

Government of Rajasthan, Department of Tourism

Paryatan Bhawan, Sanjay Marg, Opposite Vidhayakpuri Police Station, Jaipur
Tel. 0141 2822808, Email – pub-dot@rajasthan.gov.in

No. F 10 () / Publicity / Painting / 2024 / 3598

Dated: 27/6/2024

Notice Inviting Bids (Rate Contract)-227

For supply of 400 'Miniature Paintings', **bids for Rate Contract** in two separate envelopes (offline) – technical and financial are invited from eligible firms with work specifications and approximate cost as under:-

Work Specifications	Estimated Cost Rs.	Bid Security 2% Rs.	Bid Fee Rs.	Date of bid release	Last date and time of bid deposit (offline)	Date and time of bid opening
Supply of 400 Rajasthani Miniature Paintings with framing and packaging	Rs. 7.80 Lakhs including GST	15600	500	27/6/2024	12 noon on 3/7/2024	3 pm on 3/7/2024

- Financial bids of those bidders, who qualify in technical bid, will be opened.
- Technical and financial bids in separate envelopes, both sealed in a bigger envelope will be deposited.
- Receipt of depositing of bid security and bid fee will have to be attached with technical bid, else the bid will not be considered.
- Bid Security – 2 %, Rs. 15600/- deposited through e-GRAS in budget head 8443-00-103-00-00 payable to Director Tourism, Government of Rajasthan as per rules.
- Bid Fee – Rs. 500/- deposited in e-gras budget head 0075-00-800-52-01.
- Bids may be seen on SPPP and Dept of Tourism website portals.

--Sd.--

(Ajay Kumar Sharma)
Deputy Director - Publicity

Scope of Work of Notice Inviting Bid (Rate Contract)

1. Supply of Rajasthani Miniature Paintings
2. Number - 400

Work Specifications
Painting <ul style="list-style-type: none">• Rajasthani Miniature• Themes – Bani Thani, Raag-Ragini• Size – 5'X7'▪ Material – Paper
Framing <ul style="list-style-type: none">• Size – 8'X10'• Mount – Choksi Board with inner golden frame, glass• Back Side – MDF Board
Packaging <ul style="list-style-type: none">• Paper box of 300 GSM SBS Board• Multi colour printing• Matt Lamination• Bubble sheet wrap

Government of Rajasthan, Department of Tourism

Paryatan Bhawan, Sanjay Marg, Opposite Vidhayakpuri Police Station, Jaipur

Tel. 0141 2822808, Email – pub-dot@rajasthan.gov.in

Technical Bid – Envelope - 1

Notice Inviting Bid (Rate Contract)

1. Supply of Rajasthani Miniature Paintings
2. Number - 400

Bidder information

S.N.	Particulars	Information fill in by the bidder	Page no.
1.	Name and address of the firm		
2.	Nature of firm (Proprietor / partnership / company)		
3.	Name of authorized person		
4.	Contact no., email		
5.	Firm registration no. and date		
6.	MSME Certificate (if applicable) (UDHYAM UID Number)		
7.	PAN – enclose copy of PAN card		
8.	GST registration no. , enclose copy		
9.	Bid document fee Rs.500/- proof of deposit		
10.	Bid security 2% , , Rs.15600/-, proof of deposit		

1. Relevant documents in support of the above information have been attached under Signature and seal of the firm.
2. We agree to abide by all the conditions mentioned in NIB issued by Director, Tourism, Jaipur and also the further condition of the said bid Notice given in the attached sheets (all the pages of which have been signed with seal by us in token of our acceptance of the terms mentioned there in).
3. The bid shall remain valid for 90 days from the date of opening of technical bid.
4. The period of contract can be extended with mutual agreement as per the provisions of RTPP rules.
5. Authorization of Service provider/manufacturer/Distributor/Dealer etc. is also enclosed.
6. All conditions mentioned on Price schedule are accepted.

