



Bid for Running Cafeteria in CoERRA Building in CoERRA Building

RAJASTHAN STATE BEVERAGES CORPORATION LIMITED

(A Government of Rajasthan Undertaking)

5th Floor, CoERRA (Centre of Excellence for Revenue Research & Analysis) Bhawan,

Plot no. 2, Near Aranya Bhawan, Jhalana Institutional Area, Jaipur

Tel: 0141-2744234 Fax: 0141-2744237, web- www.iems.rajasthan.gov.in, email-ed.rsbcl@rajasthan.gov.in

NOTICE INVITING BID

Single Stage two part Bid is Inviting Running Cafeteria in CoERRA Building from eligible entities as per details below:-

Name & Address of the Procuring Entity	Executive Director, Rajasthan State Beverages Corporation Limited Fifth Floor, CoERRA Building Jhalana Institutional Area Jaipur 302004 Phone No. – 0141 – 2744231, Email – ed.rsbcl@rajasthan.gov.in
Subject Matter of Procurement	Bid for Running Cafeteria in CoERRA Building at Plot No. 2, Near Aranya Bhawan, Jhalana Bypass, Jaipur – 302004
Bid Procedure	Single-stage: two part (envelop) open competitive bid Financial bid must be submitted in a separate sealed envelope.
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	- Websites: https://sppp.rajasthan.gov.in, https://iems.rajasthan.gov.in - Bidding document fee: Rs. 1180 (Rupees One Thousand One Hundred Eighty Only) in Demand Draft in favor of "RSBCL" payable at "Jaipur" OR online in RSBCL bank account. (PNB AC no 3554001800000055 IFSC Code PUNB0355400)
Estimated Procurement Cost	Rs. 3.75 Laes (Rs. Three lacs seventy five thousand only) for two year 7.50 Laes.
Bid Security and Mode of Payment	- Amount (INR): 2% of the estimated procurement cost i.e. 15,000/-, 0.5% for S.S.I. of Rajasthan, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction - Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee (in specified format), of a Scheduled Bank in favour of "RSBCL" payable at "Jaipur" OR online in RSBCL bank account. (PNB AC no 3554001800000055 IFSC code PUNB0355400)
Period of Sale/ Download of Bidding Document (Start/ End Date)	☒ Start Date: 11.11.2025 Time: 10.00 AM ☐ End Date: 21.11.2025 Time: 11.00 AM
End date and time of submission / uploading of bid	☐ Date: 21.11.2025 Time: 02.00 PM
End date and time of submission and Submission of Banker's Cheque /Demand Draft / Online payment for Tender Fee, Bid Security, and Processing Fee*	Date: 21.11.2025 Time: 02.00 PM
Date/ Time/ Place of Re Bid Meeting	- Date: 14.11.2025 Time: 11.00 AM - At Conference Hall of CoERRA Building Jhalana Institutional Area Jaipur 302004
Date/ Time/ Place of Technical Bid Opening	- Date: 21.11.2025 Time: 03.00 PM - Place: Fifth Floor, CoERRA Building Jhalana Institutional Area Jaipur 302004
Date/ Time/ Place of Financial Bid Opening	Will be intimated on later to the Technically qualified bidders
Bid Validity	90 days from the last date of bid submission

Note:

- 1) Bidder (authorized signatory) shall submit their offer in two envelop both for technical bid and financial Bid proposal along with DD for Tender Fees and Bid Security physically.
- 2) In case, any of the bidders fails to submit the Banker's Cheque/ Demand Draft for Tender Fee and Bid Security, up to prescribed time period, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee and Bid Security should be drawn in favour of "RSBCL." payable at "Jaipur" from any Scheduled Commercial Bank or online in RSBCL bank account. (PNB AC no 3554001800000055 IFSC Code PUNB0355400).
- 3) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 4) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 5) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 6) The provisions of RTPP Act 2012, RTPP Rules 2013 and G.F&A.R. shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and RTPP Rules 2013 and G.F&A.R. the later shall prevail.



Executive Director

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Rajasthan State Beverages Corporation Limited

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Plot no. 2, Near Aranya Bhawan, Jhalana Institutional Area, Jaipur

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(Ph. 0141-2744231, Email - ed.rsbc@rajasthan.gov.in,

CIN-U15511RJ2005SGC020336)

NIB No. 16/2025-26/.....

Dated 7-11-2025

NOTICE INVITING BID

NIB No 16/2025-26

Bids for Running Cafeteria in CoERRA Building of estimated value INR 7.50 Lakh are invited from interested bidders up to 02.00 PM, 21/11/2025. Other particulars of the bid may be visited on the procurement portal (<https://sppp.rajasthan.gov.in/>) of the state and <https://iems.rajasthan.gov.in>

UBN



Executive Director

Chapter - 1 - PROJECT PROFILE & BACKGROUND INFORMATION

RSBCL invites proposals from reputed, competent and professional firms, who meet the minimum eligibility criteria as specified in this bidding document for providing Running Cafeteria in the office of the Centre of Excellence for Revenue Research & Analytics (CoERRA), Plot No. 2, Near Aranya Bhawan, Jhalana Bypass, Jaipur – 302004.

