



INDIRA GANDHI PANCHAYATI RAJ & GRAMIN VIKAS SANSTHAN
(STATE INSTITUTE OF RURAL DEVELOPMENT)
JAWAHAR LAL NEHRU ROAD, JAIPUR-302004
TEL : 0140-2702784, 2706577-78 FAX : 2706575
E-Mail: igprgvs@rajasthan.gov.in
Web site: www.igprgvs.rajasthan.gov.in

BIDS FOR HIRING SERVICES OF MANPOWER THROUGH AN AGENCY

BID FORM

COST OF THE BID FORM	Rs. 200/-
DURATION OF THE BID	1 year
ESTIMATED COST	2.40Lac
EARNEST MONEY	4,800/-
LAST DATE OF SUBMISSION OF THE BID	30.06.2016 (12 NOON)
OPENING OF BID	30.06.2016 (4.00 PM)

(In presence of the Bidders)

The Bid document fees (Rs.200.00) in the form of Demand Draft shall be attached with the Bid document downloaded from the internet. (www.igprgvs.rajasthan.gov.in & www.sppp.raj.nic.in) The Demand Draft shall be addressed to the Director General, Indira Gandhi Panchayati Raj & Gramin Vikas Sansthan, Jaipur.

Sealed Single Stage single envelope unconditional Bids are invited on behalf of the Indira Gandhi Panchayati Raj Sansthan for the hiring of services as listed below, from bonafide services providers' upto 12 Noon of 30.06.2016.

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

General Conditions:

1. The Bidders shall submit the bids in one single envelope i.e. technical bid & financial bid in the same envelope.
2. The Bid shall be accepted only in the prescribed format & shall be opened in front of the Bidders present. Bids received after due time shall not be considered.
3. If the property (Moveable/Immoveable) of the Institute is damaged by any staff of the service provider. Then the entire responsibility shall be of the service provider & all the loss suffered shall be compensated by the service provider.
4. The Bidder should ensure minimum wages to the employees. Proposals below the minimum wages shall not be considered.
5. The Bidder should have licenses from ESI, PF as per rules. The Bidder shall comply with all the Rules of Labour Deptt. The Institution shall have the rights to cancel the contract if any violation of Labour Rules is found.
6. The bid shall be filled in clear words and numbers with pen. The bids with cutting/overwriting /filled with pencil shall stand cancelled.
7. **The Bidder shall sign on each page of the Bid documents and at the end of the document stating his acceptance of the conditions laid down in the bid. If need be, the Bidder may seek clarifications regarding any conditions of the contract on any working days during the working hours from the Additional Director, IGPR & GVS.**
8. Bids with conditions shall in no case be accepted.
9. The service provider shall not sublet the assigned task to any other agency.
10. The services shall be hired for a period of 12 months. If the services of the service provider are found satisfactory, then with mutual agreement the period of contract may be extended for 12 months.

11. The Institution shall not be bound to accept the lowest bid and shall have the rights to cancel the bid completely or partially, without stating any reasons thereof.
12. Banker's cheque/Bank Demand Draft/receipt of cash deposit of the **Earnest Money (Rs. 4,800/-)** at the Institute shall be necessarily enclosed in the technical bid. The Demand Draft shall be addressed to the Director General, Indira Gandhi Panchayati Raj & Gramin Vikas Sansthan, Jaipur. In case of acceptance of the bid with amount shall be adjusted in the Security Deposit. In case of non-acceptance of the bid this amount shall be returned by the Institute.
13. The Earnest Money shall be forfeited in the following cases:
 - a) When the Bidder withdraws or modifies the offers after opening of Bid but before acceptance of the Bid.
 - b) When he does not execute the agreement, if any, prescribed within the specified time.
 - c) When he fails to commence the services as per the Institute's order within the prescribed time.
 - d) When the Bidder does not deposit the Security Money after the order is given.
14. In case of acceptance of the bid the Bidder shall be required to submit an agreement on a non-judicial stamp of Rs.500/- in the prescribed format. The expenses incurred in the making of the agreement shall be borne by the Contractor.
15. Before signing of the agreement the contractor shall deposit 5% of the value of the Bid as Security Deposit with the Institute. This deposit shall be refunded to the Contractor after two months of satisfactory completion of the assigned task. No interest shall be payable on the amount deposited.
16. The service provider shall be responsible for the behavior of the staff deployed. Misbehavior/ misconduct by any employee may lead to immediate cancellation of the contract.
17. The service provider shall be responsible for timely deposit of PF, ESI, Service Tax. Copies of deposits of PF & ESI for a particular month have to be made available to the Institute when the bill is submitted for payment in the next month. No payment shall be possible without the said annexure.
18. Any sort of intoxication (liquor, smoking etc.) by the staff of service provider shall cause the cancellation of the contract.
19. The service provider shall credit the salary of the staff in the bank account through cheque. The Institution has the right to ask for a copy of bank pass book of the staff deployed at IGPR & GVS.
20. The service provider shall get the police verification of the staff deployed at the Institution done before deploying.
21. The service provider shall provide the details of the staff viz. name, mobile no; address and other essentials to the Administration.
22. Jurisdiction for all litigations shall be Jaipur city.



