

RAJASTHAN SOLARPARK DEVELOPMENT COMPANY LIMITED

NIT No. TN-01/2016-17

REQUEST for PRPOSAL

**PROVIDING MANPOWER SERVICES FOR ATTENDING OF
INFRASTRUCTURAL ACTIVITIES
AND UPKEEPING OF OFFICE CUM REST HOUSE BUILDING AT BHADLA
SOLAR PARK, BHADLA.**

Director (Technical)

RAJASTHAN SOLARPARK DEVELOPMENT COMPANY LIMITED

Tender Specification No. RSDCL/SERVICES/TN-01/2016-17

BIDDING DOCUMENTS

FOR

**PROVIDING MANPOWER SERVICES FOR ATTENDING OF
INFRASTRUCTURAL ACTIVITIES
AND UPKEEPING OF OFFICE CUM REST HOUSE BUILDING AT BHADLA
SOLAR PARK, BHADLA.**

BID DOCUMENTS CONSIST OF THE FOLLOWING VOLUMES:

SECTION – I : INSTRUCTION TO BIDDERS

SECTION – II : CONDITION OF CONTRACT

SECTION-II A: GENERAL CONDITION OF CONTRACT

SECTION-II B: SPECIAL CONDITION OF CONTRACT

SECTION – III : BPF, SCHEDULES AND ANNEXURES

General Instruction for Filing of E-Bid

The complete bidding document has been published on the website <http://energy.rajasthan.gov.in/rrecl> & www.sppp.rajasthan.gov.in & <http://eproc.rajasthan.gov.in> for the purpose of downloading.

1. Bidders who wish to participate in this bidding process must register on <http://eproc.rajasthan.gov.in>.
2. 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.
3. Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for Technical and financial proposal. However, DD's / Banker's cheques for tender fee, EMD and processing fee Should be submitted physically at the office of RAJASTHAN SOLARPARK DEVELOPMENT COMPANY LIMITED, Jaipur and Scanned copy of same should also be uploaded along with the technical bid/ cover.
4. RAJASTHAN SOLARPARK DEVELOPMENT COMPANY LIMITED, JAIPUR (RSDCL) 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 Last hours 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 eProc website for further details about the e-tendering process.
6. No contractual obligation whatsoever shall arise from the bidding process unless and until a formal contract is signed and executed between the tendering authority and the successful Bidder.
7. Training for the bidder on the usage of e-Tendering system (e-Procurement) is also being arranged by RISL on regular basis. Bidder interested for interested for training may contact e-Procurement Cell RISL for booking the Training slot.
 - a) Contact No. 0141-4022688/Helpline Toll Free no. 1800-3070-2273 (Help desk 10 am to 6 pm on all working days)
 - b) E-mail: eproc@rajasthan.gov.in
 - c) Address: E-Procurement cell, RISL, Yojana Bhawan, Tilak Marg, C-Seheme,Jaipur.

SECTION – I

INSTRUCTIONS TO BIDDERS (ITB)

1.1 INTRODUCTION:

Rajasthan Solarpark Development Company Limited (RSDCL), a subsidiary company of RRECL having its registered address E-166, Yudhishthir Marg, C-Scheme, Jaipur-302001 (Rajasthan), has been established for development of infrastructure and management of Solar Parks.

Bhadla Solar Park Phase-I & II, situated at village Bhadla, Tehsil Bap, District Jodhpur (Rajasthan), are being developed by RSDCL. The main infrastructures being developed in the Bhadla Solar Park are Road & Road Lighting, Water supply system, EHV System for Power Evacuation and Furnished Office Building & Rest House etc.

In Bhadla Solar Park Phase-II, ten solar power projects of total 680 MW capacity are being developed by NTPC and other private developers for which the construction of approach roads, providing of road lights and water supply system is being arranged by RSDCL through various agencies. Road work is almost complete and other works are under progress. The Operation & Maintenance of the common infrastructure facilities in Phase-I & Phase-II of Bhadla Solar Park, shall also be arranged by RSDCL.

RSDCL intends to set up an office at Bhadla Solar Park site to handle the development work, to facilitate the developers in resolving day to day problems in respect of development activities and look after the arrangements for the maintenance of water supply system, road & road lighting, green belt and other facilities in Bhadla Solar Parks Phase-I and II. RSDCL requires the services of reputed, well established and financially sound Manpower Service Providers to provide/deploy the man power and to provide other services as detailed in this document for a period of one year purely on contractual basis.

The period of the contract may be further extended beyond the original term, provided the requirement of the RSDCL for such manpower persists at that time. The contract may be curtailed/ terminated before the contract period, owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the RSDCL's requirements etc. as may be specified in the contract to be signed between the parties. The RSDCL, however, reserves the right to terminate this initial contract at any time after giving one month's notice to the selected Service Provider.

The various dates relating to “Tender for Providing Manpower Services to the RSDCL” are cited as under:

S. No.	Events	Date & Time	Location
(i)	Date of downloading of tender specification	From 01-03-2017 (14:30 Hours) to 20-03-2017 (18:00 Hours)	http://eproc.rajasthan.gov.in
(ii)	Deposit of Cost of Tender Specification, Processing Fee, Bid Security in physical form (Envelope – 1)	Up to 20-03-2017 (15.00 Hours)	Office of The Managing Director, RSDCL, E-166, Yudhisthir Marg, C-Scheme, Jaipur.
(iii)	Last date & time of submission of electronic bid	20-03-2017 (18:00 Hours)	http://eproc.rajasthan.gov.in
(iv)	Opening of Technical Bid (Cover I & Cover II)	21-03-2017 (14:30 Hours)	http://eproc.rajasthan.gov.in
(v)	Opening of Price Bid (Cover III)	To be intimated separately to the technically qualified bidders	http://eproc.rajasthan.gov.in

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

The tenderer, in his own interest, is requested to read the instructions and other terms and conditions as incorporated in this tender document very carefully before filling the tender form. If he has any doubts as to the meaning of the specification or any portion thereof, he shall before submitting the tender, at once furnish them to the Director (Technical), Rajasthan Solarpark Development Company Ltd., Jaipur in writing at least 15 (Fifteen) days before the specified date of submission/opening of tender in order that such doubts may be removed.

Submission of the tender shall be deemed to be the conclusive proof of the fact that the tenderer has acquainted him-self and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/commented by him in the prescribed schedule of deviation to be submitted with his tender.

1.2 SUBMISSION OF TENDERS:

- 1.2.1 Tenders shall be submitted online in e-format at Government of Rajasthan e-procurement portal (<http://eproc.rajasthan.gov.in>).
- 1.2.2 No addition/alternation should be made in the form of the tender specification and schedules. The tenderer must comply entirely with the specification. Conditional tender will be rejected.