Detail of services required have been described in the Chapter – 3 - “Scope of Work” in this document.

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Chapter - 2 - PRE-QUALIFICATION / ELIGIBILITY CRITERIA

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

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement . OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932. OR Registered Firm under any other Act of State/ Union, as applicable for dealing in the subject matter of procurement .	Valid copy of Registration Certificates OR Copy of Certificates of incorporation OR Copy of Registration of Partnership firm OR copy of Registration Certificates
2	Financial Turnover	The average Annual turnover should not be less than Rs. 40 Lacs during the last 3 years 2021-22, 2022-23 and 2023-24.	CA Certificate with UDIN (Unique Document Identification Number) and having CA's Registration Number and Seal
3	Financial: Net Worth	The net worth of the bidder, as on 31-03-2024, should be Positive.	CA Certificate with UDIN (Unique Document Identification Number) and having CA's Registration number and seal
4	Technical Capability	The bidder must have atleast two years experience of operating a cafeteria in any one of Central or State Government establishments / Departments/ PSUs/ Companies/ any other institution Govt. recognized under prevailing Law during the last 4 years i.e 2021-22, 2022-23, 2023-24 and 2024-25. Or *Self operated cafeteria/restaurant will also be considered having two years of experience of operating Cafeteria/ restaurant during the last 4 years i.e. 2021-22, 2022-23, 2023-24 and 2024-25.	Work Order/Agreement + Work Experience Certificate / Satisfactory Work Completion Certificate. Or *self certificate certified by CA with UDIN or certificate issued by government authorities must be produced.

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S. No.	Basic Requirement	Specific Requirements	Documents Required
5	Tax registration and clearance	The bidder should have a registered number of I. GST registration II. Income Tax / Pan number. III. Food Safety Reg. No. (FSSAI) IV. Food License V. EPF registration No. VI. ESIC Registration No (If EPF & ESIC not applicable to bidder than an undertaking shall be submitted in Rs. 50 Non Judicial Stamp Paper) VII. Affidavit on RS 100 Non Judicial Stamp Paper of No pendency of ESI, EPF,-any other tax liability	Copies of relevant Certificates of registration.
6	Mandatory Undertaking	Bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c) not have a conflict of interest in the procurement in question as specified in the bidding document. d) comply with the code of integrity as specified in the bidding document.	A Self Certified letter as per Annexure-: Self-Declaration

TENDER PROCESSING AND EVALUATION:

The selection process will be as under:

1) Screening based upon qualification criteria

2) Technical evaluation - The selection process would be qualifying criteria basis. The Evaluation Committee will select the Agency who qualifies the minimum eligibility criteria as per technical qualifications. Any bidder not meeting any of requirements will not be short-listed for the further evaluation. The bidders who are meeting with our minimum basic criteria like they should possess PF no., PAN no., GST no., submission of declarations, turn over & experience as stated in tender are considered for further technical evaluation



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Short-listing of bidders: The bidders who are technically qualified, shall be included in the shortlist for opening and evaluation of their financial proposal (Price bid).

Evaluation of Financial Proposal (Price bid)

1. The financial evaluation will be carried out H1 H2 H3..... as per Bid Quoted by bidder. In case H1 price is equal between 2 or more bidder than H1 will be decide on experience basis and if experience also equal than on turnover basis.
2. The RSBCL will determine whether the Financial Proposals are complete, and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of works/services.

Chapter – 3 - SCOPE OF WORK

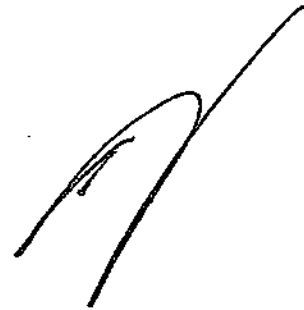
1. The "Canteen/Cafeteria/ Food Kiosks Services" will function in the specified area of the CoERRA Building. The bidder(s) shall visit these facilities and ascertain the available infrastructure before submitting the bid. Any additional requirements necessary for efficient services shall be taken care of by the bidder(s). The rates quoted by the bidder(s) shall include the overall operational costs related to the rendering of the items/services.
 - 1.1 The RSBCL reserves the right to suitably increase/ reduce the scope of work put to this tender. In case of any ambiguity in the interpretation of any of the clauses in the tender document or the contract document, the interpretation of the Clauses by Executive Director RSBCL is final.
 - 1.2 Cafeteria :- It has been recognized that to cater to the food and beverages requirement of the Officials /Delegates/Exporters/Importers/Buying agents, the Cafeteria should be able to offer a wide range of quality cuisines which are served in a hygienic and comfortable environment. RSBCL, through this bid intends to allot the restaurant portion on agreement basis to reputed Food and Beverages/Restaurant/Hotel operator/Food Retail Outlets for period of two (2) years.
 - 1.3 The period of lease may be may be extended further at the discretion of the RSBCL and mutual consent subject to satisfactory performance and quality services only.
 - 1.4 The area of Cafeteria Portion approximately 477.18sq.M. of space including separate kitchens, serving area, VIP Dining, and wash area are being offered. The dining area is fully air-conditioned and has a seating capacity of Approx. 100 persons. The successful bidder shall confine their activities within the Cafeteria /Restaurant portion only and in no case will they be permitted to deviate / increase / alter /encroach from the same. However, common area like Cafeteria /restaurant entrance area may be used for the welcoming of the guests/visitors for short durations only.
2. Detailed Description about the Services Required

Activity wise brief scope of work is being defined below in this chapter. This scope of work is in brief but the selected bidder should not be limited to this scope of work..

