

2024



**RajCOMP Info Services Ltd
(RISL),
Government of Rajasthan (GoR)**

Request for Proposal (RFP) for Comprehensive annual maintenance contract of Lift & Escalator at R-CAT, Jaipur



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**Request for Proposal (RFP) for Comprehensive annual maintenance contract of Lift & Escalator at R-CAT,
Jaipur**

Bidder to fill the following details

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


RajCOMP Info Services Ltd , Government of Rajasthan

RISL, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)

Web: <http://risl.rajasthan.gov.in>, Email: kkmishra.risl@rajasthan.gov.in

1. NIB

This NIB is hereby issued Only to M/s Shubham electricals and maintenance, B-16 Shriji Nagar , Durgapura Jaipur, who is required to quote for the bid for Comprehensive annual maintenance contract of Lift & Escalator at R-CAT, Jaipur . The Annual maintenance contract include all in all maintenance including to attend the faults with replacement of faulty spare parts with healthy spare parts within timelines.

 RajCOMP Info Services Ltd. (A Government of Rajasthan undertaking)		email: info.risl@rajasthan.gov.in website: www.risl.rajasthan.gov.in
Reference No.: F3.3 (535)/RISL/Pur/2024/2873 UBN No.: <u>RIS2425SLSS00057</u>		Dated: <u>29-11-2024</u>
Single Source Bid		
This NIB is hereby issued only to M/s Shubham Electricals and maintenance, Jaipur, Who is required to quote for the bid. RFP for Comprehensive annual maintenance contract of lift & escalator at RCAT, Jaipur of M/s Shubham Electricals and maintenance, Jaipur stand qualified.		
Name & Address of the Procuring Entity	<ul style="list-style-type: none"> • Name: RajCOMP Info Services Ltd , Government of Rajasthan • Address: RISL, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) 	
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none"> • Name: Sh. Hari Ram Meena • Designation: Executive Engineer (Electrical), DoIT&C • Address: First Floor, Jeevan Nidhi Building, Ambedkar Circle, Bhawani Singh Road, Jyoti Nagar, Jaipur (Rajasthan) • Email: hariramee88@rajasthan.gov.in 	
Subject Matter of Procurement	Single Source Procurement Document for RFP for Comprehensive annual maintenance contract of lift & escalator at RCAT, Jaipur	
Bid Procedure	Single Stage: Single Part eBid Procedure at http://eproc.rajasthan.gov.in	
Bid Evaluation Criteria (Selection Method)	Single Source Procurement.	
Websites for downloading Bidding Document, Corrigendum's, Addendum etc.	<ul style="list-style-type: none"> • Websites: http://sppp.raj.nic.in; http://eproc.rajasthan.gov.in; http://risl.rajasthan.gov.in; http://doitc.rajasthan.gov.in • Bidding document fee: Rs. 1,000 (Rupees One Thousands only) in Demand Draft in favor of "Managing Director, RISL" payable at "Jaipur". • RISL Processing fee: Rs. 500 (Rupees Five Hundred only) in Demand Draft in favor of "Managing Director, RISL" payable at "Jaipur". 	
Estimated Procurement Cost	Rs. 10.42 Lakh/- (Rupees Ten Lakh Forty Two Thousand Only)	
Date & Time of Publish/ Document Download	<ul style="list-style-type: none"> • The prospective bidder i.e. M/s Shubham Electricals and maintenance, Jaipur may download the tender document from: • Start Date: 03.12.2024 from 05:00 PM onward • End Date: 13.12.2024 from upto 03:00 PM 	
Manner, Start/ End Date for the submission of Bids	<ul style="list-style-type: none"> • Manner: Online e-Procurement Website (https://eproc.rajasthan.gov.in) • Start Date: 03.12.2024 from 05:00 PM onward • End Date: 13.12.2024 from upto 03:00 PM 	
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*	<ul style="list-style-type: none"> • Till: 13.12.2024 Up to 12.00 PM • Place: First Floor, Jeevan Nidhi Bhawan, Ambedkar Circle, Jyoti Nagar, Jaipur (Rajasthan) 	
Date/ Time/ Place of Bid Opening	<ul style="list-style-type: none"> • Date: 13.12.2024 from at 4:00 PM • Place: First Floor, Jeevan Nidhi Bhawan, Ambedkar Circle, Bhawani Singh Road, Jyoti Nagar, Jaipur (Rajasthan) 	
C-Block, 1st Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 ■ Tel.: 141-5103902, 2228394 & 2220097, Fax: 141-2228701		



RajCOMP Info Services Ltd.

