Online Open Competitive Bid (NIB No. 63)

Department of Tourism, Government of Rajasthan as part of tourism promotion strategies plan to take part at International Travel Mart - FITUR being held in Madrid (Spain) from 18 - 22 January, 2017. Rajasthan Tourism intends to get a pavilion erected for display of tourism products of the State inviting private sector tourism to share the space.

Online Open Competitive Bids under two envelope bidding process are invited from reputed, interested, eligible and experienced firms for construction and setting up of Rajasthan Tourism pavilion in FITUR.

<table>
<thead>
<tr>
<th>Name of Work</th>
<th>E-Bid invited from</th>
<th>Estimated cost of work</th>
<th>Bid Security Amount</th>
<th>release of Bid Advt.</th>
<th>Time &amp; last date for submissio n of bid document</th>
<th>Time and date for opening of technical bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction and setting up of Rajasthan Tourism pavilion at FITUR, Madrid (spain).</td>
<td>Reputed Stand Constru ction Firms</td>
<td>Rs. 20 lacs</td>
<td>Rs. 40,000/-</td>
<td>26/12/2016</td>
<td>Up to 12.00 Noon on 03/01/2017</td>
<td>2.00 PM on 03/01/2017</td>
</tr>
</tbody>
</table>

This Bid Document can be downloaded from http://eproc.rajasthan.gov.in http://sppp.raj.nic.in (e-procurement portal of the State government) and tourism.rajasthan.gov.in. Duly filled bids can be submitted online latest by 03/01/2017 by 12 noon. Demand draft of Rs 1000/- for E-bid processing fee in favor of MD, RISL, Jaipur and Bid Document Fee Rs.1000/- in favour of Director Tourism, Jaipur have to be deposited by 12 noon on 03/01/2017 in this office.

- Sd. -

(Dr. Rajesh Sharma)
Director, Tourism
Online Open Competitive Bid

Online Open Competitive Bid under two envelope bidding process for construction and setting up of Rajasthan Tourism pavilion at FITUR, Madrid (Spain).

### SCHEDULE OF BID PROCESS

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Scheduled Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of Bid Advertisement</td>
<td>26/12/2016</td>
</tr>
<tr>
<td>Last Date for submission of online Bid</td>
<td>03/01/2017 up to 12.00 p.m.</td>
</tr>
<tr>
<td>Date &amp; Time of Opening of Technical Bids</td>
<td>03/01/2017 at 02.00 p.m.</td>
</tr>
<tr>
<td>Date and Time of opening of Financial Bids</td>
<td>To be apprised later</td>
</tr>
<tr>
<td>Bid Application Fee (DD should be drawn in favor of &quot;Director, Department of Tourism&quot; from any Nationalized / Scheduled Bank, Payable at Jaipur)</td>
<td>Rs. 1,000/-</td>
</tr>
<tr>
<td>RISL fees (DD should be drawn in favour of M.D. RISL from any nationalized scheduled bank payable at Jaipur)</td>
<td>Rs. 1000/-</td>
</tr>
<tr>
<td>Date of Award of Contract</td>
<td>After finalization of financial bid</td>
</tr>
<tr>
<td>Execution of the Work</td>
<td>As per work order</td>
</tr>
<tr>
<td>Bid Security</td>
<td>Rs. 40,000/-</td>
</tr>
</tbody>
</table>

(Either in the form of a DD drawn in favor of "Director, Department of Tourism, Government of Rajasthan", payable at Jaipur or in the form of an irrevocable Bank Guarantee issued by one of the Nationalized/Scheduled Banks in India and having branch in Jaipur. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.)
SCOPE OF WORK & TERMS OF REFERENCE

Department of Tourism is actively engaged in promoting and marketing Rajasthan in the Foreign Tourist Markets. In this regard, the department is seeking the services of the reputed organizations in the business of Pavilions Construction to undertake construction and setting up of Rajasthan Tourism pavilion for at FITUR, Madrid (Spain), 18 - 22 January, 2017. A basic design is enclosed with the bid document. Department would hire raw space about 98 sq. m. at the mart. The design will be suitably adapted to accommodate 8 - 10 co-exhibitors.