- 1.2.3 The tender and all accompanying documents shall be in English Language and shall be digitally signed by authorized person. The name, designation and authority of the signatory shall be stated in the tender.
- 1.2.4 RSDCL will not be responsible to accept any cost involved in the preparation or submission of tenders.
- 1.2.5 The bidder will have to deposit the following in Envelope at RSDCL's office located at E-166, Yudhisthir Marg, C-Scheme, Jaipur-302001 **latest by 20-03-2017 (15:00 hours)**
- (i) The DD/Bankers Cheque of prescribed cost of tender Rs.200/- in favour of **The Managing Director,RSDCL, payable at Jaipur,**
 - (ii) The prescribed Processing Fee of Rs. 1000/- of RISL by way of DD/Banker's Cheque in favour of **Managing Director, RajCOMP Info Services Ltd. (RISL), payable at Jaipur**
 - (iii) **EMD Rs. 36000/- by way of DD/Bankers Cheque in favour of The Managing Director, RSDCL, payable at Jaipur.**

The tender cost, Earnest Money (in form of DD/BC) and e-tender processing fee of RISL, in Envelope (as detailed under point no.1.2.5) should be deposited at RSDCL Head Office **on or before 20-03-2017 (15:00 Hrs). This is essential otherwise the bid in electronic form (Cover-I Cover- II and Cover –III) will not be opened of that bidder.**

- 1.2.6 All tenders and accompanying document/ schedules should be addressed to the **Director (Technical), Rajasthan Solarpark Development Company Ltd., Jaipur– 302001 (Raj).**
- 1.2.7 Telegraphic tender/quotation or tender given in the form other than prescribed form will not be considered.
- 1.2.8 Tenders shall be submitted online on the Government of Rajasthan e-procurement portal (<http://eproc.rajasthan.gov.in>) **ONLY** in following three covers:
- (1) Cover-1:- Upload the scanned copy of DDs/Pay Orders towards Cost of tender document, processing fee of RISL and EMD (in pdf format) as detailed in point No. 1.2.5.
 - (2) Cover- 2: - All Non-financial information in the Formats as per tender.
 - (3) Cover-3: - Price bid as per Format attached.

NOTE: The financial bid is to be submitted online only as per prescribed format. This format is to be downloaded from <http://eproc.rajasthan.gov.in>, filled & uploaded back to <http://eproc.rajasthan.gov.in>. Financial Bids submitted/uploaded on <http://eproc.rajasthan.gov.in> in any other format (such as .xls) may be rejected. Submission of price in cover-II will be considered disqualification and such bids will be finally rejected in technical evaluation and cover-iii of such bids will not be opened.

- 1.2.9 Tenderers are advised to submit/upload their tenders/bids on prescribed web well in time to avoid last minute web uploading issues. In no case time extension on such pretext shall be entertained by RSDCL.

1.3 EARNEST MONEY DEPOSIT:

- 1.3.1 The bidder shall have to deposit EMD as per clause 1.2.5 of this Section.
- 1.3.2 Any tender not accompanied by a valid Earnest Money Deposit shall be rejected and the tender will not be opened.
- 1.3.3 In case of unsuccessful tenderer (s), the EMD release letter shall be issued by RSDCL within the month of finalization of tender and issue of work order to the successful bidder. The unsuccessful tenderer shall get the refund of earnest money deposit through request letter to RSDCL for release of EMD.
In case of successful tenderers, the Earnest Money will be refunded on submission of contractual formalities by the Manpower & Service Provider and issue of their acceptance by RSDCL.
- 1.3.4 Request for adjustments/proposals for acceptance of Earnest Money deposit (if any) already lying with the RSDCL in connection with some other tenders/orders shall not be entertained.
- 1.3.5 No interest shall be payable on such Deposits.
- 1.3.6 The RSDCL Authority reserves the right to forfeit Earnest Money Deposit in circumstances which, according to him, indicate that the tenderer is not earnest in accepting/executing any order placed under the specification.

1.4 OPENING OF TENDERS:

- 1.4.1 All the bids uploaded up to specified date and time shall be opened online, on date and time at the specified place in the presence of bidders or their authorized representatives who may choose to be present. Alternatively, the bidders may also view the bid opening status/ process online at eProc website.
- 1.4.2 All the documents comprising of technical bid/ cover shall be opened ONLINE on the eProc website (only for the bidder's who have submitted the prescribed fee(s) physically to RSDCL as per clause 1.2.5 of ITB).
- 1.4.3 The bidders should provide complete information at the time of submission of bid. If the bidders are asked to furnish some more clarification/confirmation/document, if sought subsequent to opening of bid, they shall be required to furnish the same within specified time, failing which the case shall be finalized /decided on the basis of available information/documents. The responsibility in furnishing of desired information/documents shall be solely that of the bidder. However, if there are any shortcomings in the submission of the information which do not materially affect the qualification criteria, then the Bid Evaluation Committee shall have the power to consider the facts on the merit of the case and decide the bid evaluation accordingly.

1.4.4 The price bid of only technically qualified bidders shall be opened on line on subsequent date. The time & date of opening of price bid shall be conveyed to the qualified bidders.

1.5 FORMAT AND SIGNING OF BID:

- a. The bid forms/templates/annexures etc., wherever applicable in technical Bid shall be typed or written in indelible ink and shall be signed (all the pages) by a person duly authorized to sign, in token of acceptance of all the terms and conditions of the bidding document. This authorization shall consist of a written letter of Authorization.
- b. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the authorized person signing the bid.
- c. The bid, duly signed (digitally) by Authorized signatory, should be uploaded on the eproc portal in respective file/ format.

1.6 VALIDITY OF OFFERS:

The validity period of the bid will be 120 days from the date of opening of tender (Technical part), which may be extended by the bidders on the same terms & conditions of the tender for such period as may be requested by RSDCL.

1.7 ELIGIBLE BIDDERS (Pre qualification Criteria):

1.7.1 Status and Experience:

Online Bid in conformity with the Notice for Inviting Bid (NIB) are invited by the RSDCL from competent and qualified Bidders (Company/ Limited Liability Partnership Firm/ Partnership Firm/ Proprietorship Firm) for providing the required manpower & other services at Bhadla Solar Park, Bhadla. The agencies should have relevant valid Registration Certificate, including registration with the Regional Labour Commissioner, EPF Registration, Service Tax Registration, PAN Card and should have experience of at least 3 years during last 5 years towards **manpower supply** for services in office or rest house of Govt. department/ PSU/Private Companies/Public Sector Companies/ Banks etc. and other pre qualifications as described in POINT NO. 1.7.3

Finacial:

Total Turnover of last 3 three financial years not less than Rs. 1,00,00,000/- (Rupees One Crore only).