- 1) In the event of unsatisfactory services rendered by the Contractor/vendor, Penalty may be imposed on the firm as decided by the Executive Director RSBCL.
- 2) The tenderer should provide an automated billing service with the facility of the swipe cards/UPI payments as well as cash payments.
- 3) Increase/Decrease of prices without prior permission of RSBCL should be strictly prohibited.
- 4) Headgear and gloves (at caterers' own cost) to be worn by cooks and servers at all times while preparing & serving food.
- 5) No non-recyclable plastic or plastic containers are allowed to use in campus.
- 6) Mandatory to wash hands before cooking food.
- 7) Ensure no reuse of oil used once for deep frying. Used oil shall be disposed of appropriately, immediately after the usage. Storage of used oil will be viewed seriously and serious penalties as decided by the institute shall be invoked.
- 8) Ensure no reuse of leftover food from the previous day. Leftover food should be disposed of appropriately, within one hour of the completion of the relevant service hours.

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- 9) Ensure all the workers are free of any contagious diseases or ailments.
- 10) Ensure all worker are well mannered and display courteous behavior.
- 11) Ensure pest control administration periodically (rats/mice/flying insects, crawling insects), but not with aerosol based ante-pest sprays that could get in the food.
- 12) Operation of the Canteen/Cafeteria/ Food Kiosks Services is subject to regular (every week) inspection by the management of RSBCL to ensure all points are adhered to. Further periodic checking/performance audit by professional catering monitoring agency shall also be carried out to evaluate the performance of the caterer on international standards of hygiene, cleanliness and health.
- 13) The contractor shall ensure that sufficient man power is deployed for preparation and service of each meal including cleaning, washing and overall upkeep of Canteen assets and premises.
- 14) Any violation to the terms and conditions of the contract shall attract a penalty on the tenderer which shall be decided by the management of the institute and the same shall be acceptable to the tenderer.
- 15) Obtaining FSSAI and Food trade license shall be the responsibility of the agency.
- 16) All Material Shall be used as per FSSAI Guideline.
- 17) The Parent Office will provide electricity, to the successful bidder and charges against the energy consumed shall be borne by the successful bidder, as per prevailing tariff for Kitchen area. The energy meter shall be provided by the Parent Office. Water charge used in running cafeteria should be beard by vendor on monthly basis @ of 1000 per month with rent. Failing of which security money be forfeited and award was cancelled thereafter.
- 18) The successful bidder shall comply with all prevailing labour laws, Municipal laws & statutory requirement of other Central/ State Government organizations. In case on non-adherence of any laws regulations of the statutory bodies, the successful bidder will be fully responsible for the consequences arising out of non- adherence by the successful bidder. The Parent Office in no way will be responsible for the same.
- 19) The RSBCL will prefer vendors with facilities for onsite cooking. The agency will be required to keep utensils (Supplied by the vendor) and equipment in good and working condition. Maintenance and repair of cooking equipment, fridge, cleaning of hoods etc. will be the responsibility of the vendor. The RSBCL through other vendors at the cost of the Canteen/Cafeteria/ Food Kiosks Services vendor will undertake the repairs.
- 20) The office reserves the right to inspect the materials at any time. If it is found that raw material for food of inferior quality is used, the contract would be terminated immediately without any notice and the vendor would be blacklisted.
- 21) The contractor will take all necessary precautions and shall be responsible against fire hazards and the Appropriate Authorities and comply with the terms and conditions of the license(s) and all other relevant an necessary provisions of the contractor labor Act and the Rules framed there under all such other provisions of laws in any enactment or otherwise laid down by an authority from time to time, it being clearly understood and agreed upon that the entire responsibility for compliance thereof shall always-be of the contractor. The contractor shall fully comply with rules and regulations as laid down by concerned local authorities and to the satisfaction of the Office.
- 22) Under no circumstances any of the contractor's employees will remain in the office premises beyond canteen hours after closing the canteen. He will ensure that the cafeteria rooms are properly locked and secured during closed hours of the office. The access to the space allotted to the contractor will be as per the conditions and in the mode as prescribed and regulated by the office from time to time which will be binding on him and his employees. The office reserves the right to inspect the premises allotted to the contractor including the cafeteria store at any time.



