

**RFP for House Keeping, Support Staff & Plumbing Services at different R-CAT locations
& its premises across the State**

**Request for Proposal (RFP) for
House Keeping, Support Staff & Plumbing Services at different R-CAT locations & its premises
across the State**

Reference No.: F7.1(3)/RCAT/R&M/2026/00052/201

Dated: 18/03/2026

Unique Bid No.: RCT2526SLOB00004

Mode of Bid Submission	Online through eProcurement/ eTendering system at http://eproc.rajasthan.gov.in
Tendering Authority/ Purchaser	Rajasthan Centre of Advanced Technology (R-CAT), Soochna Kendra, Near Trauma Centre, SMS Hospital, Tonk Road, Jaipur-302001 (Rajasthan)
Date & Time of Pre-bid meeting	25/03/2026 at 11:00 AM
Last Date & Time of Submission of Bid	16/04/2026 till 3:00 PM
Date & Time of Opening of Technical Bid	16/04/2026 at 3:00 PM

Cost of Tender Document: As per NIB

RISL Processing fee: As per NIB

Name of the Bidding Company/ Firm:			
Contact Person (Authorised Bid Signatory):			
Correspondence Address:			
Mobile No.		Telephone & Fax Nos.:	
Website & E-Mail:			

Rajasthan Centre of Advanced Technology

Soochna Kendra, Near Trauma Centre, Opposite SMS Hospital, Tonk Road, Jaipur -302001 Tel:
0141-2923851, Website:; Email: amit.risl@rajasthan.gov.in

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ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
AMC	Annual Maintenance Contract
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Bid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
BoM	Bill of Material
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. MD, R-CAT in this bidding document.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
COTS	Commercial Off The Shelf Software
Day	A calendar day as per GoR/ GoI.
DeitY, GoI	Department of Electronics and Information Technology, Government of India
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.
ETDC	Electronic Testing & Development Centre
FOR/ FOB	Free on Board or Freight on Board
GoI/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	"Goods" means a tangible physical product that can be contrasted with a service which is intangible i.e. all the products which the bidder is required to supply to Purchaser under the Contract.
GST	Goods and Service Tax
ICT	Information and Communication Technology.
IFB	Invitation for Bids (A document published by the procuring entity inviting bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting bid and request for proposal)
INR	Indian Rupee
ISI	Indian Standards Institution

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ISO	International Organisation for Standardisation
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NeGP	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
Project Site	Wherever applicable, means the designated place or places.
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. R-CAT in this RFP document.
RajSWAN/ RSWAN	Rajasthan State Wide Area Network
R-CAT	Rajasthan Centre of Advanced Technology
RSDC	Rajasthan State Data Centre, New IT Building, Jaipur
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
SSDG	State Services Delivery Gateway

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State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.rajasthan.gov.in
STQC	Standardisation Testing and Quality Certification, Govt. of India
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number
TPA	Third Party Auditors
VAT/ CenVAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order

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1. NOTICE INVITING BID (NIB)

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1. NOTICE INVITING BID (NIB)

Ref. No.: F7 1(3)/RCAT/R&M/2026/00052/201

Date: 18/03/2026

Unique Bid No.: RCT2526SL0B00004

Name & Address of the Procuring Entity	Name: Rajasthan Centre of Advanced Technology (R-CAT) Address: Soochna Kendra, Near Trauma Centre, Opposite SMS Hospital, Tonk Road, Jaipur -302001
Name & Address of the Project Officer In-charge (POIC)	Name: Sh. Amit Sharma Designation: General Manager (Technical) Address: 2nd floor, Soochna Kendra, Near Trauma Centre, Opposite SMS Hospital, Tonk Road, Jaipur -302001 Email: amit.risl@rajasthan.gov.in
Subject Matter of Procurement	RFP for House Keeping, Support Staff & Plumbing Services at different R-CAT locations & its premises across the State
Bid Procedure	Single-stage: Two part (envelop) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS)-I.I
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	Websites: http://sppp.rajasthan.gov.in, http://eproc.rajasthan.gov.in, http://www.doitc.rajasthan.gov.in, http://rcat.rajasthan.gov.in Bidding document fee: Rs. 1000/- (Rupees One Thousand Only) in Cash/Banker's Cheque/Demand Draft in favor of "Managing Director, Rajasthan Centre of Advanced Technology" payable at "Jaipur". RISL Processing Fee: Rs. 2000 (Rupees Two Thousand Only) in Demand Draft in favor of "Managing Director, RISL" payable at "Jaipur".
Estimated Procurement Cost	Rs. 2,00,00,000/- (Rupees Two Crore Only)
Bid Security (EMD) and Mode of Payment	Amount (INR): 4,00,000/- (2% of Estimated Procurement Cost) Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee of a Scheduled Bank in favor of "Rajasthan Centre of Advanced Technology" payable at "Jaipur" as per RFP.
Period of Execution of Work	2 Year
Period of Sale/Download of Bidding Document (Start/ End Date)	Start Date: 19/03/2026 from 06:00 PM End Date: 16/04/2026 till 3:00 PM
Date/Time for Pre-bid Queries	Pre-bid Meeting at 11:00 AM on 25/03/2026 in R-CAT Conference Room.
Manner, Start/ End Date for the submission of Bids	Manner: Online at eProc website (http://eproc.rajasthan.gov.in) Start Date: 13/04/2026 from 03:00 PM onwards. End Date: 16/04/2026 till 3:00 PM
Submission of Banker's Cheque / Demand Draft for Tender Fee, Bid Security (EMD), and Processing Fee ¹	Till 16/04/2026 up to 3:00 PM
Date/ Time/ Place of Technical Bid Opening	Date: 16/04/2026 at time 04:00 PM Place: Conference Room, 2nd Floor, R-CAT, C-Scheme, Jaipur 302001 (Rajasthan)



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Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	90 days from the date of Bid submission

Note:

- 1) Bidder (authorized signatory) shall submit their offer on-line in electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- 2) * In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft/ Bank Guarantee for Tender Fee, Bid Security, up to prescribed time period, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft/ Bank Guarantee for Bidding document fee and Bid Security should be drawn in favour of "Rajasthan Centre of Advanced Technology" payable at "Jaipur" from any Scheduled Commercial Bank. The 'RISL Processing Fee' should be drawn in favour of 'Managing Director, RISL'.
- 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 4) RCAT will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.
- 5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
- 6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested in training may contact e-Procurement Cell, DoIT&C for booking the training slot.
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)
e-mail: eproc@rajasthan.gov.in
Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
- 7) Pre-bid Queries can be submitted through email only on email ids amit.nsl@rajasthan.gov.in and last Date of submitting clarification request (through email only) by the bidder will be 25/03/2026.
- 8) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 9) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 10) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 11) The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.


Sh. Sanjay Singhal
 Executive Director, R-CAT

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2. PROJECT PROFILE & BACKGROUND INFORMATION

Rajasthan Centre of Advanced Technology (R-CAT) stands as a beacon of opportunity and innovation in the realm of IT education, supported by the steadfast commitment of the Department of Information Technology & Communication (DoIT&C), Government of Rajasthan. R-CAT's mission to foster IT skills among students and professionals, coupled with a vision of creating a conducive ecosystem for career growth, remains unwavering.

R-CAT operates in the hub and spoke model. The hub of R-CAT being R-CAT Jaipur (4 floors + basement + Terrace – Total area 13510 Sq. Mtr.) located at Soohna Kendra, near SMS Hospital, Jaipur. The spokes of the R-CAT are co-located with various universities/educational organizations of Rajasthan. These spoke centres are at the divisional headquarters of the state. The spoke centres are located at –

1. R-CAT Ajmer - Ground floor, Terrace floor - Total area 730 Sq. Mtr.
2. R-CAT Bharatpur - 1 floor - Total area 645 Sq. Mtr.
3. Kota, 1 floor - Total area 760 Sq. Mtr.
4. R-CAT Udaipur - Classroom floor, Corridor floor - Total area 515 Sq. Mtr.

The primary infrastructure of R-CAT across locations is classrooms with physical infrastructures like chairs, tables, desks, Digital display equipment's, Webcams etc and other office space.

Project Profile

R-CAT invites proposals from reputed, competent and professional Firms, who meet the minimum eligibility criteria as specified in this bidding document for providing miscellaneous services in the different offices of R-CAT as mentioned in **Annexure 16**.

List of locations is indicative. The locations may be increased or decreased as per the requirement. The bidder is expected to visit to all above mentioned locations before submission of its bid, for calculation of its financial estimates.

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3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

- 1) A bidder participating in the procurement process shall possess the following minimum pre-qualification/ eligibility criteria.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932.	Copy of valid Registration Certificates -Copy of Certificates of incorporation
2	Financial Turnover	Average Annual Turnover of the bidder during last three financial years 2022-23, 2023-24 and 2024-25 should be at least 4 Cr. from providing housekeeping, and facility management including manpower (as per the last published audited balance sheets).	CA Certificate with UDIN (Unique Document Identification Number) and having CA's Registration Number and Seal
3	Financial: Net Worth	The net worth of the bidder, as on 31-03-2025, should be positive.	CA Certificate with UDIN (Unique Document Identification Number) and having CA's Registration Number and Seal

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S. No.	Basic Requirement	Specific Requirements	Documents Required
4	Technical Capability	The bidder must have an experience in providing mechanized housekeeping, and manpower services during financial years 2022-23, 2023-24 and 2024-2025 with following work order: a. At least one work order of INR 1 Cr. in Central/ State Government, Local Bodies or PSU (Central/State) having offices in multiple locations. OR b. Two work orders of INR 1.5 Cr. cumulative value in Central/ State Government, Local Bodies or PSU (Central/State) having offices in multiple locations. OR c. Three work orders of INR 2 Cr. cumulative value in Central/ State Government, Local Bodies or PSU (Central/State) having offices in multiple locations.	Work Order+ Work Completion Certificate from the client
5	Tax registration	The bidder should have a registered number of I. GST registration II. Income Tax / Pan Number III. ESIC registration IV. Employee provident fund registration V. Group Gratuity	Copies of relevant certificates of registration
6	Other certification	The Bidder must have been registered under the contractor Labour (Regulation and Abolition) Act, 1970 and have a valid labour license obtained from Labour Department for minimum 500 workers/manpower and also ESI & PF registration AND The bidder must be registered under Private Security Agencies (Regulation) Act, 2005 and have a valid PSARA License as on date of bid submission.	Copy of Valid registration certificate
7	Mandatory Undertaking	Bidder should: - a) Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) Not have, and their directors and officers not have, been convicted of any criminal offence related to their professional	A Self Certified letter as per Annexure-5: Self-Declaration

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S. No.	Basic Requirement	Specific Requirements	Documents Required
		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; c) Not have a conflict of interest in the procurement in question as specified in the bidding document. d) Comply with the code of integrity as specific in the bidding document. e) Affidavit on 100/- rupees non judicial stamp paper of No pendency of ESIC, EPF, GST & not to be debar/blacklisted in the last three years (2022-2023, 2023-2024, 2024-2025) by any procurement entity.	