1.7.2 Documents required:

In case of a company, Registration Certificate issued by Registrar of Companies along with Memorandum of Association (MOA) and Article of Association (AOA) should be submitted.

In case of a society, cooperative society, Registration Certificate issued under Societies Registration Act, Cooperative Societies Act along with copy of bye laws is to be submitted.

In case of a partnership firm, Registration Certificate issued by Registrar of Firms along with power of attorney in favour of one partner duly signed by all the partners of the firm is to be furnished.

Any other equivalent document in case of any other registered entity.

As registered under Regional Labour Commissioner, including under the Contract Labour Act (Regulation and Abolition Act). and EPF department.

VAT Registration Certificate, Service Tax Registration Certificate in the name of the Bidder.

Copy of PAN Card.

1.7.3 The other Supporting Documents as pre-qualification requirements for the eligibility of the bidder confirming to point no.1.7.1

S. No.	Bidder Qualification Requirement/ Condition	Documents to be submitted by Bidder in Support
1	Should have served for minimum of 5 No. of clients as Man Power Service Provider out of which atleast one No. of clients should be of Govt/PSUs.	Certified documents in support of past contracts.
2	They should have experience of at least 3 years during last 5 years towards manpower supply for services in office or rest house of Govt. department/ PSU/Private Companies/Public Sector Companies/ Banks etc.	Certified documents in support of past contracts with Govt. /PSU/Other reputed companies for providing Man Power & other Services completely and satisfactorily confirming year and area of activity.
3	The agency or any of its partners/directors etc. should not have been black listed/debarred by any of the Govt. agency or department or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations.	Self-Declaration.
4	For financial status of bidder.	A CA certificate showing Bidder's Turnover of last 3 three financial years. Total Turnover of last 3 financial years is required not to be less than Rupees One Crore.

1.8 PRICES/ CHARGES:

- 1.8.1 Tenderer shall quote their prices/charges (in Indian Rupees) in the price schedule **ONLINE** only. These prices/charges shall be 'FIRM' for the complete contractual duration.
- 1.8.2 The prices/charges quoted should be inclusive of all the expenditures towards consumables, transport etc. to fulfill the complete obligation as per scope of specification. RSDCL will not entertain any extra cost implication for the defined scope of work.
- 1.8.3 No representation from successful tenderer for enhancement of rates or deviation in terms & conditions once accepted within the validity period of his offer will be considered.

1.9 TAXES/ DUTIES & OTHER LEVIES:

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

The Service Tax as per prevailing rate will be paid extra by the RSDCL. Any statutory variation during the contractual period shall be on the account of RSDCL.

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

1.10 CONTRACTUAL PERIOD FOR SERVICES:

- 1.10.1 Contractual Period for supply of Manpower including other Services as mentioned in the tender document shall be of **Twelve Months**. RSDCL have right to extend the contractual period by **further twelve Months** (i.e. after the initial contractual period of 12 months) **on mutually agreeable basis up to next two years in the break-up of one year.**

At the time of extension, an annual escalation @5% in the quoted rates will be given. The % service charges will remain same as under the original contract.

- 1.10.2 The commencement of contractual period shall be from the date specified in letter of award of work by RSDCL after completion of all contractual formalities.

1.11 AMENDMENT/ CORRIGENDUM IN SPECIFICATIONS:

The Director (Technical), RSDCL, Jaipur may revise or amend the specifications and timings for bid opening prior to the date notified for submission/ opening of the

tenders/ published on the company/ tender website. Such revision or amendment or corrigendum, if any, will be published/ uploaded on e-procurement website (<http://eproc.rajasthan.gov.in>) as amendment or addenda or corrigendum to this invitation of the tender.

1.12 GENERAL:

- 1.12.1 Tender Document Cost and Tender Processing fees are essential for submission of each tender. These are non-refundable and not transferrable.
- 1.12.2 The tenderer shall treat the details of the specification and other tender documents as private and confidential and these shall not be reproduced without the written authorization of the purchaser.
- 1.12.3 The Procurement entity does not bind himself to accept the lowest or any tender or any part of the tender and shall not assign any reason(s) for the rejection of any tender or a part thereof.
- 1.12.4 The tender not containing the documents as required for pre-qualification criteria in support of qualifying requirement, confirmation on essential commercial terms & conditions are liable to be rejected.

1.13 CONTRACT AGREEMENT: The successful tenderer shall have to execute the contract agreement for the proper fulfillment of the contract within given period specified in the letter of award of work. He shall furnish agreement on non-judicial stamp paper at his cost to the procurement entity as per Govt. norms as per format in ANNEXURE – I.

1.14 DISQUALIFICATION:

- 1.14.1 Even though the bidders may meet the above qualifying criteria, they are subject to be disqualified if they have:
 - i) Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements, and/or
 - ii) A record of poor performance such as incompleteness/inordinate delays in completing the earlier contract(s) awarded by RSDCL, litigation history, etc.
- 1.14.2 Submission of multiple bids in any form are liable to be rejected.
- 1.14.3 In case, it is found after price bid evaluation that charges quoted by a bidder are not in conformity to comply with the Minimum Wages requirements of GOR and meeting of statutory and other specified contractual obligation, RSDCL reserve the right to reject/ ignore such bid (s).

SECTION – II A

GENERAL CONDITIONS OF CONTRACT (GCC)

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

1.0 DEFINITION OF TERMS:

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

- a) The "**RSDCL**" shall mean the Rajasthan Solarpark Development Company Ltd. represented by Managing Director and shall include their legal personal, representative, successors and assignees.
- b) The "**TENDERER**" shall mean and include any firm or any Company or Body incorporate or Authorized person who has submitted the Tender in response to "Invitation of Tender".
- c) The "**CONTRACTOR/ SERVICE PROVIDER**" shall mean the Tenderer whose tender has been accepted by the RSDCL and shall include the Tenderer's heirs, legal representative, successors and assignees approved by the RSDCL.
- d) The "**PROCUREMENT ENTITY**" shall mean the Director (Technical), Rajasthan Solarpark Development Company Ltd. or officer for the time being or from time to time duly authorized and appointed in writing by the MD, RSDCL to act as Authority for the purpose of the contract.
- e) The "CONTRACT" shall mean and include the following:
 1. Invitation of Tender.
 2. Instructions to Bidders.
 3. Tender Form including schedule of prices.
 4. Earnest money Deposit/Security Deposit.
 5. Letter of award and its acknowledgement.
 6. General Conditions of Contract (GCC)
 8. Special Conditions of Contract (SCC)/Special instructions (if any)
 9. The Agreement to be entered into under Clause 2 of these General Conditions.