Signature of bidder with seal

Government of Rajasthan, Department of Tourism

Paryatan Bhawan, Sanjay Marg, Opposite Vidhayakpuri Police Station, Jaipur

Tel. 0141 2822808, Email – pub-dot@rajasthan.gov.in

Financial Bid – Envelope – 2

Notice Inviting Bid (Rate Contract)

1. Supply of Rajasthani Miniature Paintings
2. Number - 400

Material of Procurement	Quantity	Quoted Rate Per Unit including GST, Rs. In figures and words
Supply of Rajasthani Miniature Paintings as per Scope of Work	400	

Terms and conditions

Notice Inviting Bid (Rate Contract)

Supply of Rajasthani Miniature Paintings

1. Bid document is in two parts, the first part is technical bid and the second is financial bid. Bidder will prepare bids in two separate envelopes, then put it in a bigger envelope, seal it and write proper address and numbers of the bidder.
2. Technical bids without bid fee and bid security deposit will not be considered.
3. **If financial bid is received in technical bid envelope, it will be summarily rejected.**
4. Technical bid should contain enclosures as per technical bid document and form A, B, C, D and SR -11 (declaration by the bidder).
5. Bid Security – 2 % will be deposited through e-GRAS in budget head 8443-00-103-00-00 payable to Director Tourism, Government of Rajasthan as per RTPP rules.
6. Bid Fee – Rs. 500/- will be deposited in e-gras budget head 0075-00-800-52-01 payable to Director Tourism, Government of Rajasthan.
7. Financial bids of those bidders who qualify in technical bid will only be opened.
8. Bidder will fill in all details in ink and not with pencil. All documents should be signed by the bidder.
9. Rate will have be filled in figures and words.
10. Rate should be inclusive of labour, carriage, octorai, taxes, levies, and GST etc., supply of material will be done as desired by this office. Firm will be required to make modifications in the work as per requirement or on orders of the officials of the department.
11. Successful bidder will deposit performance security equal to 5% of the bid cost, which will be returned after successful completion of the work. RTPP rule 75 will also be applicable. In case of small scale industries of Rajasthan, it shall be one percent of the amount of quantity ordered.
12. Supply will be made in 12 days from the date of issue of work order.
13. Supply of material can be less or more or repeated order depending upon the situation. No interest will be paid on these deposits. The bid security deposited earlier may be adjusted against the performance security which will be refunded as per the rules.
14. TDS for income tax and GST would be deducted by Department of Tourism on all the payments as per rules. The bidder is bound to provide PAN number to the Department of Tourism. The agency is entitled to seek details of such deductions made.
15. No advance payment for the ordered work will be given to the successful bidder.
16. Selected firm will have to sign & submit an agreement on non-judicial stamp paper of Rs. 500/- with department.
17. The rate contract would be effective for a period of one year from the date of issue of work order, which would be extended as per RTPP rule 29.
18. Payment will be made after successful supply of work as per work order & execution of agreement.
19. Firm will have to submit bank details for funds transfer.
20. Firm will have to submit GSM report of the paper of packaging box.

