

Government of Rajasthan
Department of Tourism
Khasa Kothi Campus, M.I. Road, Jaipur-302001
Telfax- 0141-5155100 Telephone 0141-5155111, 117
www.rajasthantourism.gov.in/Email-dotfestivals@gmail.com

No. F.4 (85) Fairs & Festivals/DOT/

Dated : 12.07.2016

E-Bid Notice for Empanelment of Event Management Agencies
(Bid No. 49/2016-17)

Department of Tourism, Government of Rajasthan is interested to empanel the Event Management Agencies. Interested Event management Agencies with proven experience and credential of Event Management and other related organization of various works done at National and International level can participate in bid process.

Name of Work	Estimated cost of work	Bids invited from	Bid Security	Time & last date for submission of Bid	Time and date for opening of technical bid
Organisation of Various Events for Rajasthan Tourism	Rs. 500 lacs	Reputed Event managers	2% of the estimated cost of work	22.08.2016 Up to 11.30 AM	22.08.2016 at 12.30 PM

The E Bid form can be downloaded from <http://eproc.rajasthan.gov.in>, sppp.rajasthan.gov.in, and www.rajasthantourism.gov.in. Demand draft of Rs.1000/- as e bid processing fee will have to be deposited in favour of MD, RISL, Jaipur and Rs.1000/- as bid document fee in favor of Director, Department of Tourism, Rajasthan, Jaipur should be deposited in Department of Tourism before scheduled time.

Director Tourism

E-BID DOCUMENT

FOR

EMPANELMENT OF EVENT MANAGEMENT

AGENCIE(S) FOR ORGANISING

VARIOUS EVENTS FOR

RAJASTHAN TOURISM

Directorate of Tourism
Government of Rajasthan
Khasa Kothi, MI Road, Jaipur-1
+91-141-5155100
cotraj@gmail.com

Tender No:- No.F4(85)F & F/DT/2016-17/

Date of Issue: 12.07.2016

Date of Submission: 22.08.2016

Government of Rajasthan
Department of Tourism
 Khasa Kothi , M.I. Road, Jaipur-302001
 Telefax- 0141-5155100 email cotraj@gmail.com

Invitation for Empanelment of Event Management Agencies
(Bid No. 49/2016-17)

SCHEDULE OF TENDER PROCESS

Event Description	Scheduled Date
Release of Bid	12/07/2016
Last Date of Receiving Queries	18/07/2016
Pre-Bid Conference	19/07/2016
Department's Response to Queries	21/07/2016
Last Date for receipt of Applications to Department of Tourism for purchase of bid Documents/ Issuance of bid document (One day before)	19/08/2016 upto 04.30 p.m.
Due date Time of Opening Bids (Outer Envelope & Envelope I)	22/08/2016 at 12.30 p.m
Date of Presentation	To be Apprised later on
Tender Application Fee <i>(DD should be drawn in favor of "Director, Department of Tourism" from any Nationalized / Scheduled Bank, Payable at Jaipur)</i>	Rs. 1000/-
RISL fees (DD should be drawn in favour of M.D. RISL from any nationalized scheduled bank payable at Jaipur)	Rs .1000/-
Bid Security <i>(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 as further detailed in Section 2.13 of instruction to Applicants)and should be valid for a period of 12 months from the last date of bid submission</i>	2 % of Estimated cost

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Department of Tourism**

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Invitation for Empanelment of Event Management Agencies
(Bid No. 49/2016-17)

1 Background, Broad Scope of Work and Pre-qualification Criteria

- 1.1 Department of Tourism promotes Rajasthan as an attractive cultural destination. Department intends to engage the services of eligible competent event management agencies for organizing and managing various events from conception to completion stage to be conducted across the State and Nation in a grand manner with matchless professionalism. An indicative scope of the work is mentioned in the document and should be deliverable by the agency in its entirety.
- 1.2 The agency will be required to conceptualize the design, supervise its execution at the site and manage the conduct of events for promotion of Rajasthan Tourism.
- 1.3 The **agencies services** shall be broadly classified as under:
 - a. Conceptualization of the Event
 - b. Complete solution to the various aspects of the event
 - c. Designing, Layout, performance & sitting plans
 - d. Assessment of requirement of various logistics.
 - e. Booking of the Venue
 - f. Outsourcing of various services
 - g. Hire of equipments etc
 - h. Purchase of consumables
 - i. Engaging folk artists, theatre groups , others performances etc
 - j. Engaging Celebrities
 - k. Issue of Invitations.
 - l. Public Relations.