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23) FINE LIST: Maximum Penalty for Canteen/Cafeteria and other Eateries Non Compliance /Default

S.No	Penalty/issue	Fine/Penalty on each default
1.	Any non-veg Item prepared/sold in Canteen	Termination of Contract
2.	Feedback register not available	As decided by Competent Authority (Executive Director, RSBCL)
3.	Denying from previous commitment	
4.	Not reporting the issue on time	
5.	Unhygienic food with foreign material (insect/housefly, plastic, Hair (exceptional case only- clause), etc.)	
6.	Non Use of disposable headgear and gloves by staff	
7.	Kitchen Area not clean	
8.	Not displaying the price list	
9.	Handling food items with bare hands	
10.	Tables not clean	
11.	Plates, spoon, glass not clean	
12.	Food not served in time	
13.	Store not properly arranged	
14.	Cooking utensils not clean	
15.	Selling items not approved by Institute committee*	
16.	Selling items at higher rates	
17.	Selling items at rates higher than MRP	
18.	Misbehavior of the staff	
19.	Selling expired items	
20.	Adulteration in milk and other food items	
21.	Items not available as per menu (not informed to any Institute committee member or authority)	
22.	Cutting vegetables in open areas	
23.	Number of monthly complaints submitted to the Institute Committee regarding cooked food item. a. 10 complaints in a month b. More than 15 complaints in a month	

Rates for following menu Items to be provided in the Premises of cafeteria shall be decided by Competent Authority (Executive Director, RSBCL) after issuing of LOI and before issuing of work order and decided rates shall be binding for such menu items.

S.No	Items/Brand	Quantity	Weight /Measure
1	Tea		100 MI
2	Tea Special		150 MI
3	Black Tea 100 MI		100mL
4	Green Tea		150 ml
5	Hot coffee		100 MI
6	Black Coffee		100 MI
7	Hot Milk		200 MI
8	Ice Tea		200 MI
9	Cold Coffee		200 MI
10	Cold Coffee With Ice-cream		200 MI
11	Cold Lemon Water		200 MI
12	Lemon Soda		200 MI
13	Banana Sake		200 MI
14	Mango Sake		250 MI
15	Butter Scotch Sake		250 MI
16	Chocolate Sake		250 MI
17	Papaya Sake		250 ML
18	Orange Juice		250 MI
19	Samosa		100Gm
20	Kachori	1 Pcs	70 Gm.

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21	Pizza Mini	1 Pcs	
22	Pan Pizza Vegetable	1 Pcs	
23	Toast	1 Plate	Two Pieces of Normal Bread with Butter /jam/stuffed Two Pieces of Jumbo Bread with butter/ Jam / Stuffed
24	Vegetable /Cheese Sandwich	1 Plate	Two Pieces of Normal Bread with slices of cucumber, onion, tomato/ Cheese Two Pieces of Jumbo Bread with butter/ Jam / Stuffed
25	Veg Burger	1 Piece	
26	Veg Noodles (Meggie/Chowmin)	1 Plate	200 gms
27	Chhole Kulche/ Puri/Bhature/Pav Bhaji	1 Plate	2 Kulha/2 Bhature/ 4Puri With Chholle
28	Pasta	1 Plate	150 gms
29	Bread Pakora	1 Pc	100 gms
30	Aloo Bhonda (Kofta)	1 Pc	70 gm
31	Idli with Sambhar & Chutney	Two pieces of Idli	80 gms each
32	Masala Dosa With Sāmbhar and Chutney	1 Plate	Standard Size
33	Sada Dosa Sambhar Chutney	1 Plate	Standard
34	Sambhar, Vada and Chutney	1 Plate	2 Pcs
35	Paneer Dosa	1 plate	
36	Paneer Paratha With Aachar	1 Pcs	Standard Size
37	Aaloo Paratha With Aachar	1 Pcs	Standard Size
38	Water Bottle, Juice(Tetra pack), Soft Drinks, Chips, Biscuits, Chocolates etc		Standard Company
39	Dairy Product		Standard Company
40	Pastry	1 pcs.	
41	Aalu Petis	1 Pcs	
42	Paneer Petis	1 Pcs	
43	Gulab Jamun (Big)	1 Pcs	
44	Rusgulla (Big Size)	1 pcs	
45	Brakefast Pack 1 (Sweet,samosa/Kchori/Petis/Khaman, Wefers)		
46	Mawa Barfi	2 pcs	
48	Milk Cake/Kesar Barfi/Mawa Mithai	2 pcs	
49	Namkeen	50 gm	
50	Ice Creem		Branded
51	Brakefast Pack 2 (Sweets pcs-I, wafers, 1 Samosa/Kachori, Sandwich, Tetra pack Juice/Chach/Lassi/Flavored milk)		
52	Premium Thali in buffet (on Pre-Order) Tawa Roti with butter+ Naan/Lachha/ Tawa Parantha, Daal Makhni/Dal, Mix Veg, Paneer vegetable, Malai Kofta/Navratna Raita, Dahi bada, Veg	Buffet	