- f) The "**SITE**" shall mean the Bhadla Solar Park or place or places named in the Contract and include, where applicable, the lands and buildings upon or in which the works/ services are to be executed.
- g) The "**PLACE OF WORK**" shall mean the Bhadla Solar Park at which the Contractor is responsible for carry out work & to provide manpower.
- h) The "**LETTER OF AWARD**" shall mean the RSDCL's letter conveying his acceptance of the tender subject to such reservations as may have been stated therein.
- i) The "**CONTRACT PRICE**" shall mean the sum calculated in accordance with the provisions of the Contract/work order or any amendments thereto.
- j) The "**OFFICER IN CHARGE**" shall mean Project Manager, RRECL, Jodhpur or any other officer/official of the RSDCL authorized for performing the duties of the Officer in Charge.

2.0 CONTRACT:

The successful tenderer shall have to execute the contract agreement for the proper fulfillment of the contract within given period specified in the letter of award of work. He shall furnish agreement on non-judicial stamp paper at his cost to the procurement entity as per Govt. norms as per prescribed format.

3.0 WORKMANSHIP AND CONTRACTORS RESPONSIBILITY:

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

4.0 SECURITY DEPOSIT:

- 4.1 In order to secure/assure the fulfillment of the contract, the successful tenderer, upon issue of work order, shall furnish with contract agreement within period as mentioned in Letter of Award of work, an amount equivalent to 10% (Ten percent) of the contract value as SECURITY DEPOSIT by crossed Bank Draft/ Bankers Cheque.
- 4.2 Unless otherwise specifically required to be retained/forfeited by the RSDCL, the Security deposit shall be refunded on request of the Contractor after three months from completion of contractual period and service given to the satisfaction of the RSDCL.

4.3 If the Contractor fails or neglects to observe or perform any of his obligation under the contract, it will be lawful for the RSDCL to forfeit either in whole or in part at his absolute discretion, the Security deposit furnished by the Contractor.

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

5.0 TAXES, DUTIES AND OTHER LEVIES:

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

The Service Tax as per prevailing rate will be paid extra by the RSDCL. Any statutory variation during the contractual period shall be on the account of RSDCL.

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

6.0 CONTRACTUAL PERIOD:

6.1 Contractual Period for supply of Manpower including other Services as mentioned in the tender document shall be of **Twelve Months**. RSDCL have right to extend the contractual period by **further twelve Months** (i.e. after the initial contractual period of 12 months) **on mutually agreeable basis up to next two years in the break-up of one year.**

At the time of extension, an annual escalation @5% in the quoted rates will be given. The % service charges will remain same as under the original contract.

6.2 The commencement of contractual period shall be from the date specified in letter of award of work by RSDCL after completion of all contractual formalities.

7.0 SERVICE PERFORMANCE AND PENALTY:

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

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

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

7.3 **Service Performance:** The contractor shall provide sincere, obedient, competent and efficient persons for performing the assigned work. If any person needs replacement due to unsatisfactory performance or any other valid reason whatsoever, the same shall have to be replaced by the contractor positively within three days. A penalty amounting to Rs. 250/- per service point per day will be imposed after three days.

8.0 TERMS OF PAYMENT:

8.1 Any payment under this contract shall only be made after submission of all contractual formalities such as Contract Agreement, Security Deposit etc. by the Service Provider and the acceptance of the same by RSDCL.

8.2 Payment for the Manpower and services will be made on Monthly basis based upon acceptable deliverables as per actual deployment of manpower after receipt of bill in triplicate duly verified by the **OFFICER IN CHARGE**. Contractor shall prepare the Monthly Bill of previous Month in triplicate & will submit to the **officer in charge**. The **officer in charge** shall verify/certify the Bill as per terms and conditions (Penalty due to any default, if any, shall be recoverable from the Bill(s)) & shall forward the same to the Director (Fin.) RSDCL, Jaipur for release of payment to the contractor after ensuring the contractual formalities as per work order.

9.0 MODE OF PAYMENT:

9.1 It is also mandatory on the part of Contractor to furnish the following documents to the **officer in charge**, who will verify the same and pass the monthly bills on that basis:

- a. List of employees (giving name and qualification) engaged by the Contractor with monthly charges paid to them.

- b. A copy of insurance policy covering all liabilities under the Workman's Compensation Act shall be submitted along-with the first bill.
- c. Documentary evidence of remittance to employee.
- d. Documentary evidence of remittance of employees' and self EPF contribution to EPF Authority on monthly basis.

Further, Bills for subsequent months shall be admitted and paid after compliance of above as per scheduled below:

- (1) Bill should be submitted by the contractor to the officer in charge, RSDCL within first three working days of subsequent month.
- (2) Verified bill should be sent to Director (Fin.), RSDCL, Jaipur from officer in charge, RSDCL within next two working days after receipt from the contractor.
- (3) Bill shall be passed and payment shall be made by the Director (Fin.), RSDCL, Jaipur in account of contractor within next four working days after receipt from officer in charge. Tax if any shall be deducted at source as per the relevant Act.

9.2 Payment shall be made by the RSDCL directly to the Contractor as per the payment schedule.

9.3 The payment shall be made by the Director (Fin.), RSDCL, Jaipur after the approval from the competent authority as per prevailing payment policy after receipt of the complete document and completion of all contractual formalities as per requirement of the work order.

9.4 No interest on delayed payment shall be payable and such delay will not entitle contractor for any compensation.

9.5 The service provider shall engage the necessary service points as required by the RSDCL from time to time. The said service points engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their salary and other dues every month irrespective of the payments by RSDCL. On the expiry of the agreement, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same

10.0 INSPECTION/ SUPERVISION BY RSDCL'S REPRESENTATIVE:

The officer in charge, RSDCL and his duly authorized representatives, shall have at all reasonable times access to the works and shall have the power at all reasonable times, to inspect and examine the performance and workmanship of the work during execution.

11.0 If the Contractor fails to provide staff and services as per requirement & provisions of the contract, the Authority of RSDCL may give SEVEN days notice in writing to improve the situation & performance and Explanations. If the contractor fail to comply with the notice within a given time, in such case from the date of service thereof in the case of a failure and neglect then, the RSDCL shall be at liberty to employ other workmen and forthwith perform such work as the Contractor may have neglected to or if the RSDCL shall think fit, it shall be lawful for them to take the work wholly, or in part, out of contractor's hands and re-contract at a reasonable price with any other persons for the purpose of completing the work or any part thereof and in that event the RSDCL shall without being responsible to the Contractor shall be entitled to retain the balance which may be otherwise due on the contract by him to the Contractor or such part thereof as may be necessary, to the payment of the cost of executing such work as aforesaid.

In case work is not performed by the Contractor to the satisfaction of officer in charge, RSDCL, contract may be terminated & may take action as per work order.

12. LABOUR LAWS:

14.1 LABOUR LICENSE:

The contractor shall maintain a valid labour license under the Contract Labour (Regulation & Abolition Act) for employing necessary manpower required by him. In the absence of such license, the contract shall be liable to be terminated without assigning any reasons thereof.

