

# Government of Rajasthan

## Department of Tourism

Khasa Kothi Campus, M.I. Road, Jaipur-302001

Telfax- 0141-5155100 Telephone 0141-5155136, 111

[www.rajasthantourism.gov.in](http://www.rajasthantourism.gov.in)/Email-[dotfestivals@gmail.com](mailto:dotfestivals@gmail.com)

No. F.4 ( ) Kumbhalgarh Festival./2016/ 62

Dated : 16-11-2016

**Short term Notice Inviting online open competitive Bid for organizing Kumbhalgarh Festival (1-3 December, 2016) at Kumbhalgarh, Rajsamand.**  
**(Bid No. 62 /2016-17)**

Open competitive Bid under two envelop bidding process (sealed technical (creative) and financial) are invited from reputed, interested, eligible and experienced event management bidders for organizing Kumbhalgarh Festival (1-3 December, 2016) at Kumbhalgarh, Rajsamand on turnkey basis.

Name of Work	Bids invited from	Estimated cost of work	Bid Security	Last date for submission of Bid	Time and date for opening of bid
Organizing Kumbhalgarh Festival (1-3 December, 2016) at Kumbhalgarh, Rajsamand.	Reputed Event management firms	Rs. 10 lac	Rs. 0.20 lacs (To be attached with technical bid)	23.11.2016	24.11.2016 at 11.00 AM

The E Bid form can be downloaded from <http://eproc.rajasthan.gov.in>, [sppp.rajasthan.gov.in](http://sppp.rajasthan.gov.in), and [www.rajasthantourism.gov.in](http://www.rajasthantourism.gov.in). Duly filled E Bids can be submitted latest by 23.11.2016. Demand draft of Rs.1000/- as e bid processing fee will have to be deposited in favor of MD, RISL, Jaipur and Rs. 500/- as bid document fee in favor of Director, Department of Tourism, Rajasthan, Jaipur should be deposited in Dept. of Tourism before scheduled time.

**Additional Director (Adm.) Tourism**

# **E-BID DOCUMENT**

**FOR**

**HIRING EVENT MANAGEMENT**

**AGENCIE(S) FOR ORGANISING**

**KUMBHALGARH FESTIVAL- 2016**

**Directorate of Tourism  
Government of Rajasthan  
Khasa Kothi, MI Road, Jaipur-1  
+91-141-5155100 [cotraj@gmail.com](mailto:cotraj@gmail.com)**

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

Date of Issue: 16.11.2016

Date of Submission: 23.11.2016

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

**Invitation for "Hiring Event Management Agencie(s) for organizing Kumbhalgarh Festival in December-2016"**

**SCHEDULE OF TENDER PROCESS**

<b>Event Description</b>	<b>Scheduled Date</b>
<b>Release of Bid</b>	<b>16/11/2016</b>
<b>Last Date for receipt of Applications to Department of Tourism for purchase of bid Documents/ Issuance of bid document</b>	<i>23/11/2016 upto 18.00 hrs.</i>
<b>Bid Submission Start Date</b>	<i>from issuing of Bid date</i>
<b>Bid Submission Last Date</b>	<i>23/11/2016.</i>
<b>Due date Time of Opening Technical Bids</b>	<i>24/11/2016 at 11 AM</i>
<b>Date of Opening of Financial Proposal)</b>	<i>25/11/2016 at 11 AM</i>
<b>Tender Application Fee</b> <i>(DD should be drawn in favor of "Director, Department of Tourism" from any Nationalized / Scheduled Bank, Payable at Jaipur)</i>	<b>Rs. 500/-</b>
<b>RISL fees (DD should be drawn in favour of M.D. RISL from any nationalized scheduled bank payable at Jaipur)</b>	<b>Rs .1000/-</b>
<b>Bid Security</b> <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)</i>	<b>2 % of Estimated cost Rs. 20000/-</b>

## **Introduction:**

Government of Rajasthan intends to organize **Kumbhalgarh Festival from 01-03 December, 2016 at Kumbhalgarh, Rajsamand.**

- Famous Folk, Singers and Qwwals & Sufi Music would be performing during the festival.
- Finest performing artists of India perform against the backdrop of the glowing citadel
- Day Events - Rajasthani folk dancers perform their art forms. Turban Tying, Tug of War, *Mehandi Maadna* competition organised.
- Evening Events, divided in Classical Dance, Classical Vocal/ Instrumental and Rajasthani Folk performances each day.