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	Biryani, Papad, Green Salad, Aachar, 1 pcs premium Sweet, 500ml mineral Water, Mouth Freshner, Tissue Paper.		
53	Special Thali in Box(on Pre-Order) Tawa Roti- 2(butter)+ Lachha/Tawa Parantha (Pcs), Daal Makhni, Mix Veg, Paneer vegetable, Raita, Pulav, Papad, Salad, Aachar, 1 pcs Sweet, 500ml mineral Water, Mouth Freshner, Tissue Paper.	1 pack	
54	Executive Thali Tawa Roti-4 (butter), Daal fry, Mix Veg, Shahi Paneer , Raita, rice, Papad, Salad, Aachar, 1 pcs Sweet, Mouth Freshner, Tissue Paper.	1 pack	
55	Thali Tawa Roti-4 (butter), Daal fry, Mix Veg, Raita, rice, Papad, Aachar, 1 pcs Sweet.		
56	Rajma Chawal/Dal Chawal		
57	Dal		
58	Paneer/Mix Veg Sabji		
59	Raita		
60	Chapati		
61	Chapati(with butter)		

* Institute committee shall be decided by the Executive Director.

Items other than above list may be added by RSBCL with mutual consent and rates will be finalized on the recommendation of the committee constituted by the RSBCL for this purpose.

Preference will be given to successful bidder for refreshment lunch arrangement in meeting in Auditorium of CoERRA building on the rates specified above.



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Chapter -4 INSTRUCTION TO BIDDERS (ITB)

1) Sale of Bidding/ Tender Documents

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

2) Changes in the Bidding Document

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

3) Period of Validity of Bids

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period may be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

4) Format and Signing of Bids

- a) Bidders must submit their bids physically at RSBCL head office within the timeline prescribed in bid document.
- b) All the documents should be digitally signed of authorized signatory.
- c) A Single stage-Two part/ cover system shall be followed for the Bid: -
 - a. Technical Bid, including fee details, eligibility & technical documents in Technical Envelop.
 - b. Financial Bid in Financial Bid Envelop.

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d) The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
1.	Covering Letter – Technical Bid	On bidder's letter head duly signed by authorized signatory
Fee Details		
2.	Bidding document Fee (Tender Fee)	Instrument/ Proof of submission
3.	Bid Security	Instrument/ Proof of submission
Eligibility Documents		
4.	TENDER FORM	As per Annexure-1
5.	Bidder's Authorisation Certificate	As per Annexure-2
6.	<u>SELF-DECLARATION</u>	As per Annexure-3
7.	<u>DECLARATION BY BIDDER</u>	As per Annexure-4

e) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Financial Bid – Covering Letter	On bidder's letter head duly signed by authorized signatory Annexure-5
2.	Financial Bid – Format	As per Annexure

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

5) Cost & Language of Bidding

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

6) Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

7) Bid Security

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

- In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the sealed technical bid.
- Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of

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- the bid security, must be acceptable to the procuring entity.
- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
 - g) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
 - h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
 - i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - a. when the bidder withdraws or modifies its bid after opening of bids;
 - b. when the bidder does not execute the agreement, if any, after placement of supply/work order within the specified period;
 - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
 - d. when the bidder does not deposit the performance security within specified period after the supply/work order is placed; and
 - e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
 - j) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
 - k) No interest shall be payable on the bid security.
 - l) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
 - m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
 - a. the expiry of validity of bid security;
 - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - c. the cancellation of the procurement process; or
 - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.
- 8) **Deadline for the submission of Bids**
- a) Bids shall be received, by the person, designated for the purpose, by the procuring entity or directly dropped in the bid box, at the place and up to the time and date specified in the NIB.
 - b) Normally, the date of submission and opening of bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the bids receiving and opening authority, the last date of submission or opening of bids is a non-working day, the bids shall be received or opened on the next working day.
- 9) **Withdrawal, Substitution, and Modification of Bids**
- a) If permitted, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover).
 - b) Bids withdrawn shall not be opened and processes further.
- 10) **Opening of Bids**
- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
 - b) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives

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shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.

- c) All the documents comprising of technical Bid/ cover shall be opened (only for the bidders who have submitted the prescribed fee(s) to RSBCL).
- d) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
 - a. bid is accompanied by bidding document fee, processing fee, bid security or bid securing declaration;
 - b. bid is valid for the period, specified in the bidding document;
 - c. bid is unconditional and the bidder has agreed to give the required performance security; and
 - d. other conditions, as specified in the bidding document are fulfilled.
- e. any other information which the committee may consider appropriate.
- e) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- f) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

11) Selection Method

- 3. The offers shall be evaluated and marked H1, H2, H3, in descending order as per the financial evaluation. In case H1 price is equal between 2 or more bidder than H1 will be decided on experience basis and if experience also equal than on turnover basis.