(A Government of Rajasthan undertaking)

email: info.risl@rajasthan.gov.in
 website: www.risl.rajasthan.gov.in

Period of Execution of Work	• 1 Year
Bid Validity	90 days from the bid submission deadline.
Note:	
<p>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 before opening time of bid and scanned copy of same should also be uploaded along with the technical Bid/ cover.</p> <p>2) * In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft/ Bank Guarantee for Tender Fee, Bid Security, and RISL Processing Fee up to prescribed time period, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft/ Bank Guarantee for Bidding document fee, RISL Processing Fee and Bid Security should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.</p> <p>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).</p> <p>4) RISL 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.</p> <p>5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.</p> <p>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 for training may contact e-Procurement Cell, DoIT&C for booking the training slot.</p> <p>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</p> <p>7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.</p> <p>8) 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.</p> <p>9) 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.</p> <p>10) 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 RTPP Act 2012 and Rules thereto, the later shall prevail.</p>	


(Hari Ram Meena)
 EE(Electrical),DoIT&C

2. PROJECT PROFILE

RajCOMP Info Services Ltd (RISL) intends to select M/s Shubham Electricals and Maintenance for **Comprehensive annual maintenance contract services of Lift & Escalator at R-CAT, Jaipur**. As per letter from ThyssenKrupp (TK Elevator India Pvt. Ltd.), the maintenance is done by the TK elevator business partner “Shubham Electricals and maintenance, B-16 Shriji Nagar, Durgapura, Jaipur – Rajasthan”.

RCAT is one of its kind First IT finishing school Established by the Government of Rajasthan to enhance competency, employability and mobility of science/ Engineering/ Technology students, the youth and mid- career professionals of Rajasthan, India and the world looking forward to get trained and inducted into the advanced and emerging tech industry.

3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

The supporting documents submitted as evidence to fulfil the eligibility criteria will be evaluated by the Tendering Authority. During the bid evaluation stage, the Tendering Authority may request for clarification (if required).

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 and OEM should have support for CAMC contract services of lifts and Escalator. OR A partnership firm registered under Indian Partnership Act, 1932 and OEM should have support for CAMC contract services of lifts and Escalator.	Copy of Certificates
2.	Financial: Turnover	Average Annual Turnover of the Bidder during the last three financial years, i.e., from 2021-2022,2022-2023,2023-24 (as per the last published audited balance sheets), should be at least Rs 16 Lakhs	CA Certificate with CA's Registration Number/ Seal
3.	Financial: Net Worth	The net worth of the Bidder, as on 31 st March 2024, should be Positive.	CA Certificate with CA's Registration Number/ Seal
4.	Tax registration and clearance	The Bidder should have a registered number of i. GST registration certificate ii. Income Tax / PAN number.	Copies of relevant certificates of registration & PAN Card
5.	Technical Capability	The bidder must have completed One Annual maintenance services of lifts work order Rs. 10 lakhs in any of the last three financial years i.e. 2021-2022,2022-2023,2023-24 OR	Annexure-7 per project reference And Work Completion

S. No.	Basic Requirement	Specific Requirements	Documents Required
		<p>Two Annual maintenance services of lifts work order Rs. 6 lakhs in any of the last three financial years i.e. 2021-2022,2022-2023, 2023-24 of large private sector/public sector companies/State Govt. till the date of bid submission in India (Work order date shall be on or after 1st April 2021) having following scope of work:</p> <ul style="list-style-type: none"> Comprehensive Annual maintenance contract of lifts or escalator 	<p>Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the CA);</p>
6.	Mandatory Undertaking	<p>Bidder should: -</p> <ol style="list-style-type: none"> 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; not have, and their 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; not have a conflict of interest in the procurement in question as specified in the bidding document. comply with the code of integrity as specified in the bidding document. 	<p>A Self Certified letter as per Annexure-3: Self-Declaration</p>

4. **SCOPE OF WORK**

The scope of work for **Comprehensive annual maintenance contract of Lift & Escalator installed at R-CAT and suchna kendra building, Jaipur** for period of 12 months. The CAMC include to do the all in all maintenance, to attend the faults and replacement of faulty spare parts including ARD batteries within timelines by bidder .