Scope of work:

1. The bidder will be required to construct and set up the structure of Rajasthan Tourism pavilion as per design and material specifications given at appendix 'A' in this bid document. The material used should be of international standards and as per norms applicable for the travel marts. The design can be suitably modified for a given dimension (different creatives- backlit / frontlit etc can be used alternatively) as per requirements of the event.
2. The pavilion should be in sync with the theme of the new marketing campaign of Rajasthan Tourism.
3. At back wall of the stall, there would be digital LED wall / LED TV as per specifications attached. This LED wall would be of 3.2 mm pixels configuration. AV promotional material of Rajasthan Tourism will be displayed on this.
4. The entire area hired for stall fabrication should be easily accessible and visible. There should be ample space for main exhibitor and co-exhibitors.
5. A proper and concept based reception table counter for main exhibitor to be made.
6. Provide suitable number of chairs for main exhibitor, round tables for partnering co-exhibitors (specifications given in this bid). The number of the co-exhibitors could be 8-10.
7. Welcome lounge with sofas and centre table as per specification.
8. Proper facia / s to be put up at the pavilion.
9. Proper storage area for publicity material as per specification.
10. Visitor's register, fish bowl, toffees, tea-coffee, cookies for about 20 visitors at the event, dustbins, daily cleaning, note pads / pens /
pencils for main exhibitor, photography of the pavilion during event (10-15 good photographs) etc. are part of work.

11. Raised platform for stall area as per specification.

12. Display of front lit / back lit hi-resolution images in the inner walls of the pavilion approved by Department of Tourism as per specifications. Creative design is enclosed for reference.

13. There should be provision of folk artist's performances (up to 10 artists). The artists will be provided by the Deptt.

14. Electrical fixtures for illumination of the pavilion as per specifications and as per size. Power points for main and co-exhibitors as per requirement.

15. The bidder will be responsible to supervise the execution of work at site and manage the stall during the event.

16. **The pavilion structures will be on hire basis.**

17. Maintenance and replacement of broken parts of the stand during the mart.

18. Dismantling, cleaning the stand after the event is over.

19. Carry Rajasthan Tourism Publicity Material such as brochures, booklets, posters, CD’s etc. at the mart. This material will be distributed by the duty officers/staff of the Dept. at the exhibition stand.

20. Time for completion of the work : 6 hours prior to the event.

21. Only ten days time will be given after issue of work order. The pavilion should be ready in respects by 17th Jan., 2017.
Annexure - 'A' (Indicative Design of the Pavilion is enclosed herewith.)

Structural and materials specifications (work on turnkey and hire basis)

1) Platform – 100 mm raised platform with ramp (as per stall area.)
2) Flooring – 1.5 mm thick linoleum / vinyl flooring (as per stall area.)
3) Display panels (back to back finish) – 80 mm thick – 1200 mm W X 2400 mm height – 4/8 nos - : metal fabricated structure – clad with waterproof high quality ply wood or MDF – Royal paint finish or similar material (as per stall size).
4) 1200 mm X 1200 mm X 3050 mm H Storage area with display - 1 nos or as per stall size
5) Wall framing – 25 mm X 25 mm MS tube framing clad with 6 mm ply wood with paint finish - 9900 mm X 3050 mm - 1 nos (as per stall area.)
6) Display panel – UV printed on self-adhesive vinyl - mounted on 6 mm Foam board - clad on the backdrop wall with the 8 mm SS spacer – Size 1200 mm X 900 mm - 10/14 nos or as per stall size
7) Branding Facia back to back finish – back lit unit –
   a) 6000 mm H X 600 mm - 1 nos
   b) 2000 mm H X 600 mm - 1 nos
   c) or as per stall area.
8) Ceiling structure with concealed (150 mm dia LED) lights – MS fabrication and 20 mm ply wood (as per stall area.)
9) LED wall – P4 – 2440 mm W X 1830 mm H – 1 nos with PA system
10) Reception counter – 1000 mm H X 1525 mm W X 1220 mm D or as per stall size
11) Furniture (as per stall size)
   a) Lounge area furniture –
      • 2 seat sofa – 1 no
      • Single seat sofa - 2 nos
      • Center table – 1 no
   b) Co exhibitor table – round glass table – as per the requirement
   c) Chairs – 2 chairs per co-exhibitor
   d) Bar stool – 3 nos
Eligibility (Pre-qualification) Criteria

1. The bidder must either be exclusively an organization doing such assignments or an organization having exclusively defined division within the company which handles such assignments.
2. The minimum turnover of the firm should be an average of Rs.150 lacs per annum in last three years i.e. in 2012-13, 2013-14 and 2014-15 or 2013-14, 2014-15 and 2015-16.
3. 5 years previous experience in this field is necessary.
4. The firm must have executed stall fabrication related works for at least 10 exclusive events of tourism sector in last five years.

