



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. 400/-
DURATION OF THE BID	1 year
ESTIMATED COST	22.00 Lac
EARNEST MONEY	44,000/-
LAST DATE OF SUBMISSION OF THE BID	02.12.2016 (12 NOON)
OPENING OF BID	03.12.2016 (4.00 PM)

(In presence of the Bidders)

The Bid document fees (Rs.400.00) 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.

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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 12.2016

Important Instruction : The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" {thereafter 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 and 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 ES, 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 filed 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. Demand Draft of the Earnest Money (Rs. 44,000) at the Institute shall be necessarily enclosed in the technical bid. The Demand Draft shall be addressed to

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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.1000/- 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 / mis-conduct 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. The price to be quoted by the bidder in the bids submission sheets shall be the total price of the bid inclusive of all taxes. But the component of tax, if any shall be shown separately.
26. If the rate of taxes levied by the Government changes during the course of contract, the approved bidder may intimate the same to the procuring entity in writing along with the concerned circular/order. The procuring entity may accordingly allow payment at the increased/changed rates of taxes levied by the Government.

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Special Conditions:

Manpower :

1. Driver :

- a) The Driver provided by the service provider shall remain in the office during office hours or as directed by the Administration.
- b) The Driver shall provide a copy of the driving license to the Administration.
- c) In case of absence of the Driver without permission a penalty @ 1000/- per day shall be deducted from the total bill.
- d) The Driver shall comply and abide the Motor Vehicle Act and the Institute shall in no way be responsible for his carelessness during driving.

2. Hostel Warden/ Peon :

- a) In the absence of an incumbent it shall be responsibility of the service provider to make alternate arrangement.
- b) If the services of an incumbent are found to be unsatisfactory the service provider shall provide a replacement within 1 working day.
- c) In case of absence of the employee without permission a penalty @ 1000/- per day shall be deducted from the total bill.
- d) In exceptional cases the employee may be called for duty even on holidays.
- e) The service provider shall provide only proficient staff.

SIGNATURE OF THE BIDER
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 authorised 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.

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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:
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

Section II: Bid of Data Sheet

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 400/-
b.	For clarification purposes only, the Procuring Entity's address is: Attention (Name with Designation) : Shri Rakesh Rajoria, 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.400/-) 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 (2014-15, 2013-14, 2012-13) OR (2013-14, 2014-15, 2015-16) indicating an average turnover of Rs.20.00 lac or more . 8) Experience Certificate of supplying manpower services to Gov/Semi-Gov/Autonomous organizations/Govt. Undertaking for atleast 3 years in the last 5 years (2011 - 2015) 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.

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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.44,000/- only. (DD 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 Rakesh Rajoria, Additional Director. Complete Address of Office: Ground Floor, IGPRS, JLN Marg, Jaipur PIN Code : 302004 Telephone number: 0141 – 2706571 (b) Where electronic submission of Bids is mandatory, the address of the web portal is eproc.rajasthan.gov.in
b.	The deadline for Bid submission is : Date: 02.12.2016 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: 02.12.2016 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 Rs.1,10,000/-
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

I. Technical Bid Submission Sheet

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.

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- (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:
- (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 -----

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Financial Bid Submission Sheet

Date:
NIB No.

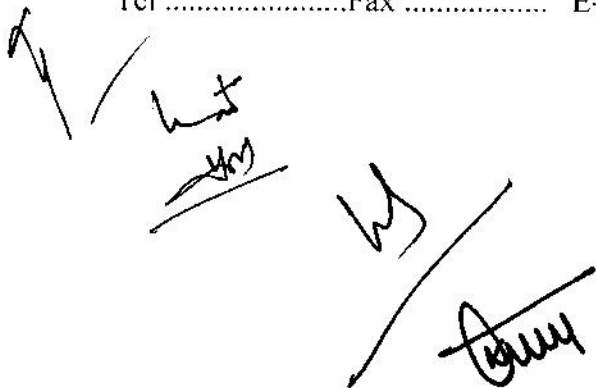
To:

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



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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

Place:

Name:

Designation:

Address:

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S. No	Category of Manpower	No. of persons required	Minimum qualifications & experience	Net amount to be paid by cheque to the incumbent (per person per month)	ESI (per person per month)	EPF Contribution (per person per month)		Service Tax (per person per month)	Service charges (per person per month)	Total Amount (per person per month)	No. of person required x amount quoted per person in Column 10x12
						Employee	Employer				
1	2	3	4	5	6	7	8	9	10	11	12
1	Driver HMV	1	8th pass plus commercial pass license								
	Driver LMV	3	8th pass plus commercial pass license								
2	Hostel Warden	2	Graduate in Hotel Management								
3	Peon/office boy	13	10th pass								
TOTAL											*

The lowest bidder shall be decided on the basis of the total cost on the total manpower required by the Institute for one year i.e. Column *

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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.

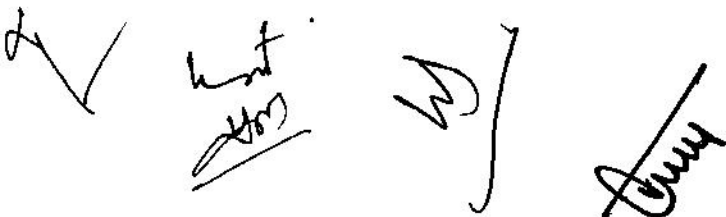
2. Administrative Secretary Level Committee to address disputes in contracts of value of more than Rupees One Crore.

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.

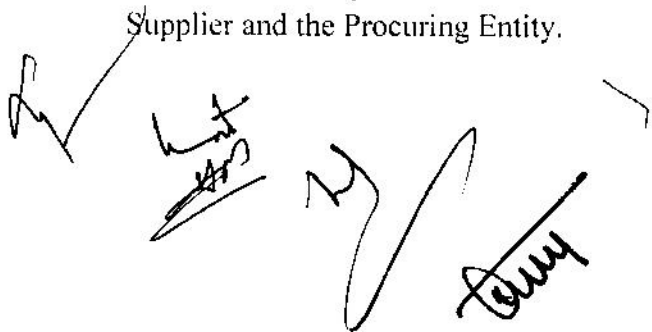
III. Arbitration will be applicable in case of disputes arising in contracts of value of more than Rupces 10 crore which remain unresolved through the Dispute Resolution Committee.

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.



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