12) Clarification of Bids

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

13) Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

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

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- e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

b) Non-material Non-conformities in Bids

- a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, GST certificate, ISO Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- c. The bid evaluation committee may rectify non-material non conformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

c) Technical Evaluation Criteria

Bids shall be evaluated based on the compliance of the documents submitted in the technical bid.

d) Tabulation of Technical Bids

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

14) Evaluation & Tabulation of Financial Bids

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

- a) The Financial Bids of the bidders who qualified in technical evaluation shall be opened at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
- b) The process of opening of the financial Bids shall be similar to that of technical Bids.
- c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) Conditional Bids are liable to be rejected.
- e) The offers shall be evaluated and marked H1, H2, H3 etc. H1 being the most advantageous bid and then others in descending order;
- f) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- g) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- h) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

15) Correction of Arithmetic Errors in Financial Bids

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

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

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- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

16) Price/ purchase preference in evaluation

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

17) Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted.
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

18) Exclusion of Bids/ Disqualification

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
 - a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - d. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - e. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
 - a. communicated to the concerned bidder in writing;
 - b. Published on the State Public Procurement Portal, if applicable.

19) Lack of competition

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry

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friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -

- a. the Bid is technically qualified;
 - b. the price quoted by the bidder is assessed to be reasonable;
 - c. the Bid is unconditional and complete in all respects;
 - d. there are no obvious indicators of cartelization amongst bidders; and
 - e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.
 - c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
 - d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

20) Acceptance of the successful Bid and award of contract

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period of time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- i) The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

21) Information and publication of award

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

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

The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and

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reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

23) Right to vary quantity

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

24) Performance Security

- a) Prior to execution of agreement, Performance security shall be solicited from successful bidder(s) except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security shall be according to the rule 75 of RTTP act (Performance security).
- c) Performance security shall be furnished in any one of the following forms: -
 - a. Bank Draft or Banker's Cheque of a scheduled bank;
 - b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 - c. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
 - d. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d) Performance security furnished in the form specified in clause [a.] to [d.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
 - a. When any terms and condition of the contract is breached.
 - b. When the bidder fails to make complete supply satisfactorily.
 - c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
 - d. Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
 - e. No interest shall be payable on the PSD.

25) Execution of agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.

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

26) Confidentiality

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

27) Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it
 - a. at any time prior to the acceptance of the successful Bid; or
 - b. after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder whose Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
 - a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
 - b. Rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

28) Code of Integrity for Bidders

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity include provisions for: -

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- a. Prohibiting
 - i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - iii. any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
 - iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
 - v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 - vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - vii. any obstruction of any investigation or audit of a procurement process;
- b. disclosure of conflict of interest;
- c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
 - a. exclusion of the bidder from the procurement process;
 - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - c. forfeiture or encashment of any other security or bond relating to the procurement;
 - d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
 - e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

29) Interference with Procurement Process

A bidder, who: -

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

30) Appeals

- a) Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
 - a. Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings;
 - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.

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- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be : First Appellate Authority: Joint Secretary, Finance or as determined by GoR
Second Appellate Authority: Secretary (Budget) Finance Department, GoR
- f) Form of Appeal:
 - a. Every appeal under (a) and (c) above shall be as per specified format along with as many copies as there are respondents in the appeal.
 - b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- g) Fee for Appeal: Fee for filing appeal:
 - a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 - b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:
 - a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - i. hear all the parties to appeal present before him; and
 - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
 - i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

31) Stay of procurement proceedings

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

32) Vexatious Appeals & Complaints

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

33) Offenses by Firms/ Companies

- a) Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to

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be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) For the purpose of this section-
 - a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and
 - b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

34) Debarment from Bidding

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
 - a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

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Chapter- 5 GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

1) Interpretation

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

2) Language

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

3) Notices

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

4) Governing Law

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

5) Scope of Supply

- a) Subject to the provisions in the bidding document and contract, the function of Cafeteria should be started within 10 days from the work order of RSBCL.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.

6) Supplier's/ Selected Bidder's Responsibilities

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

7) Contract Price

- a) The price quoted must be inclusive of all taxes (excluding GST), levies, charges, Service Tax etc. as per applicable and it also includes any other legal liabilities which may be in force at present.
- b) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

8) Payment terms, Deliverables and penalty:

- i. Initially, the contract shall be valid for two years and the same can be extended for one year on

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mutual consent.

- ii. It will be necessary for the successful bidder to deposit the monthly rent within 07 day of the beginning of the month. Not depositing will cause of penalty i.e. Rs 100/- per day.

Note: Maximum penalty cap is 10% of the payment cycle. If for three consecutive payment cycle max. penalty of 10% is imposed than in 3rd payment cycle, as per actual penalty shall be imposed and notice for termination of contract to the firm shall be issued.

9) Recoveries from Supplier/ Selected Bidder

- a) Recovery of liquidated damages, breakage of property of RSBCL, CoERRA Building etc. shall be made ordinarily from bills.
- b) The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with RSBCL.
- c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

10) Taxes & Duties

- a) The TDS, GST etc., if applicable, shall be deducted at source/ paid by RSBCL as per prevailing rates.
- b) The Service Provider will have to ensure that no worker/employee deputed on the services under this bid is below the age of 18 years. If any worker/employee is found to be below the age of 18 years, the Service Provider will be held responsible for it.