23. The service provider shall also provide the Administration with the Medical Certificate/Fitness Certificate of the staff deployed in the Institute.
24. Rate quoted in financial bid will be inclusive all taxes & all Govt. liabilities i.e. Service Tax, VAT ,P.F. E.S.I. etc.
25. Payment of Service Tax shall be made to the approved bidder, provided proofs of the deposit of service tax are submitted along with the bills of next month.

Special conditions

1. In absence of the employee the agency / firm will have to make alternative arrangement.
2. The manpower is to be deployed in the institute after seeking permission from undersigned. Institute can remove any contractual employee , in that case the firm/ agency will have to provide another employee within 48 hours.
3. The firm /agency will have to follow all the rules/orders issued by central Govt./state Govt./labour Deptt.



Signature of the bidder with seal

TERMS OF REFERENCE

1 Training-cum-Research Assistant (PRI)

Terms of Reference (ToR) for Hiring of Services for State Panchayat Resource Center (SPRC) at IGPR&GVS under Rajeev Gandhi Panchayat Sashaktikaran Abhiyan (RGPSA)

Perspective

In order to strengthen the Institutional Structure for Capacity Building and Training (CB&T) of PRIs, it is proposed to set up a State Level Panchayat Resource Centre (SPRC) at Indira Gandhi Panchayati Raj & Gramin Vikas Sansthan (IGPR&GVS), Jaipur. It is proposed to hire the services of a Firm/Placement Agency-which shall provide to the Institute-the services of-1 Training-cum-Research Assistant for a period of 12 months for the various activities of "SPRC" being established at IGPR&GVS, Jaipur.

Objectives

- State Panchayat Resource Center (SPRC) would be the apex body within IGPR&GVS, at the State level, for providing handholding support to PRIs through designing appropriate Capacity Building & Training (CB&T) interventions for Panchayats, under the guidance of Nodal Officer-RGPSA and Director General of the Institute.
- SPRC will also undertake field-based Research and Evaluation Studies, under the overall supervision of Nodal Officer-RGPSA and Head-Center of Panchayati Raj, IGPR&GVS.
- SPRC will also undertake design and development of training modules, reference materials, IEC materials-as required for PRIs from time to time- under supervision of Nodal Officer-RGPSA.

In furtherance of above stated objectives, the consultant and staff of SPRC will be placed at IGPR&GVS and will be responsible for effective day to day functioning of SPRC. They will be accountable to the Nodal Officer-RGPSA, on a day to day basis and to the Director General in the overall perspective.

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Time frame for Services of SPRC

The firm/placement agency shall provide the services of the desired staff i.e. Training Cum Research & Accounts Assistant for a period of 12 months, from the date of signing of the contract with the Institute. The payment for the services provided by the firm, shall be made on a monthly basis, on satisfactory delivery of service by the hired SPRC Staff.

Scope of Work of SPRC to be set up at IGPR&GVS

- i. The SPRC will assist the Faculty/Officers of IGPR&GVS in their work related to PRIs and Centre for Panchayati Raj in particular, in the following areas:
 - Creation of a Knowledge-Hub to answer the queries of the Elected Representatives & Officials of PRIs and others related to Panchayati Raj & Rural Development (PR&RD) issues, by developing FAQs on Institute's Website and prepare FAQ-booklets on different themes.
 - Assist in CB&T through SATCOM-based refreshers for PRIs and follow-up on different thematic areas as required from time to time.
 - Preparation of Training Modules, Reference Material, IEC Material for different training programmes of the institute on PR&RD issues, designed for PRIs.
 - Assist in Training of Elected Representatives and Officials of PRIs on different thematic areas, as required from time to time.
 - Conduct field-based Research and Evaluation Studies as assigned by the institute, related to PRIs.
 - Monitor the field-level Training at Panchayat Training Centers (PTCs), Zila Parishads (ZPs) and Panchayat Samitis (PSs) of the State, in different PRI Training Campaigns- in terms of physical & financial progress.
- ii. The SPRC will also assist in planning exposure trips for PRIs, within and outside the State for study of good practices of PRIs and RD sector and will also act as in-house facilitators on PR&RD issues for exposure teams visiting the institute.
- iii. The SPRC shall have to develop IEC material relevant for PRIs and collaborate with all concerned departments, to procure available IEC material related to departmental schemes.




