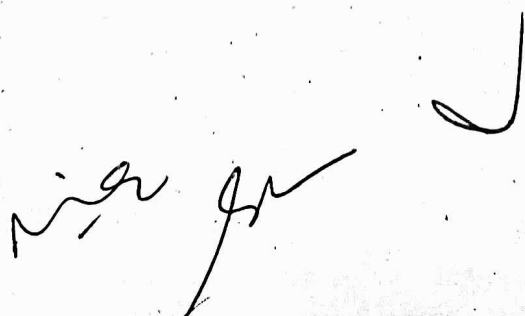
- b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(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.

(5) Procedure for disposal of appeals

- 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 be placed on the State Public Procurement Portal.



FORM No. 1

[See Rule 83 of RTPP Rules]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No of

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

- (i) Name of the appellant:
- (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)

7. Prayer:

.....
.....

Place

Date

Appellant's Signature