5. DELIVERABLES & TIMELINES

5.1 Scope of work

Following lift and escalator to be looked for **Comprehensive annual maintenance contract of Lift & Escalator installed at R-CAT and suchna kendra building, Jaipur .**

S. No.	List of Equipment	Make	Unit	Quantity	Remarks
1	26 Passenger Gearless Elevator (1768 Kg) Machine Room less (6 Stop, B+G+4	Thyssenkrupp	Nos	2	
2	26 Passenger Gearless Elevator (1768 Kg) Machine Room less (3 Stop, G+2)	Thyssenkrupp	Nos	1	
3	Escalator rated capacity as 9,000 persons per hour, rated speed of 0.50 linear metre/second serving level For Escalator from Ground Floor level to First Floor, ES-03, ES-04 Rise 3.825m	Thyssenkrupp	Nos	2	

Note: -

- a) Bidder has to ensure to do all in all maintenance work including monthly preventive, Predictive and Corrective maintenance by OEM.
- b) Bidder has to ensure to attend fault within timelines with replacement of faulty spare parts by healthy spare parts.

5.1.1 Penalty for not attending faults

S. No.	Description of Equipment/ Services	Response time to attend Issues/ faults	Per Hour Penalties in Rs., if issues/ faults not attended in response time	Timeline to rectify issues /faults	Per day penalties in Rs., if issues/faults not Rectified in stipulated time period
1	Lifts	1 hour	100	1 day	500
2	Escalator	1 hour	100	1 day	500

1) Project Deliverables, Milestones & Time Schedule

Deliverable	Timelines	Payment
Providing satisfactory Services to the tendering authority	Quarterly	Payment will be released on quarterly basis after giving satisfactory all in all maintenance services by OEM ThyssenKrupp (TK Elevator India Pvt. Ltd.) with statutory deductions and penalties, if any.

ANNEXURE-1: TERMS & CONDITIONS

1. The Proposal should be submitted in a sealed envelope.
2. **Selection Method:** The prices offered by the bidder for various items will be evaluated on composite basis i.e., price of all offered items shall be added together and the bidder stands L-1 on composite basis shall be considered for award of contract.
3. **Payment Terms and Schedule:**

S. No.	Milestone/ Phase	Scope of Work	Deliverables	Payable Amount
1.	Completion of Reports as per Clause-5: Deliverables & Timelines	As per Clause-4: Scope of Work (SoW)	Satisfactory Reports	In Fair Running Bills

4. **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 7 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.
 - c) If the bidder, who's 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 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.
 - 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.
5. 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 RTPP Act 2012 and Rules thereto, the later shall prevail.

Confirmation Letter for Business Partner with Shubham Electrical and Maintenance



Ref: TKEI / SEM

Dated: 27.11.2024

To,
MD-RISL
Jaipur Rajasthan

Sub: Confirmation letter for Business Partner with Shubham Electrical and Maintenance

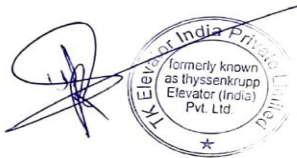
Name of Work : Annual Maintenance contract for 03 no elevators and 2 nos escalators at RCAT and Suchna Kendra Building , Opp SMS Hospital, Jaipur

"We, TK Elevator (India) Private Limited, do hereby confirm our willingness to work as a Business Partner in association with M/s Shubham electrical & Maintenance, B-16, Shriji Nagar, Durgapura, Jaipur, for supply, installation, testing ,commissioning and services of elevators and escalators at its Project for 03 no elevators and 2 nos escalators at RCAT and Suchna Kendra Building , Opp SMS Hospital, Jaipur-Rajasthan

You are requested to place the order of AMC contract at RCAT and Suchna Kendra Building, Jaipur-Rajasthan to M/s Shubham electrical & Maintenance who is TKE partner,
On our part directly TKElevator will support to M/s Shubham electrical & Maintenance, B-16, Shriji Nagar, Durgapura, Jaipur, for the maintenance and upkeep of elevator and escalators installed at RCAT jaipur.