- m. Arranging boarding, lodging, local transport & travel for the artists.
- n. Hiring of Vehicles (cars,SUV's, mini buses, buses, truck, Vanity Van etc).
- o. Any other related services on mutually agreed terms.
- p. For any specific event, the agency may be asked to perform all or part of above services.

1.4 The steps of selection are as follows:

- Bidders fulfilling the pre-qualification criteria shall be shortlisted.
- Shortlisted bidders will be required to make the presentation of their capabilities and past work at the Department of Tourism office.
- Presentation will be part of technical bid and form a basis of technical qualification.
- The bidders who clear the prequalification norms and considered by the selection committee after presentation; shall be selected for empanelment with DoT

2. Pre-qualification criteria:

- 2.1 The bidder must either be exclusively an event management organization or a having exclusively defined event management division within the organization.
- 2.2 The minimum average annual turnover/receipts of the bidder from organizing events, such as, special events, fairs, festivals, tourism summits, cultural programmes, etc. should be **Rs. 2.00 crores** in last three financial years. The turnover of event management division (inclusion of details of turnover of advertising and printing or any other activity being done by the firm shall not be accepted) should be reflected in balance sheet/billing details certified by the chartered accountant. In case this turnover is not reflected separately in the balance sheet, a statement duly certified by CA in respect of the turnover of the company should be enclosed.
- 2.3 The company must have been in existence for at least three years (as on last date of submission of proposal).

2.4 The bidder should have managed at least 5 exclusive mega events (involved expenditure of minimum Rs. 25.00 lacs per event) in last three financial years. Audio visual evidence to be provided. Preference shall be given to those bidders who have managed tourism related events and have organized events for Government Sector.

Every bidder shall produce documentary evidence in support of their capability, to the satisfaction of the Department of Tourism.

2.5 A pre bid meeting has been scheduled on **19, July, 2016** at 11.30 am at the Office of **Director Tourism, Conference Hall**, Hotel Khasa Kothi, M.I. Road, Jaipur.

2.6 The criteria for evaluation of the bidders is presented at Annexure-I.

2.7 Note : The bidders who score minimum of 75 or more marks will only be considered for evaluation.

2.8 **Presentation** : The bidders who clear the pre- qualification norms will be required to make an A-V presentation at DOT office at Jaipur before the selection committee (on the date so intimated separately to the bidders that clear pre-qualification norms). The presentation shall cover the following points and selection would be based on exclusiveness and originality of the proposals.

a) Tourism related experience.

b) Experience of event management

c) Novelty in concepts and event specific attractive proposals.

d) proper presentation with complete solution to each aspect for the event

Hard copy along with a soft copy of presentation(s) has to be provided to the Department at the time of presentation.

2.9 The bid having sufficient documents in support of these criterions shall be considered as responsive.

2.10 All costs incurred by the agency in respect of submission of offer and presentation shall be borne by the agency concerned.

- 2.11 Director of Tourism reserves the right to accept or reject any application or its part without assigning any reasons thereof.
- 2.12 Selected firm will have to sign and submit an agreement on non judicial stamp paper of amount as required in rules with Department of Tourism along with performance security (5 % of total cost of the work).
- 2.13 Key terms and conditions (enclosed) including bid notice shall be a part of this bid and binding upon the agencies.

Director Tourism

Pre Bid Meeting

1. A pre-bid meeting will be held for the interested bidders in the **Office of Director Tourism, Conference Hall of Khasa Kothi, M.I. Road, Jaipur-15** at **11.30 hrs. on 19.07.2016**, for clarifications required on any aspect pertaining to the bid Document. Any change in the pre-bid meeting schedule will be notified on the Deptt. of Tourism's website www.rajasthantourism.gov.in as well as on the e-procurement portal of the State Government. The pre-bid queries could be sent to the Deptt. of Tourism prior to the meeting till **18.07.2016, 11.30 hrs.** as per the following format :-

S.no.	Bid provision	page no.	current requirement	clarifications requested
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Relevant queries about the document can be sent through mail at cotraj@gmail.com or dotfestival@gmail.com addressed to the undersigned or Dr. Punita Singh, Deputy Director (Fairs & Festivals) or Smt. Jyoti Khandelwal, Assistant Director (Fairs & Festivals) at Tel. 0141-5155101/5155111/5155159 before pre bid Conference.