14.2 EMPLOYEES PROVIDENT FUNDS:

The contractor shall have to submit a certificate every month that he has an establishment covered under the Employees Provident Fund and Miscellaneous Provisions Act, 1952 and is having a separate code number with the Provident Fund Commissioner and also that the Provident Fund contribution in respect of all the employees employed by him along with employer's share of contribution etc. is being deposited with the Provident Fund authorities.

15.0 TERMINATION

15.1.1 The RSDCL may at any time terminate the Contract for any reason by giving the Contractor a notice of termination

- a) In the event when both parties mutually agree to terminate the Contract, on account of force majeure or any other mutually agreed reason, termination shall take effect from the date and time to be agreed upon mutually.
- b) In the event of non satisfactory work performed by the contractor under this contract, the RSDCL may terminate the contract after serving 30 days advance notice in writing.

- 15.1.2 Upon receipt of the notice of termination, the Contractor shall either immediately or upon the date specified in the notice of termination
- (a) cease all further services/ work, except for such service/ work as the RSDCL may specify in the notice of termination for the sole purpose of protecting that part of the Services/ Works already executed or any Service/ work required to leave the Site in a clean and safe condition
 - (b) remove all Contractor's Equipment from the Site, repatriate the Contractor's personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind and leave the whole of the Site in a clean and safe condition
 - (c) In addition, the Contractor, subject to the payment specified in GCC, shall
 - (i) deliver to the RSDCL the parts of the Services/ Works executed by the Contractor up to the date of termination
 - (ii) to the extent legally possible, assign to the RSDCL all right, title and benefit of the Contractor to the Services/ Works as of the date of termination, and, as may be required by the RSDCL.
 - (iii) deliver to the RSDCL all non-proprietary drawings, specifications and other documents prepared by the Contractor as at the date of termination in connection with the Services/Works.

16.0 ASSIGNMENT

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

17.0 SUSPENSION OF SERVICES/ WORK

The RSDCL reserves the right to suspend and reinstate execution of the whole or any part of the Services/ works without invalidating the provisions of contract. Orders for suspension or reinstatement of the Services/ works will be issued by the Director (Technical), RSDCL, Jaipur to the contractor in writing. The time for completion of the works will be extended for a period equal to duration of the suspension.

18.0 INSURANCE

- 18.1. The contractor shall, at all times during the tenure of this contract at his own expense shall arrange insurance of the employees engaged by him from any of IRDA approved General Insurance Companies against, all liabilities under the workman's compensation act in case of death or bodily injury, payable to any worker and damage to property of the third persons.

18.2. During the continuance of this contract, the contractor shall pay all premium and sums of money necessary for keeping this policy on foot and deliver to the RSDCL the receipt of such payment within seven days after the same shall have become due.

19.0 CHANGE OF NAME OF THE TENDERER/SERVICE PROVIDER:

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

19.2 Any change/alteration of name/Constitution/Organization of the Service Provider/ Contractor shall be duly notified to the RSDCL and the RSDCL reserves the right to determine the Contract, in case of any such Notification. In the event of such determination, the RSDCL may get the work executed from elsewhere at the risk and cost of the Contractor.

20.0 DEDUCTION FROM CONTRACT PRICES:

The amount of all costs, damages or expenses or other sums which under a particular Contract shall be payable by the Contractor to the RSDCL shall be deducted by the RSDCL from the amount due or becoming due by him to the Contractor under the state or any other Contract without prejudice to the RSDCL's right to recover the same by ordinary process of law.

22.0 CONTRACT DOCUMENTS:

22.1 The Contractor shall have to execute the contract agreement on non judicial stamp paper worth as per stamp duty applicable in Govt. of Rajasthan along with copy of work order, copy of "General Conditions of Contract", "Special Conditions of Contract". It is advised that each and every page of relevant documents is to be signed with stamp by authorized person.

22.2 It may however be ensured that the one copy of the work order and other Documents as above, are signed by an authorized person holding valid power of attorney. The power of attorney on non judicial stamp paper as per stamp duty applicable in Govt. of Rajasthan should be attested by the notary public. For this, a copy of the power of attorney in favour of the person signing these documents, duly notarized in original be also submitted along with the above documents.

22.3 The successful bidder will also submit an indemnity bond towards the safe custody of premises including various equipments, material, building etc. The proforma of indemnity bond would be furnished by RSDCL to successful bidder.

22.4 The acceptance of above documents in order shall be notified by the Director (Technical), RSDCL, Jaipur in due course of time. No any payment shall be released without acceptance of the contract agreement.

22.5 The Earnest money amount of successful bidder deposited along with tender shall be released after confirmation of completion of contractual formalities. No interest will be payable on the Earnest Money deposit.

23.0 FURTHER CORRESPONDENCE:

All correspondence pertaining to the work order in respect of any clarification required on the terms and conditions etc. should be addressed to the **Director (Technical), RSDCL, E-166, Yudhishthir Marg, C-Scheme, Jaipur-302001.**

24.0 DISPUTES:

If any dispute arises between the supplier/ selected bidder and RSDCL shall be settled within jurisdiction of Jaipur procedurally during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the MD, RSDCL. The supplier/ selected bidder will also be given an opportunity of being heard. The MD, RSDCL will take a decision on the representation and RSDCL will convey it in writing to the supplier/ selected bidder(s) which would be final and binding to all.

25.0 LIABILITY FOR DAMAGES

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

28. ACCEPTANCE OF THE ORDER:

The acceptance of the work order shall be conveyed to the Director (Technical), RSDCL, Jaipur within time specified in letter of award failing which it will be presumed that all the terms and conditions incorporated in the work order are acceptable to the Contractor.

SECTION – II B

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract (GCC), Scope of Work, Schedule of Rates and any other document forming part of this contract wherever the context so requires.
2. Where any portion of the SCC is repugnant to or at variance with any provision of the GCC, then, unless a different intention is meant, the provisions of the SCC be deemed to override the provisions of the GCC only to the extent such repugnancies or variations of the SCC as are not possible of being reconciled with the provisions of the GCC.
3. In case of contradictions, the decision of the competent procurement entity will be final and binding on the Service Provider/ Contractor.
4. **Service Provider's Obligations:**

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

- 1) Service Provider shall carry out the works assigned under the contract strictly under the directions of RSDCL.
- 2) Every employee of Service Provider shall have to be enrolled for the membership of Employees, Provident Fund in accordance of the provisions of "Employee provident fund" and Misc. provision Act. 1952 with all the amendments as may be enacted by the Provident Fund Commissioner from time to time.
- 3) The Service provider shall be responsible for deduction towards E.P.F. contribution from workers and remittance to E.P.F. authorities together with an equal amount contributed by him and its deposition with the concerned authority along with his share. **The rates quoted by the bidder shall include E.P.F. contribution of EMPLOYER. RSDCL shall not pay towards PF contribution.**
- 4) The Service Provider shall be responsible for payment of wages to each worker employed by him as contract personal/labour, in accordance with the provisions of the law. Monthly remuneration to each worker employed by him shall be same as quoted rates under this contract.
- 5) The service provider shall in no case pay its manpower less than the minimum mandatory rates per day in accordance with the Minimum wages fixed by Government and a record of that should be kept in a register, which may be made available for examination to RSDCL as and when demanded.