Bid Evaluation and Selection Procedure

1. Bidders meeting the pre-qualification criteria shall be shortlisted.
2. Shortlisted bids will be evaluated and examined by the department.
3. Financial bids of only the pre-qualified and technically qualified bidders would be opened.
4. The bidder quoting the lowest rate in its financial bid shall be awarded the contract. Shortlisted and qualified bidders will be intimated the date and time of opening of financial bids.

General Terms and Conditions

1. The bid offers shall be submitted online in prescribed envelopes, containing the creative + technical and financial bids separately. The copy of DD of Rs.1,000/- as bid fee and copy of DD of Rs.40,000/- for bid security in favour of Director, Tourism, Jaipur and copy of DD of Rs.1000/- for bid processing fee in favour of MD RISL, Jaipur shall have to be attached along with the technical offer.
2. There would be financial quote for construction and setting up of pavilion on turnkey and hiring basis. The rate includes construction, set up, maintenance, storage, transport of men and material, fixing dismantling etc. If the size of the pavilion varies, payment would be made proportionally.
3. The bidder quoting lowest rate for the works mentioned in financial bid format may be considered for the work.
4. The bidder would be responsible for all risks involved in fabrication and maintenance of the stall. For any accident or mishap due to poor fabrication of the stall, the bidder would be solely responsible.

5. All costs incurred by the bidder in respect of submission of offer on making of the agreement shall be borne by it.

6. Successful bidder will have to deposit performance guarantee equal to 5% of the total value of the work order within seven days of issue of work order. No interest will be paid on these deposits. The bid security deposited earlier will be adjusted against the performance guarantee which will be refunded after successful completion of the contract.

7. An agreement on non judicial stamp paper worth Rs.1000/- would be signed between the department and the successful bidder within seven days from issuance of work order. This agreement may be extended on mutual consent and satisfactory services as per RTPP rules.

8. The applicable norms and specifications of event organizers will have to be abided by the bidder.

9. Electricity consumption charges shall be borne by the Department. If these are borne by the bidder for some reasons, the same shall be reimbursed on submission of actual bills. No separate charges will be paid on account of electrical fixtures, power points, service tax etc.

10. The pavilion should be ready in all respects before 6 hours prior to the event on 17 Jan, 2017.

11. Penalties would be imposed in case of delayed or faulty services as per provisions of GF&AR, RTPP rules and as decided by Department.

12. All clearances, approvals, NOC'S for events/firm staff/ material etc. will have to be managed by bidder itself. Department of Tourism may however issue letters of authorization, if so required.

13. For any query or clarification the interested agencies may meet the undersigned or mail the queries at cotraj@gmail.com, adotadm@gmail.com and mktg.rajasthan@tourism@gmail.com before submitting the offers.

14. Where ever specific terms and conditioned have not been spelt out in bid document, General Finance and Accounts Rules and RTPP Rules of the State government shall apply.

15. The offer document shall be signed by authorized signatory of the submitting firm with date and seal.

16. Bids received after the due date and time will not be considered. The Director, Tourism, Government of Rajasthan Jaipur reserves the right to accept or reject any offer or its part at any stage without assigning any reasons thereof.

17. Request for Advance payment as except otherwise specified in the bid will not be considered.

18. Payment will be made by way of electronic transfer of billed and passed amount in the bank account of the agency in Indian Rupees.
The bills should be submitted clearly indicating the agency’s charges and the tax component as applicable and as per actual.

19. For facilitating Electronic Transfer of funds, the selected Pavilion Construction Agency will be required to indicate the name of the Bank & Branch, account number (i.e. bank name, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled, to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected firm.