Thanking and assuring you of our best attention all the times.

Yours sincerely,
For TK Elevator India Pvt Ltd.



(Authorized Signatory)

Copy: - M/s Shubham electrical & Maintenance, B-16, Shriji Nagar, Durgapura, Jaipur

TK ELEVATOR INDIA PRIVATE LIMITED | JAIPUR BRANCH | 3rd Floor | RV Tower | Plot No. 18 | Nityanand Nagar-A | Queens Road | Vaishali Nagar
Jaipur | Rajasthan-302021 | India | P: +91-141-222-3633 | info@tkelevator.com | www.tkelevator.com/in-en/ | CIN: U24239DL1999PTC098162
REGISTERED OFFICE | Plot No. 429 | Functional Industrial Estate | Patparganj | Delhi-110092 | India

(Archna Singh)
MD,RISL

C-Block, 1st Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 ■ Tol.: 141-5103902, 2229394 & 2220097, Fax: 141-2228701

ANNEXURE-2: Bill of Quantity (BOQ)

Item Description	Quantity	Units
Providing Comprehensive Annual maintenance contract service of 3 Nos. Elevators and 2 Nos. Escalators (OEM ThyssenKrupp (TK Elevator India Pvt. Ltd.)) includes all in all maintenance with replacement of spare parts and attending the faults within timelines as per RFP terms and conditions.	4	Per Quarter

ANNEXURE-3: 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 any debarment by any other procuring 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: _____

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: _____

ANNEXURE-5: TECHNICAL BID COVERING LETTER

{Duly sealed and signed On Bidder's Letter head}

Addressed to :

a.	Name of the tendering authority	Managing Director, RajComp Info Services Ltd.
b.	Address	1st Floor, Yojana Bhawan, Tilak Marg, Jaipur (Rajasthan) – 302005
c.	Telephone	0141-5103902
	TeleFax	0141-2224855

I. **NIT Reference:**

II.

1.	Name of Bidder			
2.	Name of Contact Person			
3.	Registered Office Address			
4.	Year of Establishment			
5.	Type of Firm	Public Limited	Private Limited	Others
	Put Tick(√) mark			
6.	Telephone Number(s)			
7.	Email Address/ Website	Email:	Web-Site:	
8.	Fax No.			
9.	Mobile/ Pager Number	Mobile:	Pager:	
10.	Area of Specialization			

III. The Tender fee amounting to Rs. 1000/- (Rupees One Thousand Only) has been deposited vide Demand Draft no. _____ Dated _____.

IV. The rates quoted are valid up to _____. (Subject to a minimum of 90 days from the date of opening of the bid). The validity can be extended with mutual agreement.

V. Following documents are attached towards the proof of bid security deposited.

S.No.	Earnest Money Deposited through	Number	Dated
1.	Demand Draft		
2.	Banker's Cheque (Local only)		

VI. We agree to abide by all the conditions mentioned in this Tender Notice issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).

VII. The rates for the services as mentioned in the Financial Bid have been enclosed separately.

Signature & Seal of Bidder

ANNEXURE-6: FINANCIAL BID COVER LETTER

{to be submitted by the bidder on his Letter head}

To,
{Procuring Entity},

Reference: NIB No. :

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 are 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:

Financial Bid Format

{to be submitted by the bidder only in BoQ format (.XLS) available at e-Procurement portal}

Note: This is an Financial bid format of BoQ. The BoQ available at e-procurement portal shall be considered as final.