2. Based on discussions held during the pre-bid meeting, amendments / clarifications in the tender document will be hosted on the websites of the Deptt. of Tourism www.rajasthantourism.gov.in and on e-procurement website of the Government of Rajasthan by **1630 hrs. on 21.07.2016.**

Government of Rajasthan
Department of Tourism
(Bid No. 49/2016-17)

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 towards bid security amount, bid fee and bid processing fee.
 - a) DD / Banker Cheque of 2 % of Estimated costs bid security in favour of Director Tourism.

- b) DD / Banker Cheque of Rs.1000/- for bid fee in favour of Director, Deptt. of Tourism, Jaipur.
- c) DD / Banker Cheque of Rs.1000/- for bid processing fee in favour of M.D., RISL, Jaipur.
- iii) Photocopy of latest Service Tax clearance certificate and PAN Card issued by Income Tax Dept. have been uploaded.
- iv) Experience certificate of Three years having done similar work in this field has been uploaded.
- v) Copy of final accounts audited by CA for Turnover for past three years for similar work has 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 annex. 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 (ii) to this Deptt. in sealed envelope by 22.08.2016 before 11.30 am Original DD / Banker Cheque submitted later than the scheduled time shall not be considered.

Signature of the Bidder with Seal
(Name, Address, Phone No.)

Instruction To Bidders (ITB)

How The Applications/BID Shall Be Evaluated:

Stage 1: Pre Qualification Criteria:

1. The Annual turnover/receipts of the bidder should be as given in para 2.2 of PQ Criteria.
2. The agency should have successfully executed events as given at para 2.3 of PQ Criteria.

Stage 2: Presentation:

Shortlisted Agencies, after PQ stage, shall be evaluated by presentation before a committee As per criteria for evaluation of the firm presented at Annexure I .

The qualifying marks shall be a minimum of 75 or more for empanelment of the firm.

Note- The maximum time for presentation shall be 15 minutes. Hardcopy along with a soft copy of presentation has to be provided to DOT at the time of presentation.

Government of Rajasthan
Department of Tourism
(NIB No. /2016-17)

Form-A

Technical data sheet for Bid Evaluation.

S.N.	Particular	Details (To be filled in format given below)*	Supporting document page No.*
1.	Name & Address of the bidder Tel/Mobile No./email		
2.	Date of Establishment of organization (enclose evidence)		
3.	Is your organization a proprietorship, partnership or registered under the Companies Act. Please give details & enclose Certificates.		
4.	DD/BC of Rs. 1000/- as bid document fee in favour of Director, Tourism, Rajasthan payable at Jaipur		
5.	DD/BC of Rs. 1000000/- as bid security fee in favour of Director, Tourism, Rajasthan payable at Jaipur		
6.	Annual turnover in last three years i.e 2012-13, 2013-14 and 2014-15 or 2013-14, 2014-15 and 2015-16. (Enclose audited profit & loss account and balance sheet with C.A. certificate)		
7.	Total work experience in the field (Minimum 3 years).		
8.	Bidder to submit list of important govt./ Semi govt. and Or corporate clients/ and or Private clients and successfully completed projects in the following format. Bidder will have to submit details of work done.	1..... 2..... 3.....	
9.	Details of Income Tax Registration and PAN No.		
10.	Service-Tax Registration details, (Enclose latest Service tax clearance certificate)		
11.	Declaration by bidder under section 7 of RTPP act 2012(Annex. A & B)		

* Mandatory Information

(Signature of the bidder with seal)

B- Key Terms and Conditions and Instructions:

Note : Bidders should read these conditions carefully and comply strictly while submitting their bids for empanelment.

(Bid No. 49 /2016-17)

1. Empanelment of event management agencies shall be done on the basis of criteria enumerated in the bid document and different terms and conditions stated below.
2. Rates for various jobs shall be called as and when required which shall be on turnkey basis including all expenses on event particular.
3. Bidders shall furnish their bids as per the formats provided at Form A and Annexure-I of this document.
4. Rate including taxes should be quoted. Tax and VAT as applicable and as per actual.
5. Conditional bid will not be considered.
6. 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.
7. For facilitating Electronic Transfer of funds, the selected 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.
8. The cost/rates should be valid for up to the period of the contract.
9. Bids submitted by the bidders shall remain valid for the period of 90 days from the date of submission.
10. The Director Tourism, Government of Rajasthan, Jaipur reserves the right to accept or reject any bid or its part without assigning any reasons thereof.
11. Selected firm will have to sign an agreement with Department of Tourism on non judicial stamp paper of amount as required in rules .
12. The agreement between the firm and Dept. of Tourism may be terminated any time if it is found that the firm is unable to perform the work or can't maintain the safety & creative standards of the work or violates any of the conditions stipulated by the Department.