Other Important Information:

I. Period of validity of this bid is 3 months from the closing date for submission of the proposals.

II. **Conditional, erroneous and incomplete Bids will be rejected outright.**

III. The cost/rates should be valid for up to the period of the contract.

**Penalty Clause:**

Any delays in delivery from the time schedule finalised by the Deptt. for items of works listed in the Scope of Work and the work order or underperformance would invite a penalty to be imposed upon the agency as per the provisions of GF&AR, including forfeiture of Security Deposit. Serious lapse in responsibilities may also lead to blacklisting of the firm, as may be deemed fit by the Deptt. of Tourism, Govt. of Rajasthan.

**Termination:**

Deptt. of Tourism may terminate the Contract of the Pavilion Construction Firm in case of the occurrence of any of the events specified below:

I. If the Agency becomes insolvent or goes into compulsory liquidation.

II. If the Agency, in the judgment of Deptt. of Tourism, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

III. If the Agency submits to the Deptt. of Tourism a false statement which has a material effect on the rights, obligations or interests of Deptt. of Tourism.

IV. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Deptt. of Tourism.

V. If the Agency fails to provide the quality services as envisaged under this Contract. Reasons for the same would be recorded in writing. In case of such an occurrence Deptt. of Tourism shall give a written advance notice before terminating the Contract of firm.

**Force Majeure:**

I. Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or
disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.

II. A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

**Arbitration:**

(i) In event of any dispute or difference between the Deptt and the Agency, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Deptt. of Tourism. The provision of Arbitration and Conciliation Act, 1996 (No.26 of 1996) shall be applicable to the arbitration. The Venue of such arbitration shall be at Jaipur or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the “Award”), which shall be final and binding on the Deptt. and the Agency. The cost of the arbitration shall be shared equally by the Deptt. and the Agency to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

(ii) Pending the submission of and /or decision on a dispute, difference or claim or until the arbitral award is published; the Deptt. and the Agency shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

(iii) The first appellant authority is Principal Secretary, Tourism and second appellant authority is Finance Department as per RTPP Rules 2013.

**Jurisdiction:** The contract shall be governed by laws of Rajasthan/India and all Government rules on purchase matter issued from time to time and in force for the time being are applicable to this contract tender.

-Sd.-
(Dr. Rajesh Sharma)
Director, Tourism
Government of Rajasthan
I / We have read and understood the terms and conditions of the bid document carefully and we have put signatures on each page of the bid as an acceptance.

Signature of the bidder with date

Name:
Firm:
Address:
To,

The Director
Department of Tourism
Government of Rajasthan
Hotel Khasa Kothi Campus
M I Road, Jaipur

We, the undersigned declare that:

1. We have examined the bidding document.
2. If our bid is accepted, we commit to deposit a performance security.
3. We are not participating as bidders in more than one bid in this bidding process.
4. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the State Govt. or the procuring entity.
5. We understand that this bid, together with your written acceptance shall constitute a binding contract between us, until a formal contract is prepared and executed.
6. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
7. We agree to permit the procuring entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the procuring entity.
8. We declare that we have complied with and shall continue to comply with the provisions of the code of integrity for bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this bidding document in this procurement process and in execution of the contract.
9. We accept to abide by the conditions and additional information of the bid released by Director, Tourism.
10. Following documents have been uploaded along with this technical bid:
    i) Bid document with signature and seal.
    ii) Photocopy of three Banker Cheques / DD / Cash Deposit etc. towards bid security amount, bid fee and bid processing fee.
        a) DD / Banker Cheque/ Cash Deposit Receipt etc. of Rs. 40,000/- for 2% bid security in favour of Director, Tourism.
b) DD / Banker Cheque / Cash Deposit Receipt of Rs.1000/- for bid fee in favour of Director, Deptt. of Tourism, Jaipur.

c) Rs.1000/- for E bid processing fee in favour of MD RISL, Jaipur.

iii) Photocopy of latest Service Tax clearance certificate up to 31.3.2015 and PAN Card issued by Income Tax Dept. have been uploaded.

iv) Experience certificate of five years having done similar work in this field has been uploaded.

v) Final accounts audited by CA for Turnover for past three years (2012-13, 2013-14, 2014-15 or 2013 -14 to 2015 -16) for similar work have been uploaded.

vi) Necessary information related to human resources has been uploaded.

vii) If the firm is a small scale industry unit (SSI), then the copy of registration as small scale unit issued by competent authority has been uploaded.