2) In addition to the provisions regarding the qualifications of the bidders as set out in (1) above:-

- a. The procuring entity shall disqualify a bidder as per the provisions under “Clause: Exclusion/ Disqualification of bids in Chapter-5: ITB”; and
- b. The procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications documents in original again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again, as to whether or not the bidder has done so to the satisfaction of the procuring entity.

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4. SCOPE OF WORK

R-CAT intends to hire following services from the selected bidder in R-CAT offices as mentioned in this RFP:

A. House Keeping Services

- Cleaning and sweeping services
- Waste Management
- Dry Cleaning/Vacuuming
- Glass Surface Cleaning
- Washroom Cleaning
- Polishing
- Signage, direction boards and guide maps
- Office & Conference Meeting Management
- Plumbing & Sanitation and its Allied services

B. Supporting staff services

- a. Office help staffs
- b. Security Guards
- c. Supervisor
- d. Project Manager

C. Miscellaneous services

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General Instruction for Scope of Work

- The scope of work covers regular inspection of various services defined in the RFP and monitoring of performance of all the infrastructure / items / equipment's through skilled manpower under different offices.
- The area to be covered under House Keeping, & Cleaning services in all the offices of R-CAT, is as follows: "Entire office space including all the floors, rooms, corridors, basement, roof top surface, staircase, bathrooms/toilets (attached as well as independent), windows (inner side and outer side), doors, pantries, lifts, escalators, facade, front space as well as surrounding open area, required material for repair & replacement and all fixed assets etc."
- The bidder is expected to visit to all the offices, which are being covered under the scope, before making financial assessment for this bid. If the bidder has any doubts, he may clear the same with the concerned R-CAT officers before submission of the bid or by making visits to R-CAT offices before submitting bid.
- If any material required, then the same has to be arranged by the selected bidder on immediate basis.
- Manpower Roles and Responsibilities (**Annexure-21**) may be referred by bidder for deployment of resources in the project.
- The selected bidder must revisit all the areas to be covered under the contract and also submit the detailed plan in the format mentioned in **Annexure -15**, to the nodal officer of R-CAT.
- The bidder is required to maintain sufficient resources at each site like manpower, material and machinery etc. and the same shall be arranged by the bidder according to the area of the site and desired services.
- The selected bidder is required to provide sufficient resource as per special situations like visit/training/event etc., designated at the location of R-CAT centers as per requirement to manage and handle the situation.
- Selected Bidder has to maintain attendance register for his staff and need to share it with R-CAT whenever desired.
- The Selected Bidder would be responsible for the character & conduct of its personnel. Persons with doubtful character, or with a criminal record, or with a history of conviction by competent court of law, will not be deputed for the work under this bid.
- Local office will have to be opened in Jaipur for immediate resolution of problems related to ESI, EPF, payment of employees employed by the firm, such as bank pass book update, ESI pass book update, mobile number update, Aadhaar number update, EPF claim, ESI claim etc and any problem faced by the employees will have to be resolved as soon as possible.
- Selected Bidder will appoint a Supervisor & Project Manager and he/she shall be sitting in a space provided by the R-CAT at its Jaipur Centre, for quick correspondence/Communication. All the workers will report to Supervisor & Supervisor will report to Project Manager. Project Manager will be single point of contact for R-CAT. He shall be responsible for all the assigned task/activity.
- R-CAT shall provide the storage space on every location for keeping materials, tools and chemicals.
- The selected bidder shall provide two set of dress having company to every Personnel (supporting staff, security guard, Housekeeping staff etc.) without any additional cost. In case of winters, one jacket/pullover with company name should be provided without any additional cost.
- The team of the selected bidder must abide all the instructions as and when given by the R-CAT nodal officer in pursuance to the scope of this RFP.
- The selected bidder shall maintain a Help desk for lodging of the complaints and resolving day to day issues during the contract period. After resolving complaints, the help desk shall verify from complainant about the status of complaints resolved.
- Activity wise brief scope of work is being defined here. This scope of work is in brief, but the selected bidder should not be limited to this scope of work:

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4.1 House Keeping, Cleaning and Plumbing services

A. Cleaning & Sweeping Services

Frequency	Task	Details
Daily	Timing and Staffing	The housekeeping staff along with site supervisor should reach to the site at least two hours before the scheduled office timings for housekeeping activities.
	Dedicated Staff	One dedicated staff at every Location designated by R-CAT
	General Cleaning	- Dusting, Sweeping, Mopping, Cleaning and wiping of floors, furniture, fixtures of all floors of the building premises, lifts, escalators and staircases. - Removal of Wastes from dustbin and keeping it properly as directed, Removal of Cob-webs. Emptying all dustbins from all floors and washing or wiping them clean with damp cloth, replacing plastic and returning items where they were located.
	Equipment Cleaning	- Dusting and wiping Telephone Instruments, Fax Machines, Computers, spraying disinfectant, Room Freshener. - Extra Precautions are required to be taken for cleaning of electric items.
	Drainage/Sewage Pipes	Cleaning all drains/sewage pipes including removing blockages in drain/sewage pipes, removal of garbage and waste papers on daily basis from the premises.
	Common Areas	Passage, Lobby and Common Areas of all floors and entrance of each Units should be Sweep, Clean, Wipe and Drying each day and further if required.
	Bathroom Maintenance	- Bathroom and Toilets should be Washed, Clean, Wipe and Drying at least twice a day. - Thorough cleaning of all toilets using required detergent by putting Naphthalene balls, liquid soap along with dispenser, Urinal Screen Mat and air purifier in all urinals, wash basins and WC area. - Placing of dustbin in every toilet and cleaning of the dustbin on regular basis.
	Furniture	Office furniture, trash, receptacles and easily movable items shall be moved to clean underneath.
Weekly	Windows and Glass Pane	Dusting and cleaning the windows and their glass pane
	Floor Care	Washing and Scrubbing the floor of the entire office premises with soap water and Scrubbing machine and drying it by using the machines/tools for floor polishing/ cleaning.

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Frequency	Task	Details
	Bathroom Maintenance	All bathroom/toilets washed, Scrub the floor of Bathrooms, Removal of Wastes, Cleaning of China Clay Sanitary Fittings, Metal Sanitary Fittings etc. with soap water / Harpic / Colin / Acid etc. and drying it.
	Signage	Cleaning of all the Sign Boards and Notice Boards of each office
	Required Equipment	- Wet & Dry Vacuum Cleaner (Industrial) – One each at R-CAT Jaipur Centre. - Single Disc scrubbing Machine: One each at R-CAT centers. - Any other device for provisioning of cleaning services as provided.
Monthly	Curtains and Blinds	Dusting and Cleaning of Curtains and venation blinds.
	Deep Cleaning	Dusting, Sweeping, Mopping, Cleaning and wiping Room, wooden cabin walls , Corridor walls, ceiling, , partitions , railings , doors and polishing their handles.
	Water Cooler	Dusting and Cleaning of Water Cooler
	Special Areas	Deep cleaning of Stairways, surrounding common area, terraces, Generator Rooms, Power Rooms, basements, Ceiling, walls, partitions, and washrooms, etc
Quarterly	Roof Top	Entire Roof Top of each unit/office should be Sweep, Clean and Mopping (if required), Removal of Waste material and Washing (if required).
	Dry Cleaning	Dry Cleaning of Carpets, Sofa Sets, Chairs etc. By using dry-cleaning machine/tools.
	Outer Walls/Glasses	Dusting, Sweeping, Mopping, Cleaning and wiping of Outer Walls/Glasses.
	Water Tanks	Maintenance and Cleaning of Overhead Water Tanks. Cleaning of rain water pipe outlets of Office building, opening on the roof of R-CAT Offices.
	Pest Control	Conduct pest control for each office premise.
Additional Points	Task Flexibility	The above-mentioned periodic list is indicative, however any above-mentioned task/activity may be required to carry out on need/requirement/any event at any point of time.
	Material Verification	The receipt of material should be got verified from the site incharge.
	Dead Animal Removal	Lifting, carrying and disposing the dead birds animals, rats, insects etc. if found in and around the office building and thereafter spraying of air freshener.

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Frequency	Task	Details
	Weather Impact	During inclement weather, the frequency of cleaning may be higher. Floors and walls shall have a uniform and neat appearance with no streaks, smears, swirl marks, detergent residue or any evidence of dirt remaining or standing water.
	Walkways and Driveways	Sweep and clean of debris from walkways and driveways and hose clean them during appropriate climatic and water use conditions.
	Equipment/ Material	For transportation and other housekeeping operations, the agency has to deploy its own manpower, materials, equipment, like automatic scrubbers, sweeping machines, high pressure cleaners, trollies, ladders, spider etc., for carrying out the different housekeeping operations.
	Hygiene	To maintain hygiene standards and ensure efficient task management, Successful Bidder shall ensure that separate personnel be assigned to the cleaning of toilets and rooms, preventing any overlap of responsibilities.
	Documentation	The selected bidder's responsible supervisor has to maintain the daily log sheet defined in Annexure - 12 and consolidated certificate in Annexure -13 and shall submit to the respective R-CAT officer on monthly basis.

B. Waste Management

Task	Details	Periodicity
Waste Collection	All waste from dustbins will be collected and deposited in the building's waste container or as directed by the R-CAT nodal officer.	Daily
Waste Segregation	Dry and wet garbage would be segregated and dumped into designated areas.	Daily
Dustbin Placement	Place new dustbins (including industrial dustbins) as and when required at all designated places.	As needed
Waste Management System	- Devise and implement the waste management system for removal of waste from office premises. - Follow local regulations for waste management, including environmental guidelines of local authorities or international standard practices.	As needed

C. Dry Cleaning / Vacuuming

Activity	Details	Periodicity
Dry Cleaning / Vacuuming	Dry cleaning / vacuuming all curtains, Sofa Sets, Chairs, carpets, carpets runners, and carpet protectors so that they are free of dirt, mud, etc. by using dry-cleaning machine/tools. Cleaning of ceiling Fan/ Wall Fan on Quarterly basis.	Quarterly

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Vacuum Cleaner Usage	Heavy industrial type vacuum cleaner would be used to ensure adequate cleaning. When completed, the area should be free of all litter, lint, loose soil, and debris.	Quarterly
Movement of Items	Any chairs, trash, receptacles, and easily movable items shall be moved to clean underneath and then replaced in the original position.	As part of the cleaning process

D. Glass Surface Cleaning

Task	Details	Periodicity
Entrance Glass Cleaning	All glasses at the entrance door and window of the premises should be cleaned using the damp and dry method.	Weekly
Facade Cleaning	The facade at R-CAT centers needs to be cleaned. The area is included in the area calculated for the site.	Monthly
Glass Surfaces Cleaning	Glass table tops, cabin doors, cabin partitions, and glass accessories should be cleaned completely.	Daily
Marks or Fingerprints Removal	Removal of any type of marks or fingerprints on glass counters and partitions. The cleaning shall be done by using the approved all-purpose cleaner and lint-free cloth or paper towels.	Weekly
Broken Glass Replacement	Removing all broken glasses and replacing the same with the new one with the same or higher quality (in windows, doors, tables, etc.).	As needed

E. Washroom Cleaning

Task	Details	Periodicity
Hygiene Maintenance	The complete environment of the washrooms must be hygienic.	Daily
Cleaning & Sanitization	Thorough cleaning and sanitization of toilets, bathrooms, wash basins, and shower facilities, using suitable nonabrasive cleaners and disinfectants.	Daily
Cleaning & Maintenance	All surfaces shall be free of grime, soap, mud, and smudges.	Daily
Cleaning	Cleaning of mirrors, windows, doors, etc.	Daily
Supply Management	Supply of paper towels, toilet paper, and liquid soap dispenser (filled with liquid soap solution of good/standard brand quality) in all bathrooms.	Daily
Documentation	Daily log sheet must be maintained and placed behind the door of every washroom, updated daily, and verified by the supervisor.	Daily
Repairs & Maintenance	Any choke, damage, or leakage in the bathroom must be rectified on an urgent basis.	As needed/Immediate

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Task	Details	Periodicity
Inspection	R-CAT nodal officer may inspect the log sheet at any time during the contract period.	As needed/Random

Note: However, Washrooms need to be cleaned as and when required to maintain hygiene in the Office premises.