- iv. The SPRC shall document and collect all useful information related to PRIs and RD viz.- all applicable Acts and Rules, Policies, Schemes and Guidelines-as issued from time to time by concerned departments.
- v. The SPRC shall be expected to network with other Institutes and SPRCs-for the purpose of keeping informed of ongoing initiatives for empowerment of PRIs-being taken by other Partners engaged in CB&T for PRIs.
- vi. The SPRC shall be expected to develop appropriate feedback mechanism to report ground level problems of PRIs to the State level.
- vii. The SPRC shall have to make presentations, briefings, short-notes, reports- regarding capacity building plans of PRIs, activities undertaken and achievements made-to be submitted at various levels within the State, GoI and external partners.
- viii. The SPRC manpower will travel to the field to perform the various assigned tasks.
- ix. The SPRC will have to establish liaison and co-ordination with the relevant stakeholders i.e. all departments related to Panchayati Raj, PRIs; SIRDs, NIRD and RD&PR department and other relevant stakeholders.
- x. The SPRC shall have to maintain and process ongoing correspondence on files and submit drafts of replies/notes desired from time to time-related to PRI-Capacity Building, Training, Research, IEC Activities, Policy-inputs, Proposals etc.
- xi. SPRC shall also assist in maintenance of office records, accounts records and office correspondence related to its activities.
- xii. Any other activities as assigned by the Nodal Officer-RGPSA/DG-IGPR&GVS, from time to time.

Schedule for completion of assignments given to SPRC

- The SPRC assignment is for a period of 12 months.
- The individual tasks would have to be completed in the period specified by the Nodal Officer, on a day to day basis.

Data services and facilities to be provided by the Institute for SPRC

- IGPR&GVS & Panchayati Raj Department shall provide necessary data and information relating to the services to be performed by the SPRC.
 - The Institute shall provide suitable infrastructure for SPRC to carry out the assigned responsibilities-for which necessary facilities like furniture, stationery and computers, printers etc. shall be provided for the smooth working of the SPRC manpower.
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Eligibility Requirements for proposed Personnel/Manpower of SPRC Description of Manpower Required with Minimum Qualifications & Experience.

1. Training-cum-Research Assisstant-Position-1, in SPRC, at IGPR&GVS, Jaipur

- Masters in Social Sciences-Sociology/Political Science/Psychology/Public-Administration/Economics/or Law-Graduate or P.G. Diploma in Rural Development/Management from a recognized University, with minimum 50% marks.
- Candidate should possess proficiency in Computer working/Internet and should have good command in Hindi and English, with skills of preparing PPTs, Desktop Publications of manuscripts to be published by the Institute.
- Candidate should be adapt at maintenance of office records and office correspondence.

**SIGNATURE OF THE BIDDER
WITH SEAL**

Appendix A: Grievance Handling Procedure during Procurement Process (Appeals)

(1) Filing an appeal

- (a) If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to the First Appellate Authority as specified in the Bid Data Sheet, within a period of ten days from the date of such decision, action, or omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful in terms of section 27 of the Act, the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bid before the opening of the Financial Bid, an appeal related to the matter of Financial Bid may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (b) After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal.
- (c) If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to the Second Appellate Authority as specified in the Bid Data Sheet, within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties.

(2) Appeal not to lie in certain cases

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

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

(3) Form and procedure of filing an appeal

- a) An appeal shall be in the annexed Form along with as many copies as there are respondents in the appeal.
 - b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.
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(4) Fee for filing appeal

- a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- b) The fee shall be paid in the form of bank demand draft or banker's Cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(5) Procedure for disposal of appeals

- a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- d) The order passed under sub-clause (c) above shall be placed on the State Public Procurement Portal.



FORM No. 1
[See rule 83]

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

Appeal Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

Name of the appellant:

Official address, if any:

Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

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

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

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

7. Prayer:

.....