- 6) The service provider's manpower shall not claim any benefit/compensation/ absorption/ regularization of services from/in this office under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
- 7) The Service provider shall, at all times during the tenure of this contract at his own expense shall arrange insurance of the employees engage with any of the IRDA approved General Insurance Companies against, all liabilities under the workman's compensation act in case of death or bodily injury payable to any worker and damage to property of the third persons.
- 8) During the continuance of this contract, the Service provider shall pay all premium and sums of money necessary for keeping this policy on foot and deliver to the Company the receipt of such payment within seven days after the same shall have become due.
- 9) At the time of taking over of RSDCL Building by the Service Provider, a list of each and every equipment, spares & fixtures etc. will be prepared jointly by the Service provider and an officer nominated by RSDCL and same shall be signed by both the parties.
- 10) On the breach of any terms and condition of this contract or failure in implementing the statutory rules and regulations by the contractor, the RSDCL shall be entitled to forfeit the security deposit or the balance thereof that may at the time be remaining and to realize and retain the same as damages and compensation for the said breach but without prejudice to the right of the RSDCL to recover any further sum as damages from any sums due or which may become due to the Service provider by RSDCL or otherwise howsoever.
- 11) The RSDCL reserves the right to award this work to alternate agency in case of failure to provide manpower & other services as per work order at the risk and cost of the Service provider and in such cases, the expenditure shall be recovered from the Service provider.
- 12) The MD, RSDCL will be final authority for deciding disputes, if any, arising out of the contract between the RSDCL and the Service provider.
- 13) The consumable material such as phenol, Naphthalene Balls, Broom, Dusters etc. for cleaning of Rooms, Building etc. shall be in the scope of Service Provider and shall be provided by him as per requirement. For this, no separate payment will be made to service provider.
- 14) The Service Provider shall maintain following dedicated manpower, having minimum qualification indicated against each on regular basis and provide other services as per work order:

DETAILS OF REQUIREMENT OF MANPOWER SERVICES, QUANTITY OF STAFF, MINIMUM QUALIFICATION/ ELIGIBILITY AND SCOPE OF WORK/ SERVICES

S. No	Particulars	No. off	Eligibility	Scope of work/ services
1.	Technical Manager (AEN)	1	Graduate Degree in Electrical Engg. having min. 3 years' experience of O&M of electrical distribution/ transmission system. Or a retired Electrical Engineer (not below the rank of Assistant Engineer) from Central/state govt./ Board/Corporation /Company, etc. having experience of O&M of electrical distribution/ transmission system.	Look after of the development, maintenance & other related activities of Bhadla Solar Park and undertake routine office work. He will also work as liaisoner for solar projects/ investors, RSDCL, PHED, RSRDCL, RVPN, JdVVNL, forest deptt. and other concerned agencies to sort out day to day complaints/ problems and also perform any other assigned work. He will be incharge of the site office, Rest House and Bhadla Solar Park.
2.	Deputy Manager (Electrical) (JEN)	1	Graduate Degree/ Diploma in Electrical Engg. Or a retired Electrical Engineer (not below the rank of Junior Engineer) from Central/state govt./ Board/Corporation /Company, etc.	He will assist the Technical Manager and perform all the works mentioned against above S. No. 1 under his guidance.
3.	Deputy Manager (Civil) (JEN)	1	Graduate Degree/ Diploma in Civil Engg. Or a retired Civil Engineer (not below the rank of Junior Engineer) from Central/state govt./ Board/Corporation /Company, etc.	He will assist the Technical Manager and perform all the works mentioned against above S. No. 1 under his guidance.
4.	Clerk/ Computer Operator	2	Graduate Degree in any subject and having proficiency in working on computer.	Preparation of letters, other official documents and information. Maintenance of office records, files, letters, registers and information & other routine office work. Any other work entrusted by controlling officer.
5.	Multi Task Worker	2	12 th passed.	Attending office staff, office cleaning, Receipt/Dispatch & other assigned office work. Operate all office gadgets as directed. Any other work entrusted by controlling officer.
6.	Cook	1	One year experience of working as Cook in Rest House of any Central/state govt./ Board/Corporation /Company, etc.	Providing water, tea, Breakfast, lunch, Dinner and any other room services to persons staying at Rest House. Cleaning of all kitchen utensils etc. properly & regularly .Work related to upkeeping of Rest House Building & keep area neat & clean.
7.	Attendant cum Watchman	4	8 th passed.	Watch & ward of the Office, Rest House and the material within the campus including Attendant services whenever asked by officer/ official/ visitor for upkeeping of office & rest house buildings.

Note:

1. The quantity of person/services may be increased or decreased by the procurer during currency of the contract as per the quoted rate.
 2. The service provider will provide the services at service points created temporarily for a shorter period also, in case of any exigencies as per the requirement of this office.
 3. The duties of 'Attendant cum Watchman' shall be in the shifts round the clock including holidays.
 4. The service provider shall provide uninterrupted services to RSDCL.
 5. Apart from above required staff, the Bidder shall arrange support staff viz. Sweeper etc. with no extra cost to RSDCL.
- 15)The successful bidder will have to submit bio data and photo copy of testimonials duly attested by the bidder at the time of deployment to RSDCL. RSLDC reserves all rights to accept/reject the deployment.
- 16)The authorized person of Service Provider shall maintain necessary co-ordination and communication with the offices of RSDCL for reporting/ carrying out day to day activities. The service provider shall be contactable at all times and messages sent by phone/email/fax/etc. from RSDCL shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the RSDCL in fulfillment of the contract from time to time
- 17)The manpower provided for service points by the Agency should not have any adverse Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the deliverables whom they are recommending. Before deployment, the character and antecedents of persons will be verified by the Service Provider through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph. The service provider will also ensure that the persons provided are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such persons who are not found suitable by this office for any reasons immediately on receipt of such a request. The Service Provider shall provide Identification Cards to all his manpower which shall be certified by the RSDCL's officer In-charge.
- 18)The designated/agreed manpower shall not leave the service point without a substitute deputed by Service Provider. The Service Provider shall be responsible to ensure that proper arrangements of manpower and services are

made. The Service Provider shall maintain the complete attendance record of his manpower and RSDCL shall have right to check the attendance and workers physical availability.