F. Polishing

Task	Details	Periodicity
Polish door/window handles/knobs and fittings	Use good quality polishing agents to clean and shine all handles, knobs, and other fittings. Polishing must cover both wood and metallic items.	Monthly
Polish items/statues and sculptures	Ensure all items, including statues and sculptures, planners, are polished and maintained in a shining condition using appropriate polishing agents.	Quarterly
Maintain polishing supplies	Regularly check and replenish polishing agents to ensure all items are adequately maintained.	As needed

G. Signage, direction boards and guide maps

Task	Details	Periodicity
Routine cleaning and maintenance of boards/maps	Clean and maintain all installed boards and guide maps to ensure they remain in good condition.	Monthly

H. Office & Conference Meeting Management

Task	Details	Periodicity
Prepare the meeting space	Perform all housekeeping activities, including cleaning and arranging the meeting area, at least one hour before the scheduled meeting time.	One hour prior
Functionality check of equipment	Check that all equipment is operating correctly and troubleshoot any issues at least one hour before the meeting.	One hour prior
Finalize items to be served during the meeting	Confirm the list of beverages and food items to be served during the meeting with the officers at least one hour before the meeting.	One hour prior
Deployment of office help staff	Assign one dedicated office help staff to the meeting room at least 30 minutes before the meeting time.	30 minutes prior

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Task	Details	Periodicity
Prepare air conditioning	Turn on the air conditioning system, if needed, at least 15 minutes before the meeting to ensure a comfortable environment.	15 minutes prior
Serve beverages and refreshments	Serve beverages like water, tea/coffee, and food items during the meeting.	During the meeting
Clean and sanitize space after the meeting	Immediately after the meeting, clean and sanitize the meeting space to ensure it is in good condition for future use.	Immediately after meeting
Power down equipment	Turn off and properly shut down all electrical and electronic equipment used during the meeting immediately after it ends.	Immediately after meeting
Reorganize furniture and equipment	After the meeting, return all furniture and equipment to their designated places and ensure the room is properly arranged.	Immediately after meeting

I. Plumbing & Sanitation and its Allied services

- If any repair and replacement of parts is required to be done, then the same has to be done by the selected bidder on immediate basis.
- All the items require repairing, needs to be repaired on urgent basis. If the item is not repairable, the same needs to be replaced with new one, with the same or higher specifications/quality.
- Maintenance and upkeep of toilets, pantries, washbasins, water bodies, sanitary and plumbing installations etc.
- Cleaning, insecticidation/fumigation and maintenance of drainage pipes, manholes within building premise, sanitary shafts in and around the entire complex (defined area) by keeping them unchoked.
- The repairing work needs to be carried out after office hours with the prior approval of RCAT nodal officer.
- All the equipment's, material, manpower requires has to be arranged by the selected bidder. The selected bidder is expected to keep some spare inventory for such type of items. The spares must be of well-known brand/ best quality.
- Cleaning of rain water pipe outlets of Office building, opening on the roof of RCAT Offices.
- To check all the water filters / dispensers.

4.2. Supporting staff services

The selected bidder shall deploy office help staff and security guards at various locations of RCAT across the state. The details of works to be carried out by office help staff and security guards are as follows: -

a. Office help staff

- The office help staff services must be available on all working days. The working window of the office help staff services shall be office hours.
- If the office help staff services are required on any holiday or after working window, the same has to be informed to the selected bidder and the bidder shall provide the services without any additional cost.

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- The deployed manpower must be minimum 8th class pass and also having normal knowledge of the English.
- The deployed manpower has to be well trained to work in the Government offices.
- The deployed manpower must be well dressed and polite.
- The firm shall follow prevailing rules and regulations regarding deployment of the office help staff services.
- The total estimated number of office help staff required for all locations are mentioned in financial bid. However, the same may be increased or decreased as per the requirement.

b. Security Guards

- The services of security guards shall be provided as per instructions given by the R-CAT for all the entry and exit points.
- The working window of the security guard's services shall be 24x7x365.
- The deployed manpower has to be well trained to work in the Government offices.
- The deployed manpower must be well dressed and polite.
- The firm shall follow prevailing rules and regulations regarding deployment of the security guard services.
- The total estimated number of security guards required for all locations are mentioned in financial bid. However, the same may be increased or decreased as per the requirement.

Miscellaneous services:

If any services have not been mentioned in the scope of the work and R-CAT is willing to take such type of services, the same can be obtained from the firm as per the following procedure:

- A request shall be made by the R-CAT.
- A detailed proposal including cost estimates shall be provided by the firm.
- The cost estimates received shall be evaluated by the R-CAT and if found suitable (after negotiation, if required) the order shall be placed to the firm.

4.3. Deliverables and Payment Terms:

S. No.	Deliverables	Timelines	Payment Terms
1.	Proof for Salary to employees • Salary payment sheet Copy • Bank statement indicating credit of wages to the accounts of the workers. • Document proof for Salary to the worker	15 th Day of every month	Central level by R-CAT, Jaipur on quarterly basis on the receipt of deliverables and after deduction of applicable penalty, taxes and dues.
2.	Legal Compliance: • Proof of Documentation for legal compliance like deposition of contribution for EPF, ESIC etc. of the deployed staff • Contribution history of ESI and ECR of EPF in single copy. • No pendency certificate regarding wages/salary, ESI, EPF contribution, GST and other applicable statutory taxes and charges related to this bid.	20 th Day of every month	

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S. No.	Deliverables	Timelines	Payment Terms
	• GST deposit Challan copy • EPF Contribution Format as per Annexure-19 • ESI Contribution Format as per Annexure-20		
3.	Satisfactory report of work performed: • Monthly work verification report duly sealed and signed by the respective site incharge/Project Manager as per Annexure 13.	Monthly	
4.	Original tax invoice (in duplicate)	Quarterly	

- i. No advance payment shall be made.
- ii. The selected bidder shall also submit the copies of salary/wage registers, signed by workers/employees indicating their PF account numbers along with soft copies of ECR and shall deposit separate e-challans in respect of workers/employees deployed at R-CAT by the Firm.
- iii. The successful bidder shall be responsible for timely compliance of all statutory provisions like min. wages, EPF, ESIC, applicable taxes etc. as per the prevailing rules and regulations.
- iv. The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- v. The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- vi. All remittance charges will be borne by the supplier/ selected bidder.
- vii. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.

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5. INSTRUCTION TO BIDDERS (ITB)

1) Sale of Bidding/ Tender Documents

- a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
- b) The bidding documents shall be made available to any prospective bidder who pays the price for it in cash / bank demand draft/ banker's cheque/Online in R-CAT bank account.
- c) Bidding documents purchased by Principal of any concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa.

2) Pre-bid Meeting/ Clarifications

- a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents, after submission of tender fee.
- b) A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
- c) The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -
- d) Last date of submitting clarifications requests by the bidder: as per NIB
- e) Response to clarifications by procuring entity: as per NIB
- f) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

3) Changes in the Bidding Document

- g) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- h) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- i) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
- j) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:

Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

4) Period of Validity of Bids

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period may be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional

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specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

- c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

5) Format and Signing of Bids

- a) Bidders must submit their bids online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c) A Single stage-Two part/ cover system shall be followed for the Bid: -
- a. Technical Bid, including fee details, eligibility & technical documents
 - b. Financial Bid
- d) The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission
2.	Bid Processing fee	Proof of submission
3.	Bid Security	Instrument/ Proof of submission
Eligibility Documents		
4.	Bidder's Authorisation Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-4
5.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause
Technical Documents		
6.	Compliance Sheet	As per Annexure-2
7.	DECLARATION BY BIDDER	As per Annexure-6
8.	Certificate of Conformity/ No Deviation	As per Annexure-7
9.	Undertaking on Authenticity of Equipment's	As per Annexure-8

- e) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Covering Letter – Financial Bid	On bidder's letter head duly signed by authorized signatory as per Annexure-9
2.	Financial Bid	As per BoQ (.XLS) format available on e-Procurement portal

- f) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the bidder.

6) Cost & Language of Bidding

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- a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

7) Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

8) Bid Security

Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the sealed technical bid.
- c) 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.
- d) The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - a. when the bidder withdraws or modifies its bid after opening of bids;
 - b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- j) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- k) No interest shall be payable on the bid security.

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- l) 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.
- m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
 - a. the expiry of validity of bid security;
 - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - c. the cancellation of the procurement process; or
 - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

9) Deadline for the submission of Bids

- a) Bids shall be received online at portal, up to the time and date specified in the NIB.
- b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

10) Withdrawal, Substitution, and Modification of Bids

- a) If permitted, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover).
- b) Bids withdrawn shall not be opened and processes further.

11) Opening of Bids

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) All the documents comprising of technical Bid/ cover shall be opened (only for the bidders who have submitted the prescribed fee(s) to R-CAT).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the:-
 - a. bid is accompanied by bidding document fee, processing fee, bid security or bid securing declaration;
 - b. bid is valid for the period, specified in the bidding document;
 - c. bid is unconditional and the bidder has agreed to give the required performance security; and
 - d. other conditions, as specified in the bidding document are fulfilled.

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- e. any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

12) Selection Method

The selection method is lowest evaluated technically responsive bid, Least Cost Based Selection (LCBS).

13) Clarification of Bids

- a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid.
- b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
- e) All communications generated under this rule shall be included in the record of the procurement proceedings.

14) Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

- a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
 - i. “deviation” is a departure from the requirements specified in the bidding document;
 - ii. “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - iii. “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.
- c. A material deviation, reservation, or omission is one that,
 - i. if accepted, shall:-
 - 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 - 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity’s rights or the bidder’s obligations under the proposed contract; or
 - ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.

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- e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, 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 document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.
- b) Non-material Non-conformities in Bids**
 - a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
 - b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, GST certificate, ISO Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
 - c. The bid evaluation committee may rectify non-material non conformities or omissions on the basis of the information or documentation received from the bidder under (b) above.
- c) Technical Evaluation Criteria**

Bids shall be evaluated based on the compliance of the documents submitted in the technical bid.
- d) Tabulation of Technical Bids**
 - a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
 - b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- e) The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- f) The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

15) Evaluation & Tabulation of Financial Bids

Subject to the provisions of “Acceptance of Successful Bid and Award of Contract” below, the procuring entity shall take following actions for evaluation of financial Bids: -

- a) The Financial Bids of the bidders who qualified in technical evaluation shall be opened at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
- b) the process of opening of the financial Bids shall be similar to that of technical Bids.
- c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) conditional Bids are liable to be rejected;
- e) the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order;
- f) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- g) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- h) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

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16) Correction of Arithmetic Errors in Financial Bids

The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

- a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

17) Price/ purchase preference in evaluation

Price and/ or purchase preference notified by the State Government (GoR) and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

18) Negotiations

- a) 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.
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

19) Exclusion of Bids/ Disqualification

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
 - a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;

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- d. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - e. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - f. A bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
- a. communicated to the concerned bidder in writing;
 - b. published on the State Public Procurement Portal, if applicable.

20) Lack of competition

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
- a. the Bid is technically qualified;
 - b. the price quoted by the bidder is assessed to be reasonable;
 - c. the Bid is unconditional and complete in all respects;
 - d. there are no obvious indicators of cartelization amongst bidders; and
 - e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.
- c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
- d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

21) Acceptance of the successful Bid and award of contract

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period of time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.

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- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the 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 bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- i) The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

22) Information and publication of award

Information of award of contract shall be communicated to all participating bidders OR published on the respective website(s) as specified in NIB.

23) Procuring entity's right to accept or reject any or all Bids

The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

24) Right to vary quantity

- a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.
- b) Orders for extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, up to 5% of the value of the original contract.
- c) Orders for additional quantities may be placed on the rates and conditions given in the contract and the original order was given after inviting open competitive Bids. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
 - a. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - b. 50% of the value of goods or services of the original contract.

25) Performance Security

- a) Prior to execution of agreement, Performance security shall be solicited from successful bidder(s) except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance

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security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.

- b) The amount of performance security shall be 5%, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries of Rajasthan it shall be 1% 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 2% of the amount of supply order.
- c) Performance security shall be furnished in any one of the following forms: -
 - a. Bank Draft or Banker's Cheque of a scheduled bank;
 - b. 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 procuring entity with the approval of Head Post Master;
 - c. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
 - d. Fixed Deposit Receipt (FDR) of a 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 FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR 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.
- d) Performance security furnished in the form specified in clause [b.] to [e.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
 - a. When any terms and condition of the contract is breached.
 - b. When the bidder fails to make complete supply satisfactorily.
 - c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- g) No interest shall be payable on the PSD.

26) Additional Performance Security

In addition to Performance Security as specified above, an additional performance security shall also be taken from the successful bidder in case of unbalanced bid according to the rule 75A of RTPP rules. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

For the purpose of this rule-

- a. Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.

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- b. Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- c. Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
- d. The Additional Performance Security shall be refunded to the selected bidder after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the selected bidder.

27) Execution of agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
- b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.
- c) If the bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

28) Confidentiality

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
 - a. impede enforcement of any law;
 - b. affect the security or strategic interests of India;
 - c. affect the intellectual property rights or legitimate commercial interests of bidders;
 - d. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.
- c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

29) Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
 - a. at any time prior to the acceptance of the successful Bid; or
 - b. after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.

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- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder whose Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
 - a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
 - b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

30) Code of Integrity for Bidders

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity include provisions for: -
 - a. Prohibiting
 - i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
 - v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 - vi. 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;
 - vii. any obstruction of any investigation or audit of a procurement process;
 - b. disclosure of conflict of interest;
 - c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
 - a. exclusion of the bidder from the procurement process;
 - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - c. forfeiture or encashment of any other security or bond relating to the procurement;
 - d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
 - e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

31) Interference with Procurement Process

A bidder, who: -

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful bidder;
- c) fails to enter into procurement contract after being declared the successful bidder;

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- d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less

32) Appeals

- a) Subject to “Appeal not to lie in certain cases” below, 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 guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
 - a. Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:
 - b. Provided further that in case a procuring entity evaluates the technical 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 technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be : First Appellate Authority: Principal Secretary, IT&C or as determined by GoR
Second Appellate Authority: Finance Department, GoR
- f) Form of Appeal:
 - a. Every appeal under (a) and (c) above shall be as per specified format 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 authorised representative.
- g) Fee for Appeal: 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 payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:
 - a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

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- 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 (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

33) Stay of procurement proceedings

While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.

34) Vexatious Appeals & Complaints

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the “The Rajasthan Transparency Public Procurement Act 2012”, with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less

35) Offenses by Firms/ Companies

- a) Where an offence under “The Rajasthan Transparency Public Procurement Act 2012” has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:
Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) For the purpose of this section-
 - a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and
 - b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

36) Debarment from Bidding

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
 - a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

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- b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

37) Monitoring of Contract

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.
- c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.
- d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

38) Land Border Clause

In accordance with Government of India guidelines, any bidder from a country which shares a land border with India will be eligible to participate in this tender only if the bidder is registered with the competent authority, as specified in the said guidelines.

A "bidder from a country which shares a land border with India" means:

An entity incorporated, established, or registered in such a country; or

A subsidiary or an entity substantially controlled through entities incorporated, established, or registered in such a country; or

An entity whose beneficial owner falls under the definitions specified by the competent authority related to land border regulations.

Bidders are required to submit a duly filled and signed certificate in the prescribed format as per **Annexure 17** confirming compliance with this requirement.

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6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

Bidders should read these conditions carefully and comply strictly while sending their bids.

Definitions

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- h) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
- i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
- j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- k) "Supplier/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
- l) "The Site," where applicable, means the designated project place(s) named in the bidding document.

Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the bid and signing the contract refer the same to the procuring entity and get clarifications.

1) Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

2) Interpretation

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c) Amendment: No amendment or other variation of the Contract 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.

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- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3) Language

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

4) Joint Venture, Consortium or Association

- a) Consortium of firms is not eligible to bid. Sub-contracting/ sub-letting is allowed only for canteen services and Facade cleaning service.

5) Eligible Goods and Related Services

- b) For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.
- c) All articles/ goods being bid, other than those marked in the **Bill of Material (BoM)** should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier. Also, the bidder is to quote/ propose only one make/ model against the respective item.
- d) The OEM/ Vendor of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares as per the requirements of the bidding document.
- e) The OEM/ Vendor of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution/ System Integration partner agreement will not be accepted.
- f) Bidder must quote products in accordance with above clause "Eligible goods and related services".

6) Notices

- a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch and receipt.
- b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

7) Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State/ the Country (India), unless otherwise specified in the contract.

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8) Scope of Supply

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.

9) Delivery & Installation

- a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
- b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- c) The Supplier/ Selected Bidder shall arrange to supply, install and commission the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the PO/ WO.
- d) Shifting the place of Installation: The user will be free to shift the place of installation within the same city /town/ district/ division. The successful/ selected bidder shall provide all assistance, except transportation, in shifting of the item. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.

10) Supplier's/ Selected Bidder's Responsibilities

The Supplier/ Selected Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.

11) Purchaser's Responsibilities

- a) Whenever the supply of goods and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.
- b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

12) Contract Price

- a) The price quoted must be inclusive of all taxes (excluding GST), levies, charges, amount for contribution towards employees PF, ESI & Service Tax etc. and it also includes any other legal liabilities which may be in force at present.
- b) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- c) Prices charged by the Supplier/ Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

13) Recoveries from Supplier/ Selected Bidder

- a) Recovery of liquidated damages, short supply, breakage, rejected articles, dues, penalty etc. shall be made ordinarily from bills.
- b) The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with R-CAT.

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- c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

14) Taxes & Duties

- a) The TDS, GST etc., if applicable, shall be deducted at source/ paid by R-CAT as per prevailing rates.
- b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- d) Revision of taxes, if any and as applicable, shall be handled as per Clause “Change in Laws & Regulations” of this chapter.
- e) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.
- f) The selected firm (agency) shall comply with all labour legislations applicable to its employee including but not limited to payment of minimum wages, ESI, PF, Payment of bonus, Workmen's compensation and terminal benefits as may be payable or become payable as per the any prevailing rules and regulations of Rajasthan State Government/Government of India. The R-CAT shall not, in anyway be responsible in this regard either in part or in full. The selected firm shall also pay to its employees nothing less than the minimum wages as may be notified by the appropriate Government from time to time.
- g) If competent authority increases the minimum wages during the period of this bid being in force, the agency shall pay revised minimum wages to its workers/employees from the date on which such revision comes into force. Financial liabilities for enhanced payment on upward revision of minimum wages, is to be borne by the agency itself.
- h) The agency shall issue letters of appointment indicating period of contract and nature of engagement to its employee. It shall also maintain full and complete attendance records and all other registers under various labour laws in force and applicable.
- i) The selected firm shall furnish to the R-CAT proof of payment of wages, PF, and ESI contributions in respect of its employees deployed to discharge its obligations under this Agreement along with relevant returns and proof of having filed relevant individual forms for employees deputed for the services.
- j) The agency shall also submit the details of PF, Insurance amount deposited for the previous month along with copies of challan and list of workers/employees for which such PF, ESI contributions amount has been deposited. The service provider shall submit separate ECR of EPF and Contribution history of ESIC of employees deployed in R-CAT. Tendering authority may ask any documentation regarding legal compliance.
- k) The Service Provider shall be responsible for implementation of provision of all statutory requirements relating to license under the Contract Labour (Regulation and Abolition) Act 1970, and shall also comply with all the requirements under said Act and the rules framed thereunder
- l) Ignorance of any law would not be an excuse for non-compliance
- m) If non-compliance of any laws in force is found on behalf of the Service Provider, the contract may be terminated without prior information and without any liability or compensation to the Service Provider. In such case, the R-CAT would be free to get the services from another source on the risk and cost of the Service Provider.
- n) The Service Provider will have to ensure that no worker/employee deputed on the services under this bid is below the age of 18 years. If any worker/employee is found to be below the age of 18 years, the Service Provider will be held responsible for it.
- o) After obtaining the letter of the successful bidder should submit the letter of approval for appointment of labours from labour department with in seven days to the R-CAT. Bidder must ensure the group insurance for licensed labour.
- p) Bidder should include the amount of tax, levies, fees ESI, EPF, GST or in the financial bid with the work that would be executed as per the agreement. The R-CAT shall not bear any additional

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payment beyond the approved amount . All type of taxes, levy, fee ESI, EPF and GST shall be bourn by bidder/institution. As per rule if it is necessary to deduct any tax, levy, fee at source than R-CAT shall has the sole authority.