21. Department of Tourism reserves the right to reject any offer without assigning any reasons.
22. Wherever Specific Terms and conditions have not been spelt out in bid document, General Finance Accounts Rules & RTPP Act. 2012 RTPP Rules 2013 of the state govt. shall apply in the current bid.
23. Canvassing in any form would result in rejection of the bidder.
24. Delay by Bidder in submission of additional information or clarifications sought by Department of Tourism may cause the bid to be liable for rejection
25. If in response to this bid, the bidder makes any claim, which does not reflect the truth or material representation of facts, the bid will be liable for rejection.
26. As per the Rule 73 (2) of RTPP Act 2012 & RTPP RULES 2013, Repeat order up to the cost of original Contract may be placed after the successful completion of work.
27. The approved bidder shall be deemed to have carefully examined the conditions, specifications, etc. If he has any doubts as to the meaning of any portion of the conditions or of the specification, etc, he shall before the signing the contract, refer the same to the officer and get clarifications.
28. **FORFEITURE OF BID SECURITY:** The bid security will be forfeited in the following cases:
 - When the bidder withdraws or modifies its bid after opening of bids.
 - When the bidder does not execute the agreement, if any, after placement of supply / work order within the stipulated period.
 - When the bidders fail to commence the supply of the goods or services or execute work as per work order within the time specified.
 - When the bidders do not deposit the performance security within the time specified after the work order is placed.
 - If the bidder breaches any provision of code of integrity prescribed for bidders in the RTPP act and chapter VI of these rules.
29. **PENALTY CLAUSE:** For any delay in delivery of goods and services the provisions of Liquidity Damages of GF & AR would apply wherever applicable. Penalty will also be leviable for under performance of the contracted work.
30. **VALIDITY:** Bids shall be valid for a period of 90 days from the date of opening of financial bid.
31. **INSPECTION:**
 - Duly authorized representative of Department of Tourism shall at all reasonable time have access to the supplier's premise and shall have the power at all times to inspect and examine the materials and workmanship of the goods/equipment/machinery.
 - The bidder shall furnish complete address of the premises of his office/workshop/studio where inspection can be made.
32. **REPRESENTATION & WARRANTIES:**

The bidder hereby represents and warrants to the client that

 - By entering into this agreement, it does not violate any obligations, under any other contracts entered into by it.
 - No suit has been instituted against him for insolvency or bankruptcy, or for winding up proceedings.
 - He is competent to enter into this agreement.
 - He shall not assign or transfer his rights/obligations under this agreement.

33. INDEMNITY:

- The contractor shall indemnify and keep indemnified Department of Tourism against any loss or costs, charges and expenses to be incurred or suffered by the Department of Tourism by reason of or as a result of the bidder doing any act contrary to the provisions of this agreement.
- Department of Tourism shall be liable for and shall indemnify the bidder against any liability, loss, claim or proceedings arising under any statute or common law as a result of the design/production/publication of material approved of and authorized by Department of Tourism to be created by the bidder.

34. TERMINATION OF CONTRACT: Department of Tourism may terminate the agreement by giving three months' notice in writing. During the notice period the bidder would be bound by the contract and would discharge responsibilities in letter and spirit of the contract.

35. Dispute Resolution by Director Tourism : Any and all claims, disputes, controversies or differences arising between the parties out of or in relation to or in connection with this agreement or with a breach thereof, which cannot be satisfactorily settled by correspondence or mutual consent between the parties hereto, shall be determined by arbitration. The Head of Department of Tourism whose decision shall be final.

36. JURISDICTION: All legal proceedings, if necessity arises to institute, by any of the parties shall have to be lodged in courts situated in Jaipur, Rajasthan and not elsewhere. This agreement will be deemed to have been made in Jaipur.

37. The first appellate authority will be Principal Secretary Tourism and second authority Finance Department Government of Rajasthan under RTPP Act 2013 & rules therein.

38. NON-EXCLUSIVE: This agreement does not establish the Agency as the exclusive Agency of the Department of Tourism during the term of this agreement or otherwise.

39. NOTICE: Any notice given under the agreement signed shall be sent by letter or fax to the usual address or last known place of business and shall be deemed to have been received by the addressee in ordinary course of post, if by letter or instantly in case of fax.

40. ENTIRE AGREEMENT: This agreement constitutes the entire agreement with respect to the subject matter hereof, and may only be modified or amended in a written document signed by both parties. However, for issues & points not covered under this agreement, General Financial & Accounts rules (GF&AR) of Government of Rajasthan & RTPP Act & Rule apply.

41. WAIVER: No waiver or breach of any provision of this agreement shall constitute a waiver of any other provision, and no waiver shall be effective unless made in writing and signed by an authorized representative of the party against whom such waiver is to be enforced. In the event that any provision of this agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the agreement shall continue in full force and effect.

42. MODIFICATION:

- The expenses of completing and stamping this agreement shall be paid by the agency and Department of Tourism shall be furnished free of charge with the original stamped agreement.
- Any modifications of this agreement shall be made in writing by mutual consent of the parties as per RTPP rules.