### **A. Scope of Work**

Department intends to hire interested, eligible and experienced event manager for approximate 2000 visitors including VIP's to plan, conceptualize and execute following activities on turnkey basis to ensure overall harmony and smooth organization of the Festival. Some main items which will be organized by the bidder:-

#### **Stage for 1-3 December, 2016 performance for day and night.**

- Erection & Fabrication of stage, arrangements of stage light and sound, greenrooms etc. as per requirement of the artists and for organizing programs scheduled to be held during Kumbhalgarh Festival
- Overall conceptualization and implementation of stage decor. Which would include floral decoration, lamps and other appropriate modes of decoration.
- For approximate 250 person per day (artists, Media person and other persons) overall coordination for stay, food & Local transport, etc.
- Anchors for show.

- Back stage management including tea, snacks, water for the artists (250 per day).
  - Floral bouquets etc for the artists and VVIP.(50 No.)
  - Mementos for Tourists (winners of the competitions) 50 Nos
  - Safas (100Nos) for Safa Competitions)
  - Seating arrangements for about VVIP and General audience-floor seating with mattress, bolsters, matting etc. and chairs as per requirement at the venue.
  - Chemical toilets for the artists, VVIP etc. (4 No.)
  - Overall concept & implementation for seating arrangement and venue decoration.
  - Sound system for the total audience.
  - Provision for barricading and general lighting (wooden and iron pipe) in general seating area, VVIP enclosure, parking etc.
  - Illumination of Kumbhalgarh Fort wall 500 Rft.
  - Complete videography of the event.
  - Photographs of good quality (150 No.) in soft copy & printout.
  - Flower and other decoration on festival sites.
  - DG sets and electric arrangements on festival sites.
  - Arrangements of flex banners and hoardings on various sites in Udaipur, Rajsamand and Kumbhalgarh. (installation as per given direction by departmental officer and removal after the event)
- | S.No. | size of flex banners/ hoardings | approximate No. |
|-------|---------------------------------|-----------------|
| I.    | 20ft. x 10ft.                   | 10              |
| II.   | 16ft. x 8ft.                    | 10              |
| III.  | 12ft. x 8ft.                    | 05              |
| IV.   | 6ft. x 4 ft.                    | 40              |
- Local transportation for observer for effective observation (two Innova Car's).
  - Any other requirement which the agency may consider appropriate.

## **B- Specific Terms and conditions:**

1. The works mentioned above may kindly be assessed on site before execution of works as the same are liable to change at times. The above scope of work is illustrative and not exhaustive. Suitable minor corrections shall have to be made by event manager to the satisfaction of DOT officers for which no extra payment shall be made. Concept plan and all designs have to be got approved by the Department.
2. The bids shall be uploaded in two separately sealed envelopes, one having the creative and technical details as technical bid and the other having the financial bid for the same. Financial rates for each of the proposed activities during the event may be provided in financial bid.
3. Technical bids will be opened first. Before opening the financial bids the interested agencies may be asked to make detailed AV presentation in light of above brief, before the designated committee of department formed for the purpose. Based on these presentations, the committee shall decide to open the financial bids of the agencies whose presentations are found to be satisfactory. The presentations will be considered as technical part of the technical bid.
4. For queries/clarifications the agencies may meet the undersigned or Dy Director (Fairs & Festivals) Dr. Punita Singh at tel. 0141 5155111 or Dy Director (Udaipur) Ms. Sumita Saroch at tel no. 0294-2411535.

**Additional Director (Admn.)**

## **Terms and conditions:**

(NIB No. 62/2016-17)

1. The bidder must either be exclusively a firm doing such event management assignments or having exclusively defined division within the company which handles such assignments.
2. The bidder should also have an average minimum turnover of Rs. 50.00 Lac P.A during last three financial years. Audited Accounts along with certificate of C.A. should invariably be attached with bids.
3. The bidder should have 3 years proven experience of event management.
4. The total estimated value of work is Rs. 10.00 lacs. Bid Security will be equal to 2% of the total estimated value of work i.e. Rs. 20000/-. Work performance security will be equal to 5% of total value of work. Bidders have to deposit his DD/BC of bid document fee and bid security with his technical bid. Bids without bid security and document fee will not be considered.
5. Rate including taxes should be quoted.
6. Conditional bid will not be considered.
7. 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.
8. 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.
9. The cost/rates should be valid for up to the period of the contract.
10. Bids submitted by the bidders shall remain valid for the period of 90 days from the date of submission.
11. The technical and financial bid offers will be uploaded separately. Technical bid envelope containing the technical (creative), quality and performance as per details in technical bid document. Financial bid offers will be submitted in individual BOQ (form-B) only. Both

technical and financial bid envelopes will be submitted in container envelope with name & address of bidders and name of work.