15) Copyright

The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the Supplier/ Selected Bidder, or, if they are furnished to the Purchaser directly or through the Supplier/ Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

16) Confidential Information

- a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, 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.
- b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.
- c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- d) The obligation of a party under sub-clauses above, however, shall not apply to information that:
 - i. the Purchaser or Supplier/ Selected Bidder need to share with R-CAT or other institutions participating in the Contract;
 - ii. now or hereafter enters the public domain through no fault of that party;
 - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

17) Sub-contracting

- a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority.
- b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.
- c) Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract.

18) Specifications and Standards

- a) All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles

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supplied conforms to the specifications shall be final and binding on the supplier/ selected bidder.

- b) Technical Specifications and Drawings
 - i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the provisions of the Contract.
 - ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods/services.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.
- d) The supplier/ selected bidder must certify that all the goods being used are new, unused, and of the agreed make and models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- e) The supplier/ selected bidder should further warrant that the Goods being used shall be free from defects arising from any act or omission of the supplier/ selected bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.

19) Packing and Documents

- a) The Supplier/ Selected Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.

20) Insurance

- a) The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.
- b) The goods will be delivered at the FOR destination in perfect condition.

21) Transportation

- a) The supplier/ selected bidder shall be responsible for transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.
- b) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay, the freight together with departmental charge @5% of the freight will be recovered from the supplier's/ selected bidder's bill.

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22) Inspection

- a) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ selected bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided.
- b) The supplier/ selected bidder shall furnish complete address of the premises of his factory, office, go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.
- c) After successful inspection, it will be supplier's/ selected bidder's responsibility to dispatch and install the equipment / item at respective locations without any financial liability to the Purchaser. However, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.

23) Samples

- a) If notified by the Purchaser to the supplier/ bidder/ selected bidder, Bids for articles/ goods marked in the BoM shall be accompanied by one set of samples of the articles quoted properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train, etc., should be despatched freight paid and the R/R or G.R. should be sent under a separate registered cover.
- b) Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the bidder and serial number of the item, of which it is a sample in the schedule.
- c) Approved samples may be retained free of cost upto the period of six months after the expiry of the contract. R-CAT shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained.
The Samples shall be collected by the supplier/ bidder/ selected bidder on the expiry of stipulated period. R-CAT shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by R-CAT and no claim for their cost, etc., shall be entertained.
- d) Samples not approved shall be collected by the bidder. R-CAT will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
- e) Supplies when received maybe subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like STQC (ETDC) and the like and the supplies will be accepted only when the articles conform to the standard of prescribed specifications as a result of such tests.
- f) The supplier/ selected bidder shall at its own expense and at no cost to the Purchaser carry out all such tests and/ or inspections of the Goods and Related Services as are specified in the bidding document.

24) Drawl of Samples

In case of tests, wherever feasible, samples shall be drawn in one set in the presence of selected bidder or his authorised representative and properly sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the office for reference and record.

25) Testing charges

Testing charges shall be borne by the Government. In case of test results showing that supplies are not up to the prescribed standards or specifications, the testing charges shall be payable by the selected bidder.

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26) Rejection

- a) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.
- b) If, however, due to exigencies of R-CAT's work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- c) The rejected articles shall be removed by the supplier/ bidder/ selected bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the selected bidder's risk and on his account.

27) Freight

- a) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay the freight together with departmental charge 5% of the freight will be recovered from the suppliers bill.
- b) R.R. should be sent under registered cover through Bank only.
- c) In case supply is desired to be sent by the purchase officer by passenger train, the entire railway freight will be borne by the bidder.
- d) Remittance charges on payment made shall be borne by the bidder.

28) Extension in Delivery Period and Liquidated Damages (LD)

- a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.
- c) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/ selected bidder.
 - i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.
 - ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
 - iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
 - a. When delay has occurred due to delay in supply of drawings, designs, plans etc. if the R-CAT was required to supply them to the supplier of goods or service provider as per terms of the contract.
 - b. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the R-CAT as per terms of the contract.

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- iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
- v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
- vi. If R-CAT is in need of the good and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d) In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with full liquidated damages; the recovery shall be made on the basis of following percentages of value of goods and/ or service which the supplier/ selected bidder has failed to supply/ install/ complete: -

No.	Condition	LD %*
a.	Delay up to one fourth period of the prescribed period of delivery, successful installation and completion of work	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery, successful installation and completion of work	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	7.5 %
d.	Delay exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	10.0 %

- i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.
- ii. The maximum amount of liquidated damages shall be 10% of the contract value.
- iii. *The percentage refers to the payment due for the associated work/ goods/ service.

29) Authenticity of Equipment

- a) The selected bidder shall certify (**as per Annexure-8**) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- b) If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
- c) Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the this clause of the contract.

30) Warranty

- a) The bidder must supply all items with comprehensive on-site warranty valid during contract periods after the goods, or any portion thereof as the case may be, have been delivered to, installed and accepted at the final destination(s) indicated in the bidding document. However,

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if delay of installation is more than a month's time due to the reasons ascribed to the bidder, the warranty shall start from the date of last successful installation of the items covered under the PO.

- b) At the time of delivery, the bidder shall submit a certificate/ undertaking from all the respective OEMs mentioning the fact that the goods supplied are covered under comprehensive warranty & support for the prescribed period.
- c) The purchaser shall give a written notice to the selected bidder stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the selected bidder to inspect such defects. Upon receipt of such notice, the selected bidder shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM, at no cost to the Purchaser. Any goods repaired or replaced by the selected bidder shall be delivered at the respective location without any additional costs to the purchaser.
- d) If having been notified, the selected bidder fails to remedy the defect within the period specified, the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document.
- e) During the warranty period, the bidder shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods.

31) Patent Indemnity

- a) The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -
 - i. the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and
 - ii. the sale in any country of the products produced by the Goods.Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.
- b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- c) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- d) The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.
- e) The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered

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design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

32) Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and
- b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

33) Change in Laws & Regulations

- a) Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the Contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if the same has already been accounted for in the price adjustment provisions where applicable.

34) Force Majeure

- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the R-CAT in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by R-CAT, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with R-CAT, R-CAT may take the case with the supplier/ selected bidder on similar lines.

35) Change Orders and Contract Amendments

- a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
 - i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - ii. the method of shipment or packing;
 - iii. the place of delivery; and
 - iv. the related services to be provided by the supplier/ selected bidder.

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- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.
- c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

36) Termination

1. Termination for Default

- i. The tender sanctioning authority of R-CAT may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
 - a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by R-CAT; or
 - b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - d. If the supplier/ selected bidder commits breach of any condition of the contract.
- ii. If R-CAT terminates the contract in whole or in part, amount of PSD may be forfeited.
- iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

2. Termination for Insolvency

R-CAT may at any time terminate the Contract by giving a written notice of at least 30 days to the supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to R-CAT.

3. Termination for Convenience

- i. R-CAT, by a written notice of at least 30 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - a. To have any portion completed and delivered at the Contract terms and prices; and/or
 - b. To cancel the reminder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

37) Settlement of Disputes

- a) General: If any dispute arises between the supplier/ selected bidder and R-CAT during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the

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supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/ selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder.

- b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision, if the amount of the claim is more than Rs. 50,000/-. The empowered standing committee shall consist of following members: - (R-CAT)

- Managing Director, R-CAT : Member
- Executive Director, R-CAT : Member
- OIC, R-CAT : Member
- DGM (Finance), R-CAT : Member

- c) Procedure for reference to the Standing Committee: The supplier/ selected bidder shall present his representation to the Managing Director, R-CAT along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the supplier/ selected bidder shall prepare a reply of representation and shall represent the R-CAT's stand before the standing committee. From the side of the supplier/ selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and R-CAT. The standing committee, if it so decides, may refer the matter to the Executive Committee/General Body of R-CAT for further decision.
- d) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the selected bidder to the tendering authority for the duration of this contract.

The tendering authority will regularly review the performance of the services being provided by the selected bidder and impose penalties if any deficiency is found in the services.

It is acknowledged that service levels may change as service needs evolves over the course of the contract. The present SLAs have been worked out on the basis of current expectations. Service levels between the purchaser and bidder can be revised in view of experience gained during the project period. The experience gained during this period will be used to fine tune the SLAs, including parameters, targets and penalties, if required. Any changes to the levels of services provided during the project period will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to the contract.

1. Penalty

S. No.	Description	Penalty
1.	Non submission of Bank statement, indicating credit of wages, to the accounts of the workers, till defined timelines	Rs. 100 per person per day

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S. No.	Description	Penalty
2.	Non submission of Document evidencing deposition of EPF and ESIC contribution of the worker's till defined timelines	Rs. 100 per person per day
3.	Noncompliance of statutory provisions like min. wages, EPF, ESIC, applicable taxes etc. as per the prevailing rules and regulations of Rajasthan State Government.	Tendering Authority may take following action: Termination of contract and forfeiture of PSD and blacklisting of the firm.
4.	- In the case of a strike or work obstruction, a penalty may be imposed as per the management's decision. The penalty may be up to 10% of the payment cycle for the respective location where the strike or work obstruction occurs. - If negligence is found during a sudden inspection by the concerned officer of the respective location, a penalty may be imposed as per the management's decision. The penalty may be up to 10% of the payment cycle for the respective area or location.	As per Description
5.	The selected bidder should maintain the quality of services so that minimal penalty is applied on invoices. If the penalty of 30% is applied for two consecutive invoices, R-CAT reserves the right to review the situation and make a decision regarding contract termination.	Tendering Authority may take following action: Termination of contract and forfeiture of PSD.

2. Service Level Agreement

Sr. No.	Services	Sub Services as defined in scope of work	Frequency of Service (Min.)	Penalty
1	House Keeping services	All the Services mentioned in Scope of Work	As mentioned in Scope of Work	Rs. 500 per incident per location
2	Supporting Staff Services	Office help staff	Absent	Rs. 100 per person per day
		Security Guards	Absent	Rs. 100 per person per day
		Site Supervisor	Absent	Rs. 300 per person per day
		Project manager	Absent	Rs. 500 per person per day

Maximum of 18 leaves per year (4.5 per quarter on prorated basis) may be allowed for support staff services. In case the resource needs to take off/leave from the duty, he/she has to take due approval from R-CAT/department authorities. In case total number of leaves exceed the maximum allowed leaves, payment may not be made for the period of unavailability and additional penalty would be levied as per penalty mentioned in S.No.2 (Supporting staff services) of above table.

Penalty Capping:

The total penalties shall not exceed 30% Sitewise. If the penalty of 30% is applied for two consecutive invoices, R-CAT reserves the right to review the situation and make a decision regarding contract termination.