13. Validity: Empanelment shall be valid for a period of one year from the date of issue of letter of empanelment, which may be further extendable for another one year.
14. No advance payment for the ordered work will be given to the bidders.
15. The bid 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.
17. Termination: Deptt. of Tourism may terminate the contract of bidder in case of the occurrence of any of the events specified below:
 - II. If the Agency becomes insolvent or goes into compulsory liquidation.
 - III. 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.
 - IV. 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.
 - V. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Deptt. of Tourism.
 - VI. 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.
18. Wherever specific terms and conditioned have not been spelt out in bid document, General Finance and Accounts Rules & RTPP Act, 2012 RTPP Rules 2013 of the state government shall apply.
19. The scope of the work mentioned in bid may be reassessed on site before execution of works for reasonability. Concept plan and all designs have to be got approved by the department. For any additional work having financial implication which is outside the scope of work but has to done by the agency on the request of the department, a committee of officers will examine the reasonability of claims and recommend to the Director Tourism and decision of Director Tourism will be final.
20. The bidder would be responsible for all risks involved in the work. For any accident or mishap, the bidder would be solely responsible.
21. All costs incurred by the bidder in respect of submission of offer shall be borne by the concerned bidder.
22. Successful firm will have to deposit performance security money equal to 5% of the total value of the work. No interest will be paid on this deposit. The bid security money deposited earlier will be adjusted against the performance security. Performance security will be refunded after one month of successful completion of the contract.
23. Penalties would be imposed in case of delayed and for faulty services as per provisions of GF &AR and as decided by Department.

24. Latest Service Tax Clearance Certificate is required. Copy of service tax registration should be enclosed also.
25. All the quotes (when called for after empanelment) must be FOR destination and should include all incidental charges, all duties and taxes, transportation charges, cartage, Octroi, Service tax etc required for completion of event . No extra payment other than agreed payment as quoted by bidder (Complete Rate) according to bill of quantities will be paid.
26. Specification: All services provided shall strictly conform to the specification, laid down in the bid form/work order.
27. Rejection:
 - (i) Articles not approved during inspection or testing shall be rejected and shall have to be replaced by the bidder at his own cost within the time fixed by the department.
 - (ii) If, however due to exigencies of Government work, such replacement either in whole or in part is not feasible, after giving an opportunity to the bidder of being heard, the department will deduct a suitable amount from the approved rates. The deductions so made shall be final.
28. The rejected articles shall be removed by the bidder immediately for which department shall not be responsible for any loss. Shortage or damage will be at the bidder's risk and on his account.
29. Forfeiture of bid security: The bid security will be forfeited in the following cases:
 - a. When the bidder withdraws or modifies the offer after opening of bid but before acceptance of bid.
 - b. When the bidder does not execute the agreement if any, prescribed within the specified time.
 - c. When the bidder does not deposit the security money after the supply order is given.
 - d. When he fails to commence the work within the time prescribed.
30. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred by the Parties to the Director Tourism, whose decision shall be final.
31. All legal proceedings, if necessary arise to institute by any of the parties (Government or Contractor/firm) shall have to be lodged in courts situated in Jaipur city.
32. Services shall be made available at the place specified in RFP or FOR destination as specified in the work order.

33. Department may place additional work order as per rule 73 of RTPP Act 2013.
34. For any clarification, the interested agencies may meet the undersigned or queries can be sent through mail at cotraj@gmail.com or dotfestivals@gmail.com addressed to Deputy Director/ Assistant Director (Fairs & Festivals).
35. Annexure A, B, C & D of RTPP Act 2012 & RTPP Rules 2013 will also be binding on the bidder.
36. 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.
37. 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.
38. The Department of Tourism is not bound to accept any bid or assign any reason for non-acceptance. The Director, Department of Tourism reserves its right to accept the bid either in full or in part. Conditional, erroneous and incomplete Bids will be rejected outright.
39. The first appellate authority will be Secretary Tourism and the second authority will be Finance Department., GoR.

**Director Tourism
Government of Rajasthan**

I / We hereby declare that I / we have gone through the terms and conditions of the bid document and I / We shall abide by all the terms and conditions.