Sl. No.	Item Description	Quantity	Units	Unit Price	GST In Rs. P	GST Amount in INR Rs. P	TOTAL AMOUNT with GST	TOTAL AMOUNT In Words
1	2	3	4	5	6	6	$7=(5+6)*3$	8

ANNEXURE-8: BANK GUARANTEE FORMAT**{To be submitted by the bidder's bank}****BANK GUARANTEE FORMAT – BID SECURITY**

(To be stamped in accordance with 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,
RajCOMP Info Services Limited (RISL),
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 RISL, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as "RISL") 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 RISL 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 RISL of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the RISL 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 RISL 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 RISL 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 RISL 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 RISL and it is further declared that it shall not be necessary for the RISL 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 RISL 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.
7. The right of the RISL 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.
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 RISL
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:

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,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

1. In consideration of the RajCOMP Info Services Limited (hereinafter called "RISL") 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 RISL 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 RISL 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 RISL. Any such demand made on the bank by the RISL 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 RISL and We..... (Indicate the name of Bank), bound ourselves with all directions given by RISL 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 RISL 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 RISL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RISL 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 RISL that the RISL 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 RISL 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 RISL or any indulgence by the RISL 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 RISL in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RISL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).

9. It shall not be necessary for the RISL 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 RISL 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 RISL
For and on behalf of the RISL

Signature

(Name & Designation)

ANNEXURE-9: DRAFT AGREEMENT FORMAT

{To be mutually signed by selected bidder and procuring entity}

This Contract is made and entered into on this _____ day of _____, 2023 by and between RajCOMP Info Services Limited (RISL), having its head office at First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ RISL) 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 RISL 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 RISL to supplier at the rates set forth in the work order no. _____ dated _____ will duly supply the said articles set forth in "Annexure-2: 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 RISL 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 Contract, the RISL 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, requirement of services and deployment of technical resources shall be effected from the date of work order 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.
 7. In case of agreement with Supplier/service provider:
 “This agreement is being executed on behalf of M/s (Concerned Department)....., to procure defined goods and services, RISL is acting merely as a Pure Agent who neither intends to hold or holds any title to the goods and services being procured or provided. So all the goods and services are required to be delivered in the name of M/s (Concerned Department)..... along with invoices of supplied items, although payment will be made by RISL on behalf of said department/company.”
 8. In case of MOU with Department/PSU
 “This MOU is being executed to procure defined goods and services, RISL is acting merely as a Pure Agent who neither intends to hold or holds any title to the goods and services being procured or provided. So all the goods and services (except management consultancy) will be delivered in the name of M/s (Concerned Department)..... along with invoices of supplied items, although payment will be made by RISL on behalf of M/s (Concerned Department).....”

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this ____ day of _____, 2023.



Signed By:	Signed By:
<i>In the presence of:</i>	<i>In the presence of:</i>
() Designation: Company:	()
() Designation: Company:	()
() Designation: Company:	()

ANNEXURE-10: 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

ANNEXURE-11: Stamp Duty on Bank Guarantee/ Agreement

S.No	Amount or value of the works contract	Stamp duty
1	Upto Rupee Fifty Lakhs	Rupees One Thousand
2	More than Fifty Lakhs	0.15% of the amount or value of the works contract subject to maximum of Rupees Twenty Five Lakhs


(Kaushal Suresh Gupta)
Dy. Manager (Finance)

ALL OIC's

Ref. No. F 2.9 (03)/RISL/Misc/2011-12/2610 Date:-07-07-2022

**GOVERNMENT OF RAJASTHAN
FINANCE DEPARTMENT
(TAX DIVISION)**

Jaipur, dated: 06.11.2020

NOTIFICATION

In exercise of the powers conferred by sub-section (1) of section 9 of the Rajasthan Stamp Act, 1998 (Act No. 14 of 1999), the State Government being of the opinion that it is expedient in the public interest so to do, hereby orders that the stamp duty chargeable on the Works Contract shall be reduced and charged as under:-

S.No.	Amount or value of the works contract	Stamp duty
1.	upto Rupees Fifty Lakhs	Rupees One Thousand
2.	more than Fifty Lakhs	0.15% of the amount or value of the works contract subject to maximum of Rupees Twenty Five Lakhs

[No.F.2(31)FD/Tax/2019-253]
By order of the Governor,



(Nishant Jain)

Joint Secretary to the Government

Copy forwarded to the following for information & necessary action:-

1. Superintendent, Government Central Press, Jaipur for publication of this notification in part 4(c) of extra ordinary gazette Kindly send 10 copies of this notification to this department and 20 copies along with bill to Inspector General, Registration & Stamps, Rajasthan, Ajmer.
2. Pr. Secretary to Hon'ble Chief Minister (Finance), Rajasthan, Jaipur.
3. Accountant General, Rajasthan, Jaipur.
4. Inspector General, Registration & Stamps, Rajasthan, Ajmer.
5. PS to Additional Chief Secretary, Public Works Department.
6. PS to Principal Secretary, Finance Department.
7. PS to Principal Secretary, Law Department.
8. PS to Secretary, Finance (Revenue) Department.
9. Director, Public Relation Department, Rajasthan, Jaipur.
10. Technical Director, Finance (Computer Cell) Department, Secretariat, Jaipur.
11. Guard file.