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ANNEXURE-1: BILL OF MATERIAL (BoM)

Bidder has to consider all work mentioned in scope of Work for financial bid. However, Summary of the scope is mentioned in below table:

S. No.	Services as defined in scope of work	Sub Services as defined in scope of work	Frequency of Service (Min.)
1	House Keeping services	Cleaning Services: Dusting, Sweeping, Mopping, Cleaning and wiping of Cabin and Rooms, furniture, fixtures of all Cabin and Rooms of the building premises.	Minimum Daily 7:00 AM to 09:00 AM
		Cleaning Services: Floors, Staircases, Passage, Lobby and Common Areas of all floors and entrance of each R-CAT/DoIT&C offices should be Sweep, Clean, Wipe and Drying.	Minimum Daily twice (7:00 AM to 09:00 AM, 1:30 PM to 2:30 PM) and as and when required.
		Cleaning Services: Dusting and cleaning the windows and their glass pane of R-CAT/ DoIT&C offices.	Weekly
		Waste Management - All waste from dustbins will be collected and deposited in the building's waste container or as directed by the R-CAT nodal officer. - Dry and wet garbage would be segregated and dumped into designated areas. - Removal of wastes from dustbin and keeping it properly as directed, Removal of Cob-webs. Emptying all dustbins from all floors and washing or wiping them clean with damp cloth, replacing plastic and returning items where they were located.	Daily
		Dry Cleaning / Vacuuming Dry cleaning / vacuuming all curtains, ceiling, floor, windows, corners, Sofa Sets, Chairs, carpets, carpets runners, and carpet protectors so that they are free of dirt, mud, etc. by using dry-cleaning machine/tools	Quarterly
		Glass Surface Cleaning All glasses at the entrance door and window of the premises should be cleaned using the damp and dry method	Weekly
		Glass Surface Cleaning	Weekly

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S. No.	Services as defined in scope of work	Sub Services as defined in scope of work	Frequency of Service (Min.)
		Glass tabletops, cabin doors, cabin partitions, and glass accessories should be cleaned completely.	
		Washroom Cleaning Thorough cleaning and sanitization of toilets, bathrooms, wash basins, and shower facilities, using suitable nonabrasive cleaners and disinfectants	Daily and as per requirement
		Polishing Use good quality polishing agents to clean and shine all handles, knobs, and other fittings. Polishing must cover both wood and metallic items.	Monthly
		Signage, direction boards and guide maps Clean and maintain all installed boards and guide maps to ensure they remain in good condition.	Monthly
		Office & Conference Meeting Management Perform all housekeeping activities, including cleaning and arranging the meeting area, at least one hour before the scheduled meeting time.	One hour prior to meeting
		Plumbing Services Perform immediately repair or replace (with equivalent/superior quality) all plumbing, sanitation, toilets, pantries, drainage, and water systems in RCAT premises. Provide after-hours upkeep, fumigation, cleaning, spares, and filter checks using top-brand materials.	Daily
2	Pest Control services	Pest Control Services Pest Control treatment for eradication of Pests/Insects like silver Fish, Cockroaches, Rodents, Flies, Mosquitoes and other household pests	Quarterly
		Placing and maintenance of plants	Daily
3	Supporting staff services	Office Support staff	Daily
		Security Guards	Daily
		Supervisor	Daily
		Project manager	Daily

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ANNEXURE-2: Compliance Sheet

Bidder has to consider all work mentioned in scope of Work for financial bid. However, Summary of the scope is mentioned in below table:

S. No.	Services as defined in scope of work	Sub Services as defined in scope of work	Frequency of Service (Min.)	Compliance (Yes/No)
1	House Keeping services	Cleaning Services: Dusting, Sweeping, Mopping, Cleaning and wiping of Cabin and Rooms, furniture, fixtures of all Cabin and Rooms of the building premises.	Minimum Daily 7:00 AM to 09:00 AM	
		Cleaning Services: Floors, Staircases, Passage, Lobby and Common Areas of all floors and entrance of each R-CAT/co-located Soochna Kendra at R-CAT Jaipur offices should be Sweep, Clean, Wipe and Drying.	Minimum Daily twice (7:00 AM to 09:00 AM, 1:30 PM to 2:30 PM) and as and when required.	
		Cleaning Services: Dusting and wiping the windows and their glass pane of R-CAT/ co-located Soochna Kendra at R-CAT Jaipur offices.	Weekly	
		Waste Management - All waste from dustbins will be collected and deposited in the building's waste container or as directed by the R-CAT nodal officer. - Dry and wet garbage would be segregated and dumped into designated areas. - Removal of wastes from dustbin and keeping it properly as directed, Removal of Cob-webs. Emptying all dustbins from all floors and washing or wiping them clean with damp cloth, replacing plastic and returning items where they were located.	Daily	
		Dry Cleaning / Vacuuming Dry cleaning / vacuuming all curtains, ceiling, floor, windows, corners, Sofa Sets, Chairs, carpets, carpets runners, and carpet protectors so that they are free of dirt, mud, etc. by using dry-cleaning machine/tools	Quarterly	
		Glass Surface Cleaning All glasses at the entrance door and window of the premises should be cleaned using the damp and dry method	Weekly	

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S. No.	Services as defined in scope of work	Sub Services as defined in scope of work	Frequency of Service (Min.)	Compliance (Yes/No)
		Glass Surface Cleaning Glass table tops, cabin doors, cabin partitions, and glass accessories should be cleaned completely.	Weekly	
		Washroom Cleaning Thorough cleaning and sanitization of toilets, bathrooms, wash basins, and shower facilities, using suitable nonabrasive cleaners and disinfectants	Daily and as per requirement	
		Polishing Use good quality polishing agents to clean and shine all handles, knobs, and other fittings. Polishing must cover both wood and metallic items.	Monthly	
		Signage, direction boards and guide maps Clean and maintain all installed boards and guide maps to ensure they remain in good condition.	Monthly	
		Office & Conference Meeting Management Perform all housekeeping activities, including cleaning and arranging the meeting area, at least one hour before the scheduled meeting time.	One hour prior to meeting	
		Plumbing Services Perform immediately repair or replace (with equivalent/superior quality) all plumbing, sanitation, toilets, pantries, drainage, and water systems in RCAT premises. Provide after-hours upkeep, fumigation, cleaning, spares, and filter checks using top-brand materials.	Daily	
2	Supporting staff services	Office Support Staff	Daily	
		Security Guards	Daily	
		Supervisor	Daily	
		Project manager	Daily	

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ANNEXURE-3: PRE-BID QUERIES FORMAT {to be filled by the bidder}

Name of the Company/Firm:

Bidding Document Fee Receipt No. _____ Dated _____ for Rs. _____/-

Name of Person(s) Representing the Company/ Firm:

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

Company/Firm Contacts:

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax Nos.

Query / Clarification Sought:

S. No.	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity. Also, kindly attach the coloured scanned copy of the receipt towards the submission of the bidding/ tender document fee.

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ANNEXURE-4: BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}

To,

{Procuring entity},

_____ ,

_____ ,

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No.

_____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

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ANNEXURE-5: SELF-DECLARATION {to be filled by the bidder}

To,
{Procuring entity},

_____,
In response to the NIB Ref. No. _____ dated _____ for {Project
Title}, as an Owner/ Partner/ Director/ Auth. Sign. Of _____, I/
We hereby declare that presently our Company/ firm _____, at the time of bidding: -

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have pendency of ESIC, EPF, GST & not to be debar/blacklisted in the last three years (2022-2023, 2023-2024, 2024-2025) by any procurement entity.
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

**RFP for House Keeping, Support Staff & Plumbing Services at different R-CAT locations
& its premises across the State**

ANNEXURE-6: DECLARATION BY BIDDER {to signed by selected bidder}

I/We declare that I am/we are having all the required resources and all the required valid licenses for which I/We have quoted.

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

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

**RFP for House Keeping, Support Staff & Plumbing Services at different R-CAT locations
& its premises across the State**

ANNEXURE-7: CERTIFICATE OF CONFORMITY/ NO DEVIATION{to be filled by the bidder}

To,
{Procuring Entity},

CERTIFICATE

This is to certify that, the specifications of services which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

**RFP for House Keeping, Support Staff & Plumbing Services at different R-CAT locations
& its premises across the State**

ANNEXURE-8: UNDERTAKING ON AUTHENTICITY OF EQUIPMENTS {to be filled by the bidder (On Rs. 100/- Non-judicial stamp paper)}

To,
{Procuring Entity},

Reference: NIB No.: _____ Dated: _____

This has reference to the services being supplied/quoted to you vide bid ref. no. _____ dated _____.

We hereby undertake that all the components/parts/assembly used in the equipment shall be genuine, original and new components /parts/assembly from respective OEMs of the products and that no refurbished/duplicate/ second hand components/ parts/ assembly are being used or shall be used. Also, that it shall be sourced from the authorized source for use in India.

In case, we are found not complying with above at the time of delivery or during installation, for the equipment already billed, we agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our Bid Security/ SD/ PSD for this bid or debar/ black list us or take suitable action against us.

Authorized Signatory

Name:

Designation:

**RFP for House Keeping, Support Staff & Plumbing Services at different R-CAT locations
& its premises across the State**

**ANNEXURE-9: FINANCIAL BID COVER LETTER & FORMATCOVER LETTER {to be
submitted by the bidder on his Letter head}**

To,

{Procuring Entity},

Reference: NIB No.: _____ Dated: _____

Dear Sir,

We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price is inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid.

I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of _____ days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory

Name:

Designation:

**RFP for House Keeping, Support Staff & Plumbing Services at different R-CAT locations
& its premises across the State**

Financial Bid Format

Processing Authority: Managing Director, R-CAT
Name of Work: RFP for House Keeping and Support Staff Services at different R-CAT locations & its premises across the State
NIB Ref. No: F7.1(3)/RCAT/R&M/2026/00052/201
Bidder Name:
PRICE SCHEDULE

BoQ 1: Housekeeping Services

Sr. No .	Item Description	Qty. (Approx.)	Units	Monthly Amount(With out GST) (In Rs.) for total area mentioned in annexure 16 & Chapter 4.1 of Scope of Work	GST Percentage (%)	GST (In Rs.)	Monthly Amount (with GST) (In Rs.) for total area mentioned in annexure 16 & Chapter 4.1 of Scope of Work	Total Amount (with GST) For 2 Year (In Rs.)
A	B	C	D	E	F	G=E*F	H=E+G	J=I*24
1.1	RCAT Jaipur	1	Nos					
1.2	RCAT Ajmer	1	Nos					
1.3	RCAT Kota	1	Nos					
1.4	RCAT Bharatpur	1	Nos					
1.5	RCAT Udaipur	1	Nos					
Total in Figures								
Quoted Rate in Figures								
Quoted Rate in Words								

Note:

1. Composite of BOQ 1 & 2 will be considered for L1. Final formula will be $L1 = BOQ1 + BOQ2$.
2. The rate quoted under Housekeeping and Cleaning Services should be all-inclusive, covering the cost of all required cleaning materials and dedicated cleaning personnel. Examples of cleaning materials include floor cleaners, disinfectants, toilet cleaners, glass cleaners, mops, brooms, dusters, buckets, and garbage bags etc. The staff deployed for cleaning services must be separate and not assigned to any other support activities. Also, support staff should not be utilized for cleaning purposes under any circumstances.