Signature of bidder with seal

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

DECLARATION BY Bidder

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 Bided.

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 bidder with stamp

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 behaviour 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 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 obligation, or compliance with applicable laws and regulations.

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 the purposes of the Bid; or
- d. Have a relationship with each other, directly or through common third parties, that puts 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 in 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.

Signature of Bidder

Annexure B: Declaration by the Bidder regarding Qulifications Declaration by the Bidder

In relation to our Bid submitted to the District Collector, Jaipur for supplying Prepared photo and photo with frame etc. in response to their Notice Inviting Bids NoDated..... we hereby declare under Section 7 and 11 of the 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 Central Government of the State Government or any 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 are 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 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 confect of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;

Date:	Signature of the bidder:
Place:	Name:
	Designation:
	Address:

Signature Of Bidder

Appendix C: Grievance Handling Procedure during Procurement Process (Appeals)

The designation and address of the first Appellate Authority is Divisional commissioner, Jaipur

The designation and address of the Second Appellate Authority is Principal Secetry, Revenue Department, Jaipur

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

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings: providing further that in case a procuring Entity evaluates the Technical Bids before the opening of the Finacial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- 1- The officer to whom an appeal is filed under para (a) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within a period of 30 days of the date filling of the appeal.
- 2- If the officer designated under para (a) fails to dispose of the appeal within the period specified in para (B) or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to the Second Appellate Authority specified in the bidding document in this behalf within fifteen days from the expiry of the specified in para (b) or date of receipt of the order passed by the first Appellate Authority, as the case may be.
- 3- **Appeal not be 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) Provision limiting participation of Bidders in the bidding process;
 - c) The decision of whether or not to enter into negotiations;
 - d) Cancellation of a procurement process;
 - e) Applicability of the provision of confidentiality.

4- From and procedure of filing an appeal

- 1- An appeal under para (1) or (3) shall be in the annexed Form along with as many copies as there are respondents the appeal.
- 2- Every appeal shall be accompanied by and order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- 3- 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.

5- Fee for filing appeal

- 1- 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.
- 2- 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.

6- Procedure for disposal of appeals

- 1- 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.
- 2- On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
 - (a) hear all the parties to appeal present before him; and
 - (b) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- 3- After hearing the parties, peruse 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.
4. The order passed under sub-clause (c) above shall be placed on the State Public Procurement Portal.

Signature of Bidder

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:
 - (ii) Official address, if any:
 - (iii) 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

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:

- 1- 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.
- 2- If there an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 3- 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 1 and 2 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

- (1) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.
- (2) Orders for extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, upto 5% of the value of the original contract, if allowed in the bidding documents. The fair market value of such extra items payable by the procuring entity to the contractor shall be determined by the procuring entity in accordance with guidelines prescribed by the administrative department concerned.
- (3) Orders for additional quantities may be placed, if allowed in the bidding documents, on the rates and conditions given in the contract and the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of orders for additional quantities shall be as under :- (a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and (b) 50% of the value of goods or services of the original contract. Provided that in exceptional circumstances and without changing the scope of work envisaged under the contract, a procuring entity may procure additional quantities beyond 50% of the quantity of the individual items as provided in the original work order with prior approval of the Administrative Department concerned as follows :-

- (i) the procuring entity shall obtain prior approval for revised requirements from the competent authority for reasons to be recorded in writing. Wherever necessary, due to the quantum of orders for additional quantities, the procuring entity shall obtain prior and revised technical, financial and administrative sanctions from the competent authorities; (ii) that the additional quantities so procured shall be part and parcel of the work being executed; (iii) that the limit of 50% of the value of original contract shall not be exceeded in any case.]

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

- 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 if such condition is specified in the bidding documents. Counter offer to first lowest bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest bidder (L2), third lowest bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities, as pre- disclosed in the bidding documents, shall not be deemed to be a negotiation

Signature of Bidder