11) Confidential Information

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

12) Sub-contracting

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

13) Force Majeure

- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if

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and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

14) Termination

1. Termination for Default

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

2. Termination for Insolvency

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

3. Termination for Convenience

- i. RSBCL, by a written notice of at least 30 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

15) Settlement of Disputes

- a) General: If any dispute arises between the supplier/ selected bidder and RSBCL 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 concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/ selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder.

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- b) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.



Chapter 6-Special Condition of Contract

1. The Successful Bidder will get Photo Identity Card-cum-Entry pass issued to the its personnel. verified from the Authority.
2. Successful Bidder will pay wages to labor not less than as per provision of Rajasthan Labour Act.
3. The Successful Bidder's personnel working should be polite, energetic and efficient, while handling the assigned work. In case, the person employed by the Agency commits any act of omission/commission that amounts to misconduct/ indiscipline/incompetence, the Agency will be liable to take appropriate action against such person, including their removal from site of work, if required by RSBCL.
4. RSBCL shall not be responsible for any financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
5. The Agency would be responsible for the character and conduct of its personnel.
6. RSBCL shall be at liberty to place order for providing services for which the tender has been accepted by indicating a service schedule spread over the full duration of contract, or may place order in parts
7. RSBCL has right to recover losses of RSBCL property incurred by any action of the contractor's personals.
8. Contractor shall be solely responsible for maintenance of inventory in full force and effect at its expense.
9. The provisions of RTPP Act 2012, RTPP Rules 2013 and G.F&A.R. shall be applicable. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and RTPP Rules 2013 and G.F&A.R. the later shall prevail.



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ANNEXURE-1: TENDER FORM {to be Submitted in Technical bid Envelop }

I. Addressed to:

a.	Name of the procuring entity	Executive Director, RSBCL, Jaipur
b.	Address	As mentioned in _
c.	Telephone	As mentioned in _
d.	e-Mail	As mentioned in _ (clearly mention the NIT no. in the subject of the mail)

II. NIB Reference:.....Dated

III. Other related details: -

1.	Name of Bidder					
2.	Name & Designation of Authorized Signatory					
3.	Registered Office Address					
	Telephone Nos. / Mobile					
	Website			Email		
4.	Rajasthan center (if any)	Address				
		Phone				
		Contact Person				
5.	Jaipur center (if any)	Address				
		Phone				
		Contact Person				
6.	Year of Establishment					
7.	Nature of the Firm	Public Ltd.	Private Ltd.	Partnership	Proprietary	Any other
	Put Tick (☐) mark					
8.	Any other details in support of your offer					

Note: Please attach list of offices & centers situated in Rajasthan along with address and phone & Fax numbers. Pls. attach proof in support of details stated above.

Annual Turnover during last three years (as stated in the eligibility criteria, attach proof at page no.):

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IV.

financial year	Total Turnover (Rs. In Lacs)	CA Certificate with UDIN Submitted? (yes/ no)
2021-2022		
2022-2023		
2023-2024		
Average Annual Turnover		

V. The Cost of Tender amounting to Rs. -----/- (Rupees ----- Only) has been deposited by RTGS/NEFT/ECS dated in favour of the RSBCL, Jaipur payable at Jaipur.

VI. I/we have applied for this tender and following documents are attached towards the proof of Bid Security in favour of RSBCL, payable at Jaipur. I/we also fulfill the eligibility criteria as mentioned in this tender document:

SNo	Bid Security Amount (in Rs.)	RTGS/NEFT/ECS / Bank Guarantee/DD/Bank er's Cheque	No. with date
I.	Rs 15000.00(As per Annexure-3)		

VII. Registration

S.No	Registration	Registration No
1	Registration number under Rajasthan Shops and Commercial Registration Establishment Act, 1958 or Registration under Indian Partnership Act 1932 or Registration under the Companies Act 1956/2013 OR Registered Firm under any other Act of State/ Union, as applicable for dealing in the subject matter of procurement.	

VIII. Bank Account detail of Bidder :-

Name of Account Holder	Bank Account Number	Bank name and branch	Bank branch address	IFS Code

IX. The rate for the complete work mentioned as prescribed has been mentioned separately in the financial bid.

X. The rates quoted are applicable up to 90 days from the date of opening of technical bid of tender document. This validity can be extended with mutual agreement.

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- XI. The Permanent Income Tax No. (PAN) has been submitted.
- XII. We agree to abide by all the terms and conditions and eligibility criteria/pre-qualification mentioned in this NIB issued by the Procuring entity and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

Name & Seal of the firm:

Authorized Signatory:

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke.

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ANNEXURE-2: BIDDER'S AUTHORIZATION CERTIFICATE {to be Submitted in Technical bid Envelope}

To,
{Procuring entity}.