viii) Declaration letter of being bona fide manufacturer / dealer on letter head of the firm has been uploaded.

ix) Declarations by the bidder as per rule 7 of RTPP act and the declarations of compliance with the code of integrity and no conflict of interest (attach annx. A &B) have been uploaded.

x) If the bidder is a firm/company, then the authorization letter of authorized representative containing his name, address and status with signature have been uploaded. Deptt. will not contact anyone else in this regard.

xi) We, the bidder will deposit three original DD / Banker Cheques as per clause 10 to this Deptt. In sealed envelope by 12 pm on 3 Jan., 2017. DD / Banker Cheques submitted later than the scheduled time shall not be considered.

**Signature of the Bidder with Seal**
*(Name, Address, Phone No.)*
Technical data sheet for bid evaluation for construction and setting up of Rajasthan Tourism pavilion at FITUR, Madrid (Spain), 18 - 22 January, 2017.

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Description</th>
<th>Details - mention page numbers clearly</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name &amp; Address of the Firm Tel/Fax/email, Mob.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Date of Establishment of company (enclose evidence)</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Nature of Organization: whether exclusive designing and fabrication or separate division. (Enclose details)</td>
<td></td>
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<tr>
<td>5.</td>
<td>Total work experience in the field (In years) (Min. 5 yrs.)</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>List of such exclusive events in last Five years. Attach list with brief details and proof of work done, copies of work orders, payments proof (10 exclusive events).</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Is bidder in proprietorship, partnership or registered under the Companies Act. Please give details &amp; enclose Certificate</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Branches (enclose details with address &amp; telephone no.)</td>
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</tr>
<tr>
<td>10.</td>
<td>Service-Tax and VAT Registration details</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Professional set up (Complete details of staff, Designers &amp; others) Enclose list. (Separate sheet for technically qualified staff)</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>List of present clients &amp; sample of recently done works (enclose)</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Financial Format attached. Yes / NO</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>RISL Fee, Rs.1000/- details</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>2% Bid Security amount Rs.40,000/-, details</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Bid Document fee Rs. 1000/- details</td>
<td></td>
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</tbody>
</table>

This is certified that I have read and understood the enclosed brief and other terms & conditions and the supporting documents have been enclosed. The information given by me is true to the best of my knowledge. My bid offer may be rejected at any stage if it is found that the facts and documents enclosed by me are not correct.

Signature on behalf of firm with seal
**Financial Bid** format for construction and setting up of Rajasthan Tourism pavilion at FITUR, Madrid (Spain).

(Amount in Rs.)

<table>
<thead>
<tr>
<th>Details</th>
<th>Rate on turnkey and for hiring basis including taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction and Setting up of Rajasthan Tourism Pavilion (Per Square meter)</td>
<td></td>
</tr>
</tbody>
</table>

**Signature on behalf of the firm with seal**
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.
Annexure-B

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to ...... for procurement of in response to their Notice Inviting Bids No ............... Dated ............... 1/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we 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;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date: _____________________________ Signature of bidder
Name: ____________________________
Place: _____________________________ Designation: ____________________________
Address: ____________________________
Annexure C

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is …………..

The designation and address of the Second Appellate Authority is …………..

(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 the Bidding Document 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 tilled 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 Endeavour 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 specified in the Bidding Document 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:-
   (a) determination of need of procurement;
   (b) provisions limiting participation of Bidders in the Bid process;
   (c) the decision of whether or not to enter into negotiations;
   (d) cancellation of a procurement process;
   (e) applicability of the provisions of confidentiality.
(5) Form of Appeal
   (a) 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.
   (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.

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

(7) 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 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 No ........of ...........

Before the ................................ (First/Second Appellate Authority)

1. Particulars of appellant:
   (i) Name of the appellant:
   1. Official address, if any:
   2. Residential address:

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

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

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

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

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

7. Prayer:

   Place .................
   Date .................

   Appellant's Signature:
Annexure D:

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) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
   (ii) 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.
   (iii) In case of procurement of Goods 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 25%
of the value of Goods 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)**

(i) 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.
Rajasthan Domestic Exhibition Stall Design - 2016
Specification: 10m x 6m
- Co-participant Reception
- LED Display
- VIP Lounge
- Displays panels
- Greenery