Joint Secretary to the Government

	राजस्थान राजपत्र विशेषांक	RAJASTHAN GAZETTE Extraordinary
	साधिकार प्रकाशित	Published by Authority
	आशुवन 28, गुरुवार, शके 1944-अक्टूबर 20, 2022 <i>Asvina 28, Thursday, Saka 1944- October 20, 2022</i>	

भाग 4 (ग)

उप-खण्ड (1)

राज्य सरकार तथा अन्य राज्य-प्राधिकारियों द्वारा जारी किये गये (सामान्य आदेशों, उप-विधियों आदि को सम्मिलित करते हुए) सामान्य कानूनी नियम।

FINANCE (G&T) DEPARTMENT

Notification

Jaipur, October 19, 2022

G.S.R.85 -In exercise of the powers conferred by section 55 of the Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012), the State Government hereby makes the following rules further to amend the Rajasthan Transparency in Public Procurement Rules, 2013, namely:-

1. **Short title and commencement.**- (1) These rules may be called the Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2022.

(2) They shall come into force from the date of their publication in the Official Gazette.

2. **Amendment of rule 75A.**- In sub-rule (1) of rule 75A of the Rajasthan Transparency in Public Procurement Rules, 2013,-

(i) at the end of clause (iii) of explanation, for the existing punctuation mark ".", the punctuation mark ":" shall be substitute; and

(ii) after the explanation, so amended, the following proviso shall be added, namely:-


"Provided that in case of unbalanced bid relating to IT & e-Governance Project having cost of twenty crore rupees or more and approved by the State e-Governance Mission Team (SeMT), Department of Information Technology & Communication, Rajasthan as a High Tech Project, the Additional Performance Security shall not required to be taken."

[No. F.2(1)FD/G&T(SPFC)/2017]

By Order of the Governor,

Manish Mathur

Joint Secretary to the Government.

 सत्यमेव जयते	राजस्थान राजपत्र	RAJASTHAN GAZETTE
	विशेषांक	Extraordinary
	साधिकार प्रकाशित	Published by Authority
	आश्विन 30, शुक्रवार, शके 1943-अक्टूबर 22, 2021 <i>Asvina 30, Friday, Saka 1943- October 22, 2021</i>	

भाग 4 (ग)

उप-खण्ड (1)

राज्य सरकार तथा अन्य राज्य-आधिकारियों द्वारा जारी किये गये (सामान्य आदेशों, उप-विधियों आदि को सम्मिलित करते हुए) सामान्य कानूनी नियम।

FINANCE (G&T) DEPARTMENT

NOTIFICATION

Jaipur, October 22, 2021

G.S.R.364 .-In exercise of the powers conferred by section 55 of the Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012), the State Government hereby makes the following rules further to amend the Rajasthan Transparency in Public Procurement Rules, 2013, namely:-

1. Short title and commencement.- (1) These rules may be called the Rajasthan Transparency in Public Procurement (Fourth Amendment) Rules, 2021.

(2) They shall come into force from the date of their publication in the Official Gazette.

2. Insertion of new rule 75A.- After the existing rule 75 and before the existing rule 76 of the Rajasthan Transparency in Public Procurement Rules, 2013, the following new rule 75A shall be inserted, namely:-

"75A. Additional Performance Security.- (1) In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. 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 e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

Explanation : For the purpose of this rule,-

- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- (ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.

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(2) The Additional Performance Security shall be refunded to the contractor 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 contractor. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity."

[No. F.2(1)FD/G-&T(SPFC)/2017]
By Order of the Governor,

Vimal Kumar Gupta,
Joint Secretary to the Government.

राज्य केन्द्रीय मुद्रणालय, जयपुर।