- 19) The transportation, food, medical and other statutory requirements in respect of each person of the service provider shall be the responsibility of the service provider
- 20) The Service Provider shall be fully responsible for behavior and conduct of his staff. RSDCL shall have right to report any misbehavior and misconduct of deployed manpower, the Service Provider shall promptly replace the same.
- 21) If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this office for the same. The agency shall keep this office fully indemnified against the damage by any staff engaged by the Agency. For any accident or casualty occurred during the course of working to any staff provided by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with the Agency and this office will in no way be responsible for it or any other clause mentioned above
- 22) The RSDCL office Working hours would be normally from 9.30 a.m. to 6.00 p.m. during working days. However, the concerned person may have to work beyond office hours, if there is any urgency. The manpower provided shall be punctual and shall abide by the directions of the Department in this regard.
- 23) The contractor will ensure proper day to day cleaning of Office and Rest House and its premises, open space, Parking space along with the compound wall, verandas and roof of building, staircase, Hall, sanctification toilets & wash basin as well as cleaning of chambers & manholes as and when required. He will also provide regular cleaning of bed sheets once a week, blankets once in a year's, pelmets, doormats, sofa covers once in three months, etc. at his own cost & other activities like providing cooking services, tea, breakfast, lunch and Dinner etc between period from 06.00 hrs to 22.00 hrs or whenever asked by the visitors at Rest House. Attendant service is required for all the time for providing room services for visitors in addition to above watchman duty is required in Office and Rest House for watch & ward of the materials. Mosquito's machine & refill (liquid) & room freshener's charges & Dry cleaning charges are to be borne by the contractor at his own cost. The Bed sheet, Towels etc. should be changed regularly after cleaning to every new visitor.

5. RSDCL's Obligations: The RSDCL shall have following obligations under the contract:

- 1) RSDCL shall provide all available information relevant for the work assigned under the contract.
- 2) RSDCL officer-in-charge shall maintain the co-ordination and communication with Service Provider for day to day and other planned activities, progress review and to sort out the bottlenecks, if any.
- 3) Office or Rest House building will not be allowed to contractor's staff for accommodation purpose, If found so, 2.5% of a total monthly charge may be recovered for each such default.

Section- III

- I. Bid Proposal Form**
- II. Annexure-I: Contract Agreement Form**
- III. Schedules:**
 - Schedule-A Schedule of Prices**

BID PROPOSAL FORM

Bid Proposal Ref. No.:

Date:

To
The Director (Technical),
Rajasthan Solarpark Development Company Ltd.,
E-166, Yudhisthir Marg, C-Scheme, Jaipur-302001

Sub: Proposal for against Specification No. RSDCL/SERVICES/TN-01/2016-17.

Dear Sir,

1.0 Having examined the Bidding Documents, including Amendment Nos. (*Insert Numbers*) dated the receipt of which is hereby acknowledged, we the undersigned, offer **SERVICES OF PROVIDING MANPOWER FOR ATTENDING OF INFRASTRUCTURAL ACTIVITIES AND UPKEEPING OF OFFICE CUM REST HOUSE BUILDING AT BHADLA SOLAR PARK, BHADLA** under the above-named package in full conformity with the said Bidding Documents for the amount indicated and enclosed in the Price Bid (Part-2) separately, in accordance with the terms and conditions of the Bidding Documents and are made part of this bid.

2.0 Attachments to the Bid Form

In line with the requirement of the Bidding Documents, we enclose herewith the following Attachments to the Bid Form:

(a) Attachment 1: Bid Security (Earnest Money Deposit) in the form of** for a sum of..... (Name of currency and amount in words and figures)

** Please fill in the alternative chosen in line with Clause 1.2.5 Section-I of the Bidding Documents.

(b) Attachment 2: A power of attorney duly authorized by a Notary Public indicating that the person(s) signing the bid have the authority to sign the bid and thus that the bid is binding upon us during the full period of its validity in accordance with the ITB Clause 1.6.

(c) Attachment 3: The documentary evidence that we are eligible to bid in accordance with ITB Clause 1.7. Further, in terms of ITB Clause 1.7, the qualification data has been furnished as per your format enclosed with the bidding documents.

3.0 **Price Schedules**

- 3.1 In line with the requirements of the Bidding documents, we enclose herewith the format of Price Schedule as per your Schedule-A.
- 3.2 We are aware that the Price Schedules do not generally give a full description of the Services/Work to be performed under each item and we shall be deemed to have read the Technical Specifications and other sections of the Bidding Documents to ascertain the full scope of Work included in each item while filling-in the rates and prices. We agree that the entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.
- 3.3 We understand that, if on check, there are differences between the rate quoted by us in words and figures, or in the amount worked out by us; the following procedure shall be followed:
- a) Where there is a difference between the rates in figures and words, the lower of the two rates shall be taken as valid and correct rate.
 - b) When the rates quoted by us in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by us shall be taken as correct and not the amount worked out.
- 3.4 We declare that items left blank in the Schedules will be deemed to have been included in other items. The TOTAL for each Schedule and the TOTAL of Grand Summary shall be deemed to be the total price for executing the complete services in complete accordance with the Contract, whether or not each individual item has been priced.
- 4.0 We confirm that Bid Prices in this Price Bid (Cover 3) includes all taxes, duties, levies and charges as may be assessed on us by all municipal, state or national government authorities in connection with the scope of services, in India.

5.0 **Construction of the Contract**

We declare that we are making this proposal with a stipulation that you shall award us single contract for providing all the services as per the scope of specification.

- 6.0 We have read the provisions of following clauses and confirm that the specified stipulations of these clauses are acceptable to us:
- a) Terms of Payment: Clause 8.0, Section-IIA: GCC
 - b) Earnest Money Deposit: Clause 1.2.5, Section-I- ITB
 - c) Contract Security deposit: Clause 4.0 respectively, Section-IIA GCC
 - d) Service Performance and Penalty: Clause 7.0, Section-IIA GCC
 - e) Price Basis: Clause 1.8, Section-I, ITB.

Further we understand that deviation taken in any of the above clauses by us shall make our bid non-responsive as per provision of bidding documents and rejected by you.

- 7.0 We undertake, if our bid is accepted, to commence the work on scope of services immediately upon your Notification of Award to us up to the contractual period stated in the Bidding Documents.
- 8.0 If our bid is accepted, we undertake to provide a Security Deposit in the form and amounts, and within the times specified in the Bidding Documents.
- 9.0 We agree to abide by this bid for a period of 120 days from the date fixed for submission of bids as stipulated in the Bidding Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 10.0 Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract between us.
- 11.0 We understand that you are not bound to accept the lowest or any bid you may receive.
- 12.0 Electronic Communication: We propose to send the communications to us on following E-mail address for fast disbursement of replies/ information/queries etc.:

- 1. Email Address-I: _____
- 2. Email Address-II: _____

- 13.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal is in all respects for and in good faith, without collusion or fraud.