Signature of bidder with seal

CRITERIA FOR EVALUATION OF FIRMS

Sl.	Parameter	Details	Marks	Maxium Marks
1.	Registration of the Orgnaization	More than 10 Years	5	5
		7-9 Years	4	
		3-6 Years	3	
		< 3 Years	0	
2.	Turnover of the Organization from Event Management Activities	>20 Crore	10	10
		>15-20 Crore	8	
		>10-15 Crore	6	
		>5-10 Crore	4	
		2-5 Crore	2	
3.	Network of Offices	In more than 5 States	5	5
		3-4 States	4	
		1-2 States	3	
4.	Office in Rajasthan		5	5
5.	Experience of the Organization in Event Management (in last three FY with contact value of minimum Rs. 25 Laks)	More than 20 Assignments	20	20
		15-20 Assignments	15	
		10-15 Assignments	10	
		Less than 10 Assignment	5	
6.	Experience of the Organization in Event Management in Tourism /culture sector (in last three FY, with contact value of minimum Rs. 25 Lack)	More than 5 Assignments	10	10
		4-5 Assignments	7	
		3-4 Assignments	4	
		1-2 Assignments	2	
7.	Manpower (Event Management Specific)	More than 10	15	15
		7-10	12	
		4-6	9	
		2-3	6	
		1-2	3	
8.	Quality of the presentation	exclusiveness & originality of concept	10	30
		Event Director's profile and experience	10	
		Complete solution to the various aspects of the event- designing, lay out, performance & Sitting plans	10	
TOTAL				100

Tentative List of events/activities to be organized by event manager is as follows :-

- Mega Evening at Albert Hall, on occasion of third Anniversary of Govt.
- Arrangements related to Naval Symphonic band Performance
- Organising Celebrity evening during Brij Holi Festival at Bharatpur
- Organisation of Rajasthan Festival & Rajasthan Day Celebrations
(Including Grand Opening Ceremony, Akashganga Sky diving by IAF, Exhibition Polo Match, BSF Camel Tattoo Show, Army Pageant, Mega Evening concerts at Albert Hall, Classical Dances and Theatre festival, Grand Closing Ceremony, 30th March, 2017 etc on turnkey basis)

Above mentioned list is indicative and not exhaustive.

DECLARATION BY TENDERS

I/ We declare that I am / We are bona fide/ Manufacturers/ Whole Sellers/ Sole distributor/ Authorized dealer/ dealers/ sole selling/ Marketing agent in the goods/ Services/ stores/ equipments for which I / We have tendered.

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 tender if any to the extent accepted may be cancelled

Signature of the Tenderer with stamp

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.

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 I/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:

Place:

Signature of bidder Name:

Designation:

Address:

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 tiled 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 (I) 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 authorized 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.

[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:
 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:

.....

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.....

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

Place

Date

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.

Guidelines for Preparation of Proposals

1. Agencies are required to submit their bids online on e procurement portal in following 3 sections as per the details given below:-
 - (a) **First section** :- Request letter, profile of the company and details showing Pre-qualification of minimum eligibility criteria for the bid.
 - (b) **Second section**:- Details on the 11 points given in Technical criteria table and the scope of work as enumerated above. An AV presentation will have to be made by the pre qualified and shortlisted agency before the designated committee.
2. All the details thus submitted in various sections should be corroborated with documentary proofs. Taxes / VAT etc. if any, as applicable in India will be paid as per actual.
3. **Security Deposit**: 5% of the total event cost which is approved by the Department for purchase will have to be deposited by the selected agency within 10 days of signing of the contract which shall have to be executed after placement of the work order. The bid security amount already deposited with the Deptt. shall be adjusted as the Security Deposit. The Security Deposit shall be returned to the agency within 90 days of the successful completion of the contract.

4. **Submission of Proposals**

- I. The original proposal (Pre-qualification Proposal, Technical Proposal and Financial Proposal) shall be prepared in indelible ink without overwriting or correction.
- II. An authorized representative of the firm should authenticate all pages of the Pre-Qualification, Technical and Financial Proposals.
- III. All pages in the bid should be numbered and signed & stamped.
- IV. The Pre-Qualification bid and the Technical Proposal should be submitted online as per the guidelines enumerated at the procurement portal.
- V. The Proposal should be submitted **before 1130 hrs. on 22 August, 2016.**
- VI. No Proposal will be accepted after the deadline for submission and in the event of any proposal being received after the closing time for submission of proposals, the same shall be returned un-opened.

5 **Opening of Proposals and Selection Process**

- (i) The documents in respect of pre-qualification bid will, in the first instance, be examined in the Deptt. to ascertain fulfillment of eligibility criteria. A constituted committee would evaluate the technical bids. The agencies having submitted all the required documents in their Technical Proposal will be invited to make presentations on their Technical Proposal at a date/time to be specified and conveyed by the Deptt. of Tourism. All agencies are requested to ensure that the documents / papers requested in the technical bid are submitted or else they would not be called for making the presentation.