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No. dated. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: - Verified Signature: Authorised Signatory: -

Seal of the Organization: -

Date: Place:



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ANNEXURE-3: SELF-DECLARATION {to be Submitted in Technical bid Envelop }

To,
{Procuring entity},

In response to the NIB Ref. No.

dated for

{Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. Of

I/ We hereby declare that presently our Company/ firm, at the time of bidding: -

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

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

Thanking you,

Name of the Bidder: -
Authorised Signatory: - Seal
of the Organization: - Date:
Place:



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ANNEXURE-4 DECLARATION BY BIDDER {to signed by selected bidder} (to be Submitted in Technical bid Envelop)

I/We declare that I am/we are having all the required resources and all the required valid licenses for which I/We have quoted. We are not blacklisted / debarred by any Procuring Entity in last five years.

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

Name of the Bidder: -
Authorised Signatory: - Seal
of the Organization: -Date:
Place:



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ANNEXURE-5: FINANCIAL BID COVER LETTER & FORMAT COVER LETTER {to be submitted by the

bidder on his Letter head}

To,
{Procuring Entity},

Reference: NIB No.: Dated: _Dear Sir,

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

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

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

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

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

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

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

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

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

Date:

Authorized Signatory

Name:

Designation:



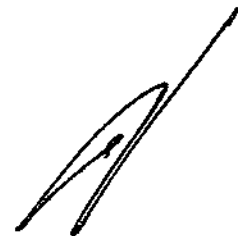
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Financial Bid Format (to be submitted in Financial bid Envelop)

Processing Authority: Executive Director, RSBCL
Name of Work:
NIB Ref. No.: dated
Bidder Name:
PRICE SCHEDULE

Table 1:

Sr. No.	Item Description	Base Rate in Rs.	Total Amount with Taxes	Total Amount in Words
1	2	3	4	5
1.	Monthly Rent of Cafeteria			
Quoted Rate in words				



Annexure A : Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- a. have controlling partners/ shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of the Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

Doc1



Appendix B: Procedure of Appeals

- (A) The designation and address of the First Appellate Authority is CMD, RSBCL
(B) The designation and address of the Second Appellate Authority is Finance Department, GoR.

1) Filing an appeal-

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 First Appellate Authority, as specified in Clause 37 within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful 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 Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- 2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.
- 3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), 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 Second Appellate Authority in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- 4) **Appeal not to lie in certain cases-** No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
- determination of need of procurement;
 - provisions limiting participation of Bidders in the Bid process;
 - the decision of whether or not to enter into negotiations;
 - cancellation of a procurement process;
 - applicability of the provisions of confidentiality.
- 5) **Form of Appeal-**
- An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
 - 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.
 - 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.
- 6) **Fee for filing appeal-**
- 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.
 - The fee shall be paid in the form of RTGS/NEFT/ECS
- 7) **Procedure for disposal of appeal-**
- 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.
 - On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall:-
 - hear all the parties to appeal present before him; and
 - peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - 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.
 - The order passed under sub-clause (c) above shall also 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:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

1. 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:

.....

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

.....

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

6. Grounds of appeal:

.....

..... (Supported by an affidavit) Prayer:

.....

.....

.....

Place

Date

Appellant's Signature



Annexure C : Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

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

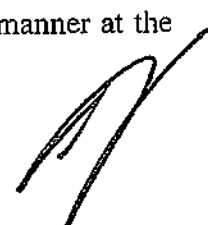
If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- i. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- ii. In case of procurement of Goods/services or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods/services of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods/services)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose bid is accepted.



DRAFT AGREEMENT FORMAT

{to be signed by selected bidder and procuring entity}

An agreement made this _____ day of _____ between _____ (hereinafter called "the Supplier"), which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and the Governor of Rajasthan/ _____ [name of the Procuring Entity if other than a department of the State Government (hereinafter called "the Procuring Entity") which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

WHEREAS the Procuring Entity invited Bids for certain Services, viz.,

_____ and has accepted a Bid submitted by the Supplier for the supply of those Services for the sum of _____ [amount in figures and words] (herein after "the Contract Price"). NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) The Procuring Entity's Notification to the Supplier of Award of Contract;
- (b) The Bid Submission Sheet and the Price Schedules including negotiated Price, if any, submitted by the Supplier; (c) The Special Conditions of Contract;
- (d) The General Conditions of Contract;
- (e) The Schedule of Supply;
- (f) Instructions to Bidders;
- (g) The Notice Inviting Bids;
- (h) _____

In the event of any discrepancy or inconsistency within the Contract documents, the documents shall prevail in the order listed above.

2. In consideration of the payments to be made by the bidder to the Procuring Entity as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

3. The bidder hereby covenants to pay Procuring Entity in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Bid for Running Cafeteria in CoERRA Building in CoERRA Building

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Central and the State Government on the day, month and year first mentioned herein before.

Witness 1

Witness 2

Signed by: _____ (for the Supplier)

Name _____

Designation _____

Address _____

Witness 1

Witness 2

Signed by: _____

(for the Procuring Entity)

(On behalf of Governor of the State of Rajasthan)

Name _____

Designation _____

Address _____

A large, stylized handwritten signature in black ink, consisting of a large loop and a trailing stroke.