Place

Date

Appellant's Signature

1.	Introduction
a.	The Procuring Entity is Indira Gandhi Panchayati Raj Sansthan.
b.	The expenditure on this subject matter of procurement will be met by budgetary resources of Indira Gandhi Panchayati Raj Sansthan. The Services to be hired are related to hiring of services of manpower via an agency.
c.	Joint Venture will be allowed.
2	Bidding Document
a.	The price of the Bidding Document is Rupees 200/-
b.	For clarification purposes only, the Procuring Entity's address is: Attention (Name with Designation) : Shri Indra Singh, Additional Director Complete Address Ground Floor, IGPRS, JLN Marg, Jaipur PIN Code :302004, Tel No.0141-2706571 Facsimile number 0141-2706571 E-mail Address:ad.igprs@gmail.com
c.	A Pre-Bid conference will not be held.
3.	Preparation of Bids:
a.	The language of the Bid can be Hindi or English or both
b.	The bidder shall submit the bid in one single envelope. The bidder shall submit the following additional documents:- 1) Form fee(Rs.200/-) 2) Bid Security 3) Photocopy of Registration of Firm 4) Photocopy of Service Tax No. of firm 5) Photocopy of Registration of ESI & PF 6) Photocopy of PAN 7) Audited Balance Sheet of last 3 Financial Years (2012-13, 2013-14, 2014-15 Or 2013-14, 2014-15, 2015-16) with minimum turn-over of Rs.1.5 lacs per annum. 8) Experience Certificate of supplying any manpower services to Gov/Semi-Gov/Autonomous organizations/Govt. Undertaking. (at least once in last for 3 years) 9) Affidavit on Rs.50/- stamp that the bidder shall follow all Labour Laws and Rule prescribed by Government. 10) Affidavit on Rs.50/- stamp that the Bidder has no outstanding Service Tax liabilities.
c.	Alternative Bids are not permitted

d.	The prices quoted by the bidder shall be fixed
e.	The currency of the Bid shall be Indian Rupees
f.	The Bid validity period shall be 90 days (a) A Bid Security shall be required. (b) If a Bid Security shall be required, the amount and currency of the Bid Security shall be Rs.4,800/- only (D.D. No.)
g.	The Written confirmation of Authorization to sign on behalf of the Bidder shall consist of - Power of Attorney or Board Resolution or Letter of Authorization written on the Letter Head by the Bidder.
4.	Submission and Opening of Bids:
a.	(a) For Bid submission purposes only, the Procuring Entity's address is: Attention: Shri Indra Singh, Additional Director. Complete Address of Office: Ground Floor, IGPRS, JLN Marg, Jaipur PIN Code : 302004 Telephone number: 0141 - 27065
b.	The deadline for Bid submission is : Date : 30.06.2016 Time : 12.00 Noon
c.	The Bid opening shall take place at: Complete Address of Office : Ground Floor, IGPRS, JLN Marg, Jaipur PIN Code : 302004 Telephone number: 0141 - 2706571 Date: 30.06.2016 Time : 04.00 PM
5.	Evaluation, and Comparison of Bids:
6.	Award of Contract:
a.	The period within which the contract agreement is to be executed and performance Security is to be submitted is 15 days.
b.	Whether Performance Security/Performance Security Declaration shall be required: Yes
c.	If the answer to 6 (b) is yes, the amount rate of Performance Security shall be 5% of the value of the Bid.
7.	Grievance handling procedure during Procurement Process:
a.	(a)The Designation and complete Address of First Appellate Authority is: Principal Secretary, RD & PR, SSO Building, Secretariat, Jaipur (b)The Designation & Complete Address of Second Appellate Authority is: Principal Secretary, Finance, Main Building, Secretariat, Jaipur

Signature of the bidder with seal

I. Technical Bid Submission Sheet

Date:

NIB No.

To:

The Additional Director, IGPRS

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No. _____
- (b) We declare that we fulfil the eligibility and qualification criteria in conformity with the Bidding Document and offer to supply the manpower specified in Section V.
- (c) Our Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of 5 percent of the Contract Price or shall submit the Performance Security Declaration, as the case may be, for the due performance of the Contract.
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities of India or other the eligible countries.
- (f) We are not participating, as Bidder in more than one Bid for supply of the subject Goods in this bidding process, other than alternative offers, if permitted, in the Bidding Document;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract have not been debarred by the State Government or the Procuring Entity or a regulatory authority under any applicable law;
- (h) We understand that his Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (j) We agree to permit Government of Rajasthan or the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them;

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Signature of the bidder with seal

(k) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during the procurement process and execution of the Contract till completion of all our obligations under the Contract.