12. Technical bids will be opened and evaluated first and the financial bid of only those bids which have been technically acceptable shall be opened and evaluated. Before opening the financial bids of the technically qualified firms, the committee may call explanatory documents and visit to the office of the bidder if required. It will be considered as technical part of the bidding process.
13. The Director Tourism, Government of Rajasthan, Jaipur reserves the right to accept or reject any bid or its part without assigning any reasons thereof.
14. Financial bid of only technical qualified firms will be opened.
15. Selected firm will have to sign an agreement with Department of Tourism on Rs 1000/- non judicial stamp paper.
16. 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.
17. No advance payment for the ordered work will be given to the firm.
18. The bid document shall be signed by authorized signatory of the submitting firm with date and seal.
19. Bids received after the due date and time will not be considered.
20. Termination: Deptt. of Tourism may terminate the contract of bidder 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.
21. 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.
  22. 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.
  23. The firm would be responsible for all risks involved in the work. For any accident or mishap, the bidder would be solely responsible.
  24. All costs incurred by the firm in respect of submission of offer shall be borne by the concerned bidder.
  25. 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 two month of successful completion of the contract.
  26. Penalties would be imposed in case of delayed and for faulty services as per provisions of GF &AR and as decided by Department.
  27. Latest Service Tax Clearance Certificate is required. Copy of service tax registration should be enclosed also.
  28. The bidder should quote rates inclusive of all duties and taxes, transportation charges, T&P, FOR etc required for completion of event . No extra payment other then agreed payment as quoted by contractor (Complete Rate) according to bill of quantities will be paid. No cartage / transportation charges or any other charges will be paid by the Government.
  29. The contractor/firm shall not assign or sub-let his contract or any substantial part thereof to any other agency.

30. Specification: All services provided shall strictly conform to the specifications, laid down in the bid form/work order.
31. 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.
32. 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.
33. Forfeiture of bid security: The bid security will be forfeited in the following cases:
  - a. When bidder withdraws or modifies the offer after opening of bid but before acceptance of bid.
  - b. When 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.
  - e. If the bidder breaks any provision of code of integrity prescribed for bidders specified in the Act and Rules.
34. 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.

35. 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.
36. Services shall be made available at the place specified in bid document or FOR destination as specified in the work order.
37. Department may place additional work order as per rule 73 of RTPP Act 2013.
38. Annexure A, B, C & D of RTPP Act 2012 & RTPP Rules 2013 will also be binding on the bidder.
39. 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.
43. 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.
44. The Deptt. of Tourism is not bound to accept any bid or assign any reason for non-acceptance. The Director, Deptt. of Tourism reserves its right to accept the bid either in full or in part. Conditional, erroneous and incomplete Bids will be rejected outright.

45. The first appellate authority will be *Principal Secretary Tourism* and the second authority will be Finance Deptt., GoR.

**Additional Director (Admn.), 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**

**Government of Rajasthan**  
Department of Tourism  
(NIB No. 62/2016-17)

**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 deposited 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 document fee and bid processing fee.
    - a) DD / Banker Cheque of Rs. 20000/- for bid security in favour of Director Tourism payable at Jaipur.
    - b) DD / Banker Cheque of Rs.500/- for bid document fee in favour of Director, Department of Tourism, Jaipur.
    - c) DD / Banker Cheque of Rs.1000/- for bid processing fee in favour of MDRISL, Jaipur.
  - iii) Photocopy of Service Tax clearance certificate up to 31.3.2016 and PAN Card issued by Income Tax Dept. have been enclosed.
  - iv) 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 enclosed.
  - v) Declaration letter of being bona fide manufacturer / dealer on letter head of the firm has been enclosed.
  - vi) 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 enclosed.
  - vii) If the bidder is a firm /company, then the authorization letter of authorized representative containing his name, address and status with signature have been enclosed. Department will not contact anyone else in this regard.

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

**Government of Rajasthan**  
Department of Tourism  
(NIB No. 62/2016-17)

**Technical data sheet for Bid Evaluation.**

S.N.	Particular	Supporting document page No.
1.	Name & Address of the Firm 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. 500/- as bid document fee in favour of Director, Tourism, Rajasthan payable at Jaipur	
5.	DD/BC of Rs. 20000/- as bid security fee in favour of Director, Tourism, Rajasthan payable at Jaipur	
6.	DD / Banker Cheque of Rs.1000/- for bid processing fee in favour of MDRISL, Jaipur.	
7.	Annual turnover in last three years (Enclose audited profit & loss account and balance sheet with C.A. certificate)	
8.	Total work experience in the field of Event management. (Minimum 3 years).	
9.	Details of Income Tax Registration and PAN No.	
10.	Service-Tax Registration details, (Enclose latest Service tax clearance	

<b>S.N.</b>	<b>Particular</b>	<b>Supporting document page No.</b>
	certificate)	
11.	Declaration by bidder under section 7 of RTPP act 2012(Annex. A & B)	
12.	Presentation as part of technical bid	

We have submitted the following documents:

1. Letter of authorization to participate in the bid
2. Technical Bid
3. Financial Bid
4. All relevant supporting documents including Annexure A, B, C & D duly signed along with seal.

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.

