

No. F 10 () Publicity / R.C. / Literature Transport / 2025 / 9464

Dated: 28/07/2025

The Director,
DIPR,
Jaipur

Sub. :- Publication of Notice Inviting Bid (NIB no. 264)

Sir,

Kindly find enclosed a Bid Document for the work of 'Rate Contract for 2 years for Transport of Publicity Literature in Rajasthan and Delhi' of the Department for publication in the following newspaper / website.

1. One Regional level daily news paper
2. DIPR Website

Yours sincerely,

--Sd.--

(Ajay Kumar Sharma)
Joint Director (Publicity)

No. F 10 () Publicity / R.C. / Literature Transport / 2025/ 9463

Dated: 28/07/2025

Notice Inviting Bids (Rate Contract) No. - 264

Subject: Bids for Rate Contract for Transport of Publicity Literature

Publicity literature and souvenirs are printed / procured by Publicity Cell, HQ Jaipur. For transport of these items to field offices, bids are invited to hire services of a transport firm 'on Rate Contract' basis, the specifications:-

Work	Approximate Cost Rs.	Bid Security 2 % of total cost (for MSME firms ½ %, for sick units 1 %)	Performance Security - 5 % of total cost, for SSI unit - 1% (Certificate should be enclosed).	Bid Release Date	Bid Submission Date and Time
Rate Contract for 2 years for Transport of Publicity Literature in Rajasthan and Delhi	Rs.3.50 Lakhs	Rs.7000/-, Rs.1750/- in case of MSME unit, Rs.3500/- in case of SSI unit to be deposited through e-gras under the Head - 8443-103	Rs.17500/-, Rs.3500/- in case of SSI unit to be deposited through e-gras under the Head - 8443-103	28/07/2025	5/8/2025 12 Noon / 5/8/2025 2 pm

Information, Terms and Conditions

- Period of Rate Contract would be 2 years from the date of issue of work order
- 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 have to be deposited.
- Receipt of depositing of bid fee and bid security will have to be attached with technical bid, else the bid will not be considered.
- 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)
Joint Director (Publicity)
Dated: 28/07/2025

No. F 10 () Publicity / R.C. / Literature Transport / 2025/

Copy forwarded to following for information and necessary action please:-

1. Chief Accounts Officer, Tourism
2. ACP (DD), IT Section, Tourism for uploading on SPPP Portal & Website.
3. Notice Board.

--Sd.--
Joint Director (Publicity)

SCHEDULE OF BID PROCESS

Event Description	Scheduled Date
Release of Bid Advertisement	28/07/2025
Last Date for submission Bid	5/8/2025 at 12.00 Noon
Date of Opening of Bids	5/8/2025 at 2 pm
Date of Award of Contract	After finalization of financial bid
Execution of the Work	As per work order

A. Terms and Conditions

- a. Transport of Publicity Literature will be done as per Rate Contract and Work Order.
- b. The bid shall be kept separately in sealed envelopes (technical and Financial)
- c. Bid shall be valid for the period of 90 days from the date of opening.
- d. **Rate/s provided should be inclusive of GST / all taxes, doing the packing with packaging material (Baardana), all labour charges, bilty charges, pick up / loading from Tourism H.Q. Jaipur, transportation up to the desired destination and unloading there, any other etc.**
- e. The rates would remain valid AS RATE CONTRACT for a period of TWO YEARS from the date of issue of work order.
- f. Payment will be released after the satisfactory completion of work; as per the terms of bid documents and work order. No advance payment shall be made.
- g. For electronic transfer of payment, firm will have to provide bank details on each bill body as well as along with this bid.
- h. Firm will have to submit self declaration having last three year's work experience is relevant field.
- i. Firm will have to submit an average minimum turnover of rupees 5 Lakhs (five Lakhs) per annum in format of audited balance sheets in last three years (2022-23,2023-24,2024-25).
- j. Firm will have to provide PAN No and GST registration number
- k. Bidder will bear all costs towards submission of the bid.
- l. Bid Fee would be Rs. 500/-
- m. Bid Security – Rs.7000/- (2 % of the bid cost), Rs. 1750/- (0.5 % of the bid cost) in case of SSI unit, Rs.3500/- (1 % of bid cost) in case of sick unit to be paid by bidder as per bid.
- n. Forfeiture of bid security –
 - i) Upon occurrence of bidder default or fails to make complete supply satisfactorily within the time specified the procuring entity shall without prejudice to its other rights and remedies, hereunder or in law, be entitled to encash from the performance security as damages for such bidder default; or
 - ii) If the bidder breaches any provision of the code of integrity prescribed for bidders under section 11 of RTPP Act and chapter IV of RTPP rules and this bidding document the bidder would be liable for forfeiture of the performance security.
 - iii) If in the judgment of the procuring entity the bidder with beneficial ownership from countries sharing land border with India as per rule 13 of RTPP rules and Government of Rajasthan notification no. F 2 (1) FD / G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021, for participation in any public procurement in the state, who can only be allowed after prior registration with the competent authority has not complied with the requirement. The procuring entity shall give notice of reasonable time in

case of forfeiture of performance security and the decision of the procuring entity shall be final.