Dated this ____ day of _____ 20__

Thanking you, we remain,

Yours faithfully,

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

Date:
Place:

Business Address:

Country of Incorporation:
(State or Province to be indicated)

Name of the Principal Officer:

Address of the Principal Officer:

Note: Bidders may note that no prescribed proforma has been enclosed for:

(a) Attachment 2: Power of Attorney.

(For Attachments 2, Bidders may use their own proforma for furnishing the required information with the bid).

RAJASTHAN SOLARPARK DEVELOPMENT COMPANY LIMITED
(Rupees Five Thousand or as applicable Rajasthan Government Non-Judicial Stamp)

AGREEMENT

This Indenture made at _____ on _____ this _____ day of the Month of _____ of the year _____ between the Director (Technical), RSDCL (hereinafter referred to as the procurement entity which expression unless the context does not permit includes his successors and assigns) of the one part and

(I) To be used in case of Limited Companies

Messers _____ a private/ Public Limited Company incorporated _____ under the _____ companies act and having its Registered office at _____ (hereinafter referred to as Contractors/suppliers which expression unless the context does not permit includes their successors and permitted assigns).

(II) To be used in case of Partnership concerns

Messers _____ a Partnership Firm consisting of the following Partners namely:
(Name) (Age) (Residence) (Occupation)

- 1.
- 2.
- 3.

(III) To be used in case of Society/ Cooperative Society/ Firm

Messers _____ (Name) _____ (Address)
_____ (Registered as)

(hereinafter referred to as Contractor which expression unless the context does not permit includes their respective heirs, executors, administrators, legal representatives, permitted assigns) of the second part, witnesseth as follows:-

- 1 The contractor, does by these presents agree to execute the service/ work to the procurement entity and the procurement entity does agree to get the services/ work execute from the contractor, the services specified in the Work order No. _____ dated _____ and amendment letter No. _____ dated _____ appended and on the terms & conditions contained in the said order and amendment letter. The General terms of the contract appended hereto are considered a part of this agreement.
2. The contractor has deposited Rs. _____ (in words Rs. _____ only) by furnishing a Demand Draft/ Banker's Cheque No. _____ dated _____ drawn in favour of _____ towards Security deposit as per stipulations of the work order.
3. The specification of the execution of services/ work to be executed under this agreement shall be as set forth in the schedule referred to above.
- 4 (a) The contractor is to execute the work order:-
 - (i) Cost/prices _____

- (b) Cost/ charges etc. which may be payable as per Clause No. _____ of Work order would be the Procurement entity's liability and if incurred would be to his account.
- (c) In case the consignments are to be insured to cover risks in transit, such insurance charges, if payable extra would be to the procurement entity's account.
- 5 In case of dispute as to whether any execution of services/ work are or are not in accordance with specifications set-forth in the schedule, the decision of the Director (Technical), RSDCL shall be final and binding on both the parties.
- 6 The completion shall be effected and completed as per clause No. _____ of the Work order from the date of this work order and amendment letter No. _____ dated. The first installment of works will begin as per clause No. _____ of the W.O. and amendment letter No. _____ dt. _____ to the Work order.
- 7 Payment of the price for the execution of work under this agreement shall be as under:
- (a) As per clause No. _____ of the work order and amendment letter No. _____ dated _____ to the W.O.
- 8 The contractor is also bound to fulfill all the conditions mentioned in the above work order and bid.
- 9 The work to be executed under this agreement shall be as per terms and conditions mentioned in the above work order and bid.
- 10 If the Contractor fails wholly or in part to fulfill this agreement, the procurement entity's shall be entitled at his discretion to retain the whole or any part of the deposit made by the Contractor under clause (2) and if the loss suffered by the procurement entity exceeds the amount of said deposit, they will be entitled to recover the said loss from the Contractor.
- 11 If any sum remains due or becomes recoverable from the Contractor on account of the non-fulfillment of this agreement or on account of any other reason, the Contractor shall pay the same immediately on demand. If the contractor do not make such payment on demand, the procurement entity shall be entitled to recover the same from the Contractor as arrears of Land Revenue.
- 12 In witness of the due execution of this agreement the parties have hereunder set their hands the day and the year first above written.

Signed and delivered by
 In case of Limited/Partnership Shri _____ (1)Signature
 Companies & Firms Designation _____ (2)Signature

For and on behalf of _____ (1) Signature
 In presence of witnesses _____ (2) Signature

Signed and delivered by
 In case of individuals Shri _____ (1) Signature

Signed and delivered by
 In case of Individuals Shri _____ (1) Signature

In the presence of witness:
 (1) Shri _____ Designation (1) Signature
 (2) Shri _____ Designation (2) Signature

Signed and delivered by the _____ RSDCL Ltd., Jaipur by order and on behalf of the Director (Technical) of the RSDCL.

RAJASTHAN SOLARPARK DEVELOPMENT COMPANY LIMITED
 (Seal to be affixed)

SCHEDULE-A

(PRICE SCHEDULE)

Bidder's Name and Address

S. No	Particulars	No. of Person (a)	Monthly Rate in Rs. [including Provident Fund contribution of both (Employee and Employer)] (b)	Service Charges in %	Total Amount per month with all taxes excluding Service Tax in Rs. (c) = (a) x (b)
1.	Technical Manager (AEN)	1	<i>To be filled by bidder in this cell</i>	<i>No Entry in this cell</i>	
2.	Deputy Manager (Electrical) (JEN)	1	<i>To be filled by bidder in this cell</i>		
3.	Deputy Manager (Civil) (JEN)	1	<i>To be filled by bidder in this cell</i>		
4.	Clerk/ Computer Operator	2	<i>To be filled by bidder in this cell</i>		
5.	Multi Task Worker	2	<i>To be filled by bidder in this cell</i>		
6.	Cook	1	<i>To be filled by bidder in this cell</i>		
7.	Attendant cum watchman	4	<i>To be filled by bidder in this cell</i>		
TOTAL					
Service Charges in %				<i>% To be filled by bidder in this cell</i>	
GROSS TOTAL					

Note:

1. The rates quoted in col. (b) by the bidder shall be in conformity to comply with the Minimum Wages requirements of GoR.
2. The rates quoted in col. (b) by the bidder shall include E.P.F. contribution of EMPLOYER. RSDCL shall not pay towards PF contribution. Monthly remuneration to each worker employed by him shall be same as quoted rates under this contract.
3. The quoted total price with loading of Service Charges shall be inclusive of all taxes except Service Tax. The Service Tax as applicable shall be paid extra.