**RFP for House Keeping, Support Staff & Plumbing Services at different R-CAT locations
& its premises across the State**

Processing Authority: Managing Director, R-CAT
Name of Work: RFP for House Keeping and Support Staff Services at different R-CAT locations & its premises across the State
NIB Ref. No:
Bidder Name:
PRICE SCHEDULE

BoQ 2: Support Staff & Security Guard

Sr. No .	Item Description	Qty. (App rox.)	Units	Monthly Amount(Wit hout GST) (In Rs.) for details mentioned in annexure 16 & Chapter 4.1 of Scope of Work	GST Percentage (%)	GST (In Rs.)	Monthly Amount (with GST) (In Rs.) for details mentioned in annexure 16 & Chapter 4.1 of Scope of Work	Total Amount(w ith GST) For 2 Year (In Rs.)
A	B	C	D	E	F	G=E*F	H=E+G	J=I*24
2.1	Office Support staff	10	Nos					
2.2	Security Guards (24*7)	8	Nos					
2.3	Supervisor	1	Nos					
2.4	Project Manager	1	Nos					
Total in Figures								
Quoted Rate in Figures								
Quoted Rate in Words								

Note:

1. Composite of BOQ 1 & 2 will be considered for L1. Final formula will be L1= BOQ1 + BOQ2.
2. Security Guard (24*7) will be required per day per shift as per below basis: For Jaipur – 4, Ajmer – 1, Bharatpur – 1, Kota – 1 & Udaipur -1.
3. Defined Quantity for supporting staff services and work can be increased or decreased as per requirement of tendering authority.
4. The rate quoted in BoQ 1 for support staff & security services (Skilled Manpower) must not be less than the defined min. wages by Government of Rajasthan.

**RFP for House Keeping, Support Staff & Plumbing Services at different R-CAT locations
& its premises across the State**

ANNEXURE-10: DRAFT AGREEMENT FORMAT {to be mutually signed by selected bidder and
procuring entity} **((To be stamped in accordance with Rajasthan Stamp Act)**

This Contract is made and entered into on this _____ day of _____, 2026 by and between
Rajasthan Centre of Advanced Technology (R-CAT), having its head office at Soochna Kendra, Near
Trauma Centre, Near SMS Hospital, Tonk Road, Jaipur-302001, Rajasthan (herein after referred to as
Purchaser/ R-CAT) which term or expression, unless excluded by or repugnant to the subject or
context, shall include his successors in office and assignees on ONE PART

And

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

Whereas,

Purchaser is desirous of appointing an agency for <project title> as per the Scope of Work and Terms
and Conditions as set forth in the RFP document dated _____ of <NIB No _____>.

And whereas

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

And whereas

Purchaser has accepted the bid of supplier and has placed the Work Order vide Letter No.
_____ dated _____, on which supplier has given their acceptance vide their Letter
No. _____ dated _____.

And whereas

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

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

1. The NIB Ref. No. _____ dated _____ and RFP document dated
_____ issued by R-CAT along with its enclosures/ annexures, wherever applicable, are
deemed to be taken as part of this contract and are binding on both the parties executing this
contract.
2. In consideration of the payment to be made by R-CAT to supplier at the rates set forth in the work
order no. _____ dated _____ will duly supply the said articles set forth in
“**Annexure-I: Bill of Material**” thereof and provide related services in the manner set forth in the
RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications
submitted by supplier.
3. The R-CAT do hereby agree that if supplier shall duly supply the said articles and provide related
services in the manner aforesaid observe and keep the said terms and conditions of the RFP and

RFP for House Keeping, Support Staff & Plumbing Services at different R-CAT locations & its premises across the State

Contract, the R-CAT will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.

4. The timelines for the prescribed Scope of Work shall be effected from the date of LOI i.e. _____ and completed by supplier within the period as specified in the RFP document.
5. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete: -

a) Delay up to one fourth period of the prescribed delivery period, successful installation & completion of work	2.5%
b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation & completion of work.	5.0%
c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	7.5%
d) Delay exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	10.0%

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
 - ii. The maximum amount of agreed liquidated damages shall be 10%.
 - iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of supplier.
6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this ____ day of _____, 2026.

Signed By:	Signed By:
() Designation: Company:	() Representative of Managing Director, R-CAT
<i>In the presence of:</i>	<i>In the presence of:</i>
() Designation: Company:	() Designation: R-CAT, Govt. of Rajasthan

**RFP for House Keeping, Support Staff & Plumbing Services at different R-CAT locations
& its premises across the State**

() Designation: Company:	() Designation: R-CAT, Govt. of Rajasthan
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**RFP for House Keeping, Support Staff & Plumbing Services at different R-CAT locations
& its premises across the State**

ANNEXURE-11: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof

Before the (First/ Second Appellate Authority)

1. Particulars of appellant:
 - a. Name of the appellant: <please specify>
 - b. Official address, if any: <please specify>
 - c. Residential address: <please specify>
2. Name and address of the respondent(s):
 - a. <please specify>
 - b. <please specify>
 - c. <please specify>
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:<please specify>
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:<please specify>
5. Number of affidavits and documents enclosed with the appeal:<please specify>
6. Grounds of appeal (supported by an affidavit):<please specify>
7. Prayer:<please specify>

Place

Date

Appellant's Signature

**RFP for House Keeping, Support Staff & Plumbing Services at different R-CAT locations
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ANNEXURE-12: HOUSE KEEPING SERVICES (DAILY LOG SHEET-Indicative Format)

Location Name				
Floor				
Service name	House Keeping Services			
Sub Service Name	Cleaning, dusting and Sweeping Services			
Date			Time:	
Particulars	Labor		Site supervisor of firm	
	Work completed (Y/N)	Remark (if any)	Checked (Y/N)	Remark (if any)
All Classrooms				
All Cabins				
Halls				
Corridors				
Stairs				
Open area/area not mentioned above (if any)				
Labour Name: Contact details:			Site supervisor Name: Site supervisor Contact Details: Site Supervisor Signature: Site supervisor marking: Satisfactory/Unsatisfactory	
Note: 1. This log sheet has to be filled every time the services are being performed by the manpower of the selected bidder. 2. If the site supervisor does not satisfy with the work done by the labour, the work has to be done again until its satisfaction. 3. If the problem covers under the scope of the bidder and the site supervisor is not satisfied with the work done by its associated labour, the same has to be replaced immediately at the level of selected bidder. 4. If there is any problem which is beyond the control/scope of the selected bidder and the site supervisor is not satisfied with the work done by its associated labour, the same has to be informed in writing to the R-CAT immediately.				

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**ANNEXURE -13: Monthly work verification report (Should be verified by the location in charge)-
Indicative Format**

Location Name:

.....

Period: To date

.....

This is to certify that the services performed by the firm deputed for housekeeping and other maintenance services (i.e. M/s

.....)

are found to be satisfactory in the mentioned premise The housekeeping and other required material was sufficient during the period.

Site Supervisor Name: Contact number: Seal of the company	Nodal officer: Name: Designation Seal:
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**RFP for House Keeping, Support Staff & Plumbing Services at different R-CAT locations
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ANNEXURE – 14: INSPECTION REPORT FORMAT-Indicative Format

Date		Time	
Name of the location			
Floor			
Name of floor OIC			
Observations:			
Inspected by: Name: Designation: Signature:			
Nodal officer: Name: Designation Seal:			
Representative of selected firm: Name: Designation: Mobile no.: Signature:			

**RFP for House Keeping, Support Staff & Plumbing Services at different R-CAT locations
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**ANNEXURE – 15: R-CAT OFFICE WISE (BUILDING) FLOOR WISE DETAILED PLAN-
Indicative Format**

S. No.	Building Name	Floor name	Site supervisor			Remark
			Name	Contact no.	Timings	

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ANNEXURE - 16: TENTATIVE LOCATION WISE SERVICE, SHIFT TIMINGS & MANPOWER DETAILS

S. No.	R-CAT Office Location	Area in Sq. Mt. (Inside Area + Outer Area)	Area in Sq. Ft. (Total)	Project Manager required (Y/N)	Supervisor required (Y/N)	House Keeping & Cleaning Services	Support Staff Services	Security Guard Services 24*7
1.	R-CAT Jaipur	10890+2620 = 13510	145420	Y (1)	Y (1)	Y	Y (6)	Y (4)
2.	R-CAT Ajmer	650 + 80 = 730	7858	N	N	Y	Y (1)	Y (1)
3.	R-CAT Bharatpur	495 + 150 = 645	6943	N	N	Y	Y (1)	Y (1)
4.	R-CAT Kota	610 + 150 = 760	8181	N	N	Y	Y (1)	Y (1)
5.	R-CAT Udaipur	415 + 100 = 515	5543	N	N	Y	Y (1)	Y (1)

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ANNEXURE - 17: LAND BORDER COMPLIANCE CERTIFICATE

(On the letterhead of the Bidder)

<Place>

<Date>

To

The Managing Director,
Rajasthan Centre of Advanced Technology (R-CAT)
Soochna Kendra, Near Trauma Centre, SMS Hospital
Tonk Road, Jaipur 302001

Subject: Compliance Certificate regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017 – Land Border Requirement

Dear Sir/Madam,

In accordance with the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Department of Expenditure, Ministry of Finance, Government of India, and as amended from time to time, the undersigned certifies that:
(Please select the appropriate option)

The bidder is not from such a country which shares a land border with India as defined in the said Order.

OR

The bidder is from such a country which shares a land border with India and has been registered with the competent authority as specified in the above-mentioned Order. A copy of the valid registration certificate is enclosed.

The undersigned further certifies that the bidder is in compliance with all applicable provisions referred to in the said Order and amendments issued thereto.

(Signature)

Name: _____

Designation: _____

Company Name: _____

Address: _____

Contact Details: _____

(Company Seal)

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ANNEXURE-18: BANK GUARANTEE FORMAT

BANK GUARANTEE FORMAT – BID SECURITY

(To be stamped in accordance with Rajasthan Stamp Act and to be issued by a Nationalised/
Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,
The Managing Director,
Rajasthan Centre of Advanced Technology (R-CAT),
First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

Sir,

1. In accordance with your Notice Inviting Bid for <please specify the project title> vide NIB reference no. <please specify> M/s. (Name & full address of the firm) (Hereinafter called the “Bidder”) hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document.