- o. Performance security equal to 5% of the work, Rs.17500/- will be deposited by the successful bidder, which shall be returned after successful completion of the work.
 - p. As per rule 75(4) of RTPP rule 2013, the performance security furnished in the form other than submitted through e-grass shall; remain valid for a period of sixty 60 days beyond the date of completion of all contractual obligation of the bidder including warranty obligation and maintenance and defect liabilities period.
 - q. All rights regarding cancellation of the bid without giving any reason are reserved with Commissioner, Department of Tourism, Government of Rajasthan.
 - r. The firm would be responsible for all risks involved in the work. For any accident or mishap, the bidder would be solely responsible.
 - s. All costs incurred by the firm in respect of submission of offer shall be borne by the concerned bidder.
 - t. Penalties would be imposed in case of delayed and for faulty services as per provisions of GF& AR and as decided by Department.
 - u. 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.
- B. An agreement on Non-Judicial Stamp of Rs.500/- will have to be signed between the Dept. and successful bidder within 15 days of issue of work order. The time period of the agreement would be one year from the date of issue of work order, extendable as per RTPP rules.
- C. Work will be awarded to lowest quoting bidder i.e. L 1 bidder.
- D. Validity of the Bid: Period of validity of this bid is 90 days from the bid opening date.
- E. Negotiations – Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. Circumstances under which negotiations are to be held and the method of negotiation would be as per rule 69 of RTPP rules.
- F. Purchase preference – Items listed in notification no. F 1 (8)/FD/GF&AR/2011 dated 19.11.2015 under schedule are reserved items for MSME firms only. Bids from firms other than MSME shall not be considered for eligible for participating in the bid. For items other than reserved items, if MSME firms participate in the bidding process then purchase preference shall be in accordance with the policy of state government notified / prevalent at the time of submission date of the bid i.e. F 1 (8) FD/GF&AR/2011/ 19.11.2015 and notification no. F 2 (1)/ FD/SPFC/2017/ 28.8.18 or any other notification issued GoR.
- G. Punishment – In the bidder during the supply of goods, interferes with the procurement process as mentioned in section 42 of RTPP act, then following action can be taken – a) As per section 42 of RTPP act, the bidder could be punished with fine which may extend up to INR 50 Lakhs or ten percent of the performance security, and / or b) as per section 46 of RTPP act, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding 3 years.
- H. Liquidated damages and Penalty Clause :
In case of unsatisfactory work and any delays in delivery from the time schedule finalized by the Dept. for items of works listed in the Scope of Work and the work order or underperformance would invite a penalty to be imposed upon the agency as per the provisions of GF&AR, including forfeiture of Security Deposit. Serious lapse in responsibilities may also lead to blacklisting of the firm, as may be deemed fit by the Dept. of Tourism, Govt. of Rajasthan.
- I. Termination:

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

- a. If the Agency becomes insolvent or goes into compulsory liquidation.

- b. If the Agency, in the judgment of Dept. of Tourism, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- c. If the Agency submits to the Dept. of Tourism a false statement which has a material effect on the rights, obligations or interests of Dept. Of Tourism.
- d. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Dept. of Tourism.
- e. 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 Dept. of Tourism shall give a written advance notice before terminating the Contract of firm.

J. **Force Majeure :**

- a. 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.
- b. 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.

K. **Arbitration:**

- (i) in event of any dispute or difference between the Dept. and the Agency, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, dept. of Tourism. The provision of Arbitration and Conciliation Act, 1996 (No.26 of 1996) shall be applicable to the arbitration. The Venue of such arbitration shall be at Jaipur or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on the Dept. and the Agency. The cost of the arbitration shall be shared equally by the Dept. and the Agency to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.
- (ii) Pending the submission of and /or decision on a dispute, difference or claim or until the arbitral award is published; the Dept. and the Agency shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.
- (iii) The first appellant authority is Principal Secretary, Tourism and second appellant authority is Finance Department as per RTPP Rules 2013.

- L. **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.

Form – A: Technical Bid

Notice Inviting Bids (Rate Contract) no.- 264

Bids for Rate Contract for Transport of Publicity Literature

S N	Criteria	Response (Page No.)
1.	Name & Address of the bidder Tel / Email / Mobile	
2.	Address of the Office	
3.	Date of Establishment of organization (enclose evidence)	
4.	Firm will have to submit an average minimum turnover of Rupees 5 Lakhs (five Lakhs) per annum in format of audited balance sheets in last three years (2022-23, 2023-24, 2024-25).	
5.	Total work experience in the field (In years) (Min. 3 yrs.), enclose self declaration	
6.	Enclose PAN No.	
7.	Enclose GST Registration	
8.	Details of Bid Security deposited	
9.	Details of Bid Application fee (Rs. 500/-) deposited	
10.	Any other information	

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)

Form – B: Financial Bid

Notice Inviting Bids (Rate Contract), No. - 264

Financial Bid Format - RATE CONTRACT for Transport of Publicity Literature in Rajasthan and Delhi

Rate for transport of a	Rate for transport of a	Rate for transport of a bundle
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bundle of 20 – 30 kg. up to the distance of 300 kms Rate in Rs. including GST	bundle of 20 – 30 kg. beyond the distance of 300 kms Rate in Rs. including GST	of 20 – 30 kg. to Delhi Rate in Rs. including GST

Yours faithfully,

(Signature of the 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

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 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 (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or 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:
.....
.....
.....(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:

- 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 50% 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.