Yours faithfully,

(Signature of the bidder with seal)

Name:

Designation:



<b>Item Wise BOQ1 (Financial Bid-1)</b>			
Tender Inviting Authority: Director, Department of Tourism, Government of Rajasthan			
Name of Work: Concept and all arrangements for organizing Kumbhalgarh Festival from 1-3 December, 2016 at Kumbhalgarh Fort, Rajsamand (As per schedule-I and scope of work).			
Contract No: F4( )FF/DT/KF/ 2016			
Bidder Name:			
<b><u>Price Schedule</u></b>			
(This BOQ template must not be modified/replaced by the bidder and the same should be submitted after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)			
S. No.	Item Description	Total Amount (Rs.) for the event including all taxes, levies & octroi etc, (In Figures)	Total Amount (Rs.) for the event including all taxes, levies & octroi etc, (In words)
1	2	3	4
1.	Concept and all arrangements for organizing Kumbhalgarh Festival from 1-3 December, 2016 at Kumbhalgarh Fort, Rajsamand (As per schedule-I and scope of work).		
Total in Figures			
Quoted Rate in Words			

**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 Tendered 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**

**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 (I) 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 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.

**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.

**Schedule -I****Schedule for organizing Kumbhalgarh Festival- 2016**

Venue: Kumbhalgarh Fort, Rajasamand

Date: 1-3 December, 2016

**Approximate requirements List of items to be undertaken for Stage, light and Seating agreement for all three days**

S. No.	Particulars	All three days
1.	Stage of 1.5 ft height with masking (Day Events)	12 'x 6' 1 No.
2.	Stage of 5 ft height with masking (Night Events) (Addition need to be made for 2 <sup>nd</sup> day event as per requirement of artist)	32' x 40' 1 No.
3.	GREEN ROOM 15X10X10 with all accessories, made of thick Ply (Covered), Chairs(4), Full size mirror(2), Table(1) & Masking as required	3 No.
4.	Plastic Molded Chairs	200 No.
5.	Center Table(3x2x2.6") with table cloth, Jhallar Phrill etc.	02 No.
6.	Curtain 10'x15'	20 No.
7.	Durry Patti 8'x10'	20 No.
8.	Brown (Camel Color) Carpet 75x100 for day event	7500 Sft.
9.	Dunlop Mattresses 6'x4' with cover	200 No.
10.	Kanat 6'x15'	200 No.
11.	Masand	100 No.
12.	Takhata (Wooden) 6'x3'	20 No.
13.	White Covered Tent with matting for public sitting 60'x150' for evening events	9000 Sft.
14.	Barricading - Wooden & Iron pipe (2 Bali) (Run feet)	1000 Rft.
15.	Red Carpet in front of Stage 60x30	1800 Sft..
16.	Black Masking on both Sides of the Stage 20'x10' on one side 60'x10' on another side	800 Sft.
17.	32 Channel Digital Audio Mixer	01 No.
18.	Cordless Mike (Shure)	03 No.
19.	Twin CD Player	01 No.
20.	2 way Stage Monitor	04 No.
21.	Side Fills Speakers (High Wattage)	02 No.
22.	Mike with Stand(SM-57/SM 58)	20 No.
23.	Dual 15 inch Tops With Highs	08 No.
24.	Base bins	04 No.
25.	21+31 Band Graphic Equalizer.	01 No.
26.	PA System for Day event including Console Board, 5 Mike with stand and 2 Cordless Mike (Shure)	01 No.
27.	PAR LIGHT COLOURED	20 No. (1 <sup>st</sup> and 3 <sup>rd</sup> day) 36 No. (only 2 <sup>nd</sup> day)
28.	SPOT LIGHT	02 No. (only 2 <sup>nd</sup> day)
29.	HALOGEN LIGHT	150 No.
30.	METALLIC LIGHT	60 No.
31.	DIMMER and Control panel 24 Channel	01 No.
32.	SMOKE MACHINE	02 No. (only 2 <sup>nd</sup> day)
33.	Haize Machine	02 No. (only 2 <sup>nd</sup> day)
34.	SGM Victory	06 No. (only 2 <sup>nd</sup> day)
35.	LED Par	04 No. (only 2 <sup>nd</sup> day)
36.	Moving Head	04 No. (only 2 <sup>nd</sup> day)
37.	Console Board	01 No.
38.	Tube Light	80 No.
39.	DG Set 62.5 KVA	02 No.
40.	DG Set 125 KVA	02 No.
41.	Fire Fighting Equipment with sufficient of Chemical Complete with all accessories	05 No.
42.	Jhalar 6.2 colored including making connection, wire & pole etc. (per 1000 bulb)	100 No.
43.	Hot Air room Blower	02 No.
44.	Room Heater	04 No. (1 <sup>st</sup> and 3 <sup>rd</sup> day)