It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <Rs. _____ (Rupees <in words>)> in respect to the NIB Ref. No. _____ dated _____ issued by R-CAT, Soochna Kendra, Near Trauma Center (hereinafter referred to as “R-CAT”) by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum of <Rs. _____ (Rupees <in words>)> to the R-CAT as earnest money deposit.

2. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the R-CAT of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the R-CAT shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the R-CAT on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the R-CAT that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the R-CAT shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the R-CAT and it is further declared that it shall not be necessary for the R-CAT to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the R-CAT may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

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7. The right of the R-CAT to recover the said amount of <Rs. _____ (Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. _____ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date (Signature)
Place (Printed Name)
(Designation)
(Bank's common seal)

In presence of:

WTTNESS (with full name, designation, address & official seal, if any)

- (1)
.....
(2)
.....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee shall fulfil the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.

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5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by R-CAT
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:

**RFP for House Keeping, Support Staff & Plumbing Services at different R-CAT locations
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BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

(To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only and to be issued by a Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,
The Managing Director,
Rajasthan Centre of Advanced Technology (R-CAT),
First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

1. In consideration of the Rajasthan Centre of Advanced Technology (R-CAT) (hereinafter called "R-CAT") having agreed to exempt M/s(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No.....datedmade between the R-CAT through and(Contractor) for the work(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupeesonly), we(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request ofContractor(s) do hereby undertake to pay to the R-CAT an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the R-CAT. Any such demand made on the bank by the R-CAT shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the R-CAT and We..... (Indicate the name of Bank), bound ourselves with all directions given by R-CAT regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We.....(indicate the name of Bank), undertake to pay to the R-CAT any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of R-CAT under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the R-CAT certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We(indicate the name of Bank) further agree with the R-CAT that the R-CAT shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the R-CAT against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the R-CAT or any indulgence by the R-CAT to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. The liability of us (Indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the R-CAT in writing.

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8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the R-CAT. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for the R-CAT to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the R-CAT may have obtained or obtain from the contractor.
10. We (indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Dated.....day of.....For and on behalf of the <Bank> (indicate the Bank)

Signature

(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the R-CAT
For and on behalf of the R-CAT

Signature

(Name & Designation)

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ANNEXURE-19: EPF CONTRIBUTION FORMAT (Indicative Format)

On the Letter Head of Company

Date:

TO WHOMSOEVER IT MAY CONCERN

This is to certify that we have deposited EPF Contribution for the month of ____, YYYY vide Challan No. (Establishment Code: month of dated (copy enclosed) in respect of our Establishment) which includes EPF Contribution for the month of ____, YYYY, in respect of the following Workman deputed for House Keeping, FMS and CMS at various location as mentioned in RFP

S. No	Employee Name/Workman Name	EPF No.
1		
2		
3		

The total amount of contribution of EPF in respect of the above-noted Workman for the month of ____ YYYY deposited is _____.

For
Authorized Signatory
Stamp of the Company

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ANNEXURE-20: ESI CONTRIBUTION FORMAT (Indicative Format)

On the Letter Head of Company

Date:

TO WHOMSOEVER IT MAY CONCERN

This is to certify that we have deposited ESI Contribution for the month of ____, YYYY vide Challan No. dated ____ (Establishment Code: month of dated (copy enclosed) in respect of our Establishment) which includes ESI Contribution for the month of ____, YYYY, in respect of the following Workman deputed for House Keeping, FMS and CMS at various location as mentioned in RFP

S. No	Employee Name/Workman Name	Employees Contribution	Employer's Contribution	Interest	Damages	Others	Total
1							
2							
3							
Grand Total (In Words): _____							

The total amount of contribution of ESI in respect of the above-noted Workman for the month of ____ YYYY deposited is _____.

For
Authorized Signatory
Stamp of the Company

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ANNEXURE-21: MANPOWER ROLES AND RESPONSIBILITIES

S. No.	Type	Major Roles and Responsibilities
1.	Type: -Supporting Staff Services Resource Category: - Project Manager Qualification and Experience: - Graduate Total Experience: - Min 10 years Similar Experience: - Min 5 years	- Understand and explain the scope for this RFP like housekeeping and cleaning services etc. to the team. - Address and resolve any service-related issues or deficiencies. - Act as the primary contact for stakeholders, providing updates and addressing concerns. - He will be deployed at R-CAT, Jaipur and all the team under this contract would be managed by him including the Supervisor at each office locations to ensure efficient service delivery. - Deliver regular progress reports, including service performance and issue resolution status, and obtain feedback on the work from the relevant R-CAT officers. - Ensure that all employees have received their salaries, PF, and ESI, and will submit proof of this to R-CAT. - Allocate necessary resources, including personnel and equipment, to ensure efficient service delivery as per scope of RFP. - Create and manage a schedule for routine and emergency maintenance, housekeeping tasks, and repair work. - Prepare and manage budgets for facility services, ensuring cost-effective solutions. - Manage contracts and ensure all service levels and terms are met - Ensure that all services meet industry standards and regulatory requirements. - Conduct regular inspections to ensure quality and compliance with service specifications. - Develop and implement strategies to mitigate risks and handle emergencies effectively. - Lead and coordinate the housekeeping & cleaning team, ensuring efficient and effective operations. - Oversee the implementation and use of facility management systems, if any. - Promote and implement environmentally friendly practices in housekeeping and maintenance. - Continuously seek opportunities to enhance service efficiency and effectiveness. - The Manager must show flexibility and responsiveness in carrying out their duties, as their role is not limited to the tasks mentioned above. They must also follow the directions of the concerned R-CAT officer as and when required.

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S. No.	Type	Major Roles and Responsibilities
2.	Type: -Supporting Staff Services Resource Category: - Supervisor Qualification and Experience: - 12th Pass Total Experience: - Min 8 years Similar Experience: - Min 5 years	• Address and resolve any service-related issues or deficiencies. • All the team under this contract would be managed by him including all the site support staff at different office locations. • He will be deployed at R-CAT, Jaipur and also, he will manage/supervise all Spoke Centers to ensure efficient service delivery. • Deliver regular progress reports, including service performance and issue resolution status, and obtain feedback on the work from the relevant R-CAT officers. • Create and manage a schedule for routine and emergency maintenance, housekeeping tasks, and repair work. • Conduct regular inspections to ensure quality and compliance with service specifications. • Develop and implement strategies to mitigate risks and handle emergencies effectively. • Lead and coordinate the housekeeping & cleaning team, ensuring efficient and effective operations. • Promote and implement environmentally friendly practices in housekeeping and maintenance. • Continuously seek opportunities to enhance service efficiency and effectiveness. • The Manager must show flexibility and responsiveness in carrying out their duties, as their role is not limited to the tasks mentioned above. They must also follow the directions of the concerned R-CAT officer as and when required.
3.	Type: -Supporting Staff Services Resource Category: - Office Support staff Qualification and Experience: - Min 8th Standard Pass Min. 3 years in Govt Offices/PSU/ Boards/ Corporations and Knowledge in English	• Provide general administrative assistance, including handling correspondence, scheduling meetings, and managing office supplies. • Maintain an organized and efficient office environment by managing files, documents, and office equipment, and ensuring that workspaces are tidy and functional. • Ensure the dusting and cleaning of office rooms, cabins, furniture, fixtures, telephone instruments, fax machines, and computers. • Ensure the proper placement of all equipment in the rooms and cabins. • Managing the front desk of the office (if any) • Ensuring documents are accessible and well organized. • Delivering letters, parcels, and documents to staff members, departments, or external recipients. • The office help staff must follow all instructions given by the concerned R-CAT officer as and when required
4.	Type: -Supporting Staff Services Resource Category: - Security Guards	The major task is to provide security services. This task majorly includes below activities but not limited to following: • Monitor and control entry and exit points. • Verify identification and issue visitor passes. • Ensure only authorized personnel enter the premises • Monitor security cameras and alarm systems.

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S. No.	Type	Major Roles and Responsibilities
		• Conduct regular patrols of the premises. • Identify and report any suspicious activities • Respond promptly to alarms and emergencies. • Coordinate with emergency services when necessary. • Provide first aid and support during incidents • Maintain detailed logs of daily activities and incidents. • Prepare and submit incident reports to management. • Document any security breaches or safety hazards • Assist employees and visitors with information and directions. • Handle inquiries and complaints professionally • Inspect and secure doors, windows, and other access points. • Prevent theft, vandalism, and other criminal activities. • Ensure the safety of office property and assets • Enforce company policies and procedures. • Maintain order during events or emergencies. • Ensure compliance with safety regulations • Stay updated on security protocols and procedures. • Comply with all legal and regulatory requirements • Monitor and record the entry and exit of office items in the logbook, ensuring accurate documentation. • Ensure that the store in-charge's signature is obtained for any items being removed from the office premises. • Must follow all instructions given by the concerned R-CAT officer as and when required.
5.	Type: - House Keeping Services- Cleaning Resource Category: - Sweeper	• To clean bathrooms/toilets (attached as well as independent) • Washing, Cleaning, Wiping and Drying of Bathroom and Toilets • Thorough cleaning of all toilets using required detergent by putting Naphthalene balls, liquid soap along with dispenser, Urinal Screen Mat and air purifier in all urinals, wash basins and WC area. • Placing of dustbin in every toilet and cleaning of the dustbin on regular basis • To wash all bathroom/toilets, Scrub the floor of Bathrooms, Removal of Wastes, Cleaning of China Clay Sanitary Fittings, Metal Sanitary Fittings etc. With soap water / Harpic / Colin / Acid etc. and drying it. • Thorough cleaning and sanitization of toilets, bathrooms, wash basins and shower facilities, using suitable nonabrasive cleaners and disinfectants. • Cleaning all drains/sewage pipes including removing blockages in drain/sewage pipes, removal of garbage and waste papers on daily basis from the premises. • Perform waste management activities like All waste from dustbins will be collected and deposited in the buildings waste container • Lifting, carrying and disposing the dead bird's animals, rats, insects etc. if found in and around the office building and thereafter spraying of air freshener.

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S. No.	Type	Major Roles and Responsibilities
6.	Type: - House Keeping Services- Cleaning Resource Category: - House Keeping Staff	• Dusting, Sweeping, Mopping, Cleaning and wiping of floors, furniture, fixtures of all floors of the building premises and staircases. • Dusting and wiping Telephone Instruments, Fax Machines, Computers, spraying disinfectant, Room Freshener. • Dry Cleaning / Vacuuming all curtains, ceiling, floor, windows, corners, carpets runners and carpet protectors so that they are free of dirt, mud, etc. • Any chairs, trash, receptacles and easily movable items shall be moved to clean underneath and then replaced in the original position • Polishing of all the door/window handles/knobs • Ensuring proper placement of all the equipment's in the meeting room. • Ensuring proper functioning of all the equipment's in the meeting room • Finalization of items requires to be served during the meeting, with the consultation of the respective officer in charge of the meeting. • Serving of beverages like water, tea/coffee, refreshments /food items during the meeting.