(l) Other comments, if any

Name -----

In the capacity of -----

Signed -----

Date -----

Duly authorized to sign the Bid for and on behalf of -----

Complete Address -----

Tel : ----- Fax: ----- E-mail -----

Financial Bid Submission Sheet

Date:

NIB No.

2

To:

Additional Director, IGPRS,

We the undersigned declare that:

- (a) We have examined and we have no reservations to the Bidding Document, including Addenda No.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the requirements as specified in Section V.
- (c) The Price for our Bid is enclosed on Form-A
- (d) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (e) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (f) Other comments, if any

Name

In the capacity of

Signed

Date

Duly authorized to sign the Bid for and on behalf of

Complete Address

Tel Fax E-mail

Signature of the bidder with seal

Declaration by the Bidder under Section 7 and 11 of the Act

Declaration by the Bidder



In relation to our Bid submitted to the Director General, IGPRS, JLN Marg, Jaipur for hiring of services through an agency in response to their Notice Inviting Bids No..... dated we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that:

- 1) We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- 2) We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document.
- 3) We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
- 4) We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- 5) We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;
- 6) We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.

Date:

Signature of Bidder with seal

Place:

Name:

Designation:

Address:

FINANCIAL BID

S. No.	Category of Manpower	No. of person required	Net Amount to be paid by cheque to incumbent	ESI (Rs.)	EPF Contribution (Rs.)		Service Tax (Rs.)	Service Charge (Rs.)	Total Amount
					Employee	Employer			
1	Training cum Research Assistant	1							

- Determination of lowest bidder shall be made on the basis of the 'Total Amount' indicated.
- In case the rates of Service Tax are revised by the Govt. over the course of contract, the revised rates shall be payable to the service provider from the date on which he applies for the same.

Signature of the bidder with seal

Appendix B: Dispute Resolution Mechanism

Any dispute arising from the contract shall be resolved amicably, as far as possible. The levels of the Dispute Resolution mechanism shall be as follows:

- I. Amicable resolution between representatives of Parties to the Contract.
 - II. If a question, difference or objection arises in connection with or out of the contract agreement or the meaning of operation of any part thereof or the rights, duties or liabilities of either party have not been settled by amicable resolution through mutual discussions, it shall be referred to the appropriate Empowered Dispute Resolution Committee for decision, if the amount of the claim is more than Rs.50000/-
Dispute Resolution Mechanism will have the following committees at the levels of Head of the Department and Administrative Secretary of the Department.
 1. Head of the Department Level Committee to address disputes in contracts of value upto Rupees One Crore.
The Head of the Department Level Committee shall comprise of Head of the Department, Financial Advisor/Chief Accounts Officer of the Department, Concerned Procuring Entity or Additional Head of the Department (Member - Secretary) and Representative of Law Department not below the rank of A.L.R. or equivalent.
 2. Administrative Secretary Level Committee to address disputes in contracts of value of more than Rupees One Crore.
The Administrative Department Level Committee shall comprise of Administrative Secretary of the Department Representative of Finance Department not below the rank of Deputy Secretary, Law Secretary or his nominee, not below the rank of Joint Legal Remembrancer, Chief Engineer-cum-Addl. Secretary of the concerned department and Chief Engineer concerned (Member-Secretary) [in case of other than a Works Department; Head of the Department and Additional Head of the Department (Member-Secretary)]
- NOTE: In case of Procuring Entity is other than a Department of the State Government the concerned Administrative Department will decide the levels of various members of the two Dispute Resolution Committee.
- III. Arbitration will be applicable in case of disputes arising in contracts of value of more than Rupees 10 crore which remain unresolved through the Dispute Resolution Committee.
 - IV. All legal proceedings, if necessary arise to institute by any of the parties shall have to be lodged in courts situated in Rajasthan and not elsewhere.
 - V. Procedure of reference to the Dispute Resolution Committee.
The supplier shall present his representation to the Procuring Entity along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One lakh, within three months of occurrence of the Dispute. The Procuring Entity shall prepare a reply of representation and shall represent its stand before the concerned Dispute Resolution Committee. From the side of the Supplier, the claim case may be presented by himself or through a representative. After hearing both the parties, the Dispute Resolution Committee shall pronounce its decision which shall be final and binding both on the Supplier and the Procuring Entity.