

Government of Rajasthan, Department of Tourism

"Paryatan Bhawan", Sanjay Marg, Opp. Thana Vidhyakpuri, M.I. Road, Jaipur
Telefax: 91-141-5155100/5155102, Email: cotraj@gmail.com,
Website: tourism.rajasthan.gov.in

No. F19 (145) CSS/DT/09/II/10464

Date :10.07.18

E-Bid Inviting
(Bid No. 102)

EXPRESSSION OF INTEREST FOR EMPANELEMENT OF PROJECT
CONSULTANTS / ARCHITECTS IN DEPARTMENT OF TOURISM

Department of Tourism invites Open Competitive bid from reputed, interested, eligible and experienced Consultants/Architects for empanelment in 2 broad categories viz **Category 1** – Consultants for making projects as per schemes of Ministry of Tourism Government of India and **Category 2** for standalone consultants working in areas of – horticulture landscaping development, heritage conservation\ restoration including civil works, preparation of feasibility reports for related tourism works at various monuments and tourist places, feasibility study projects for Rural Tourism, Adventure Tourism, Pilgrim, MICE, Medical/Wellness , Destination and other emerging fields of Travel Trade.

S. No	Name of Work	E-Bids invited from	Estimated Amount (Rs.) In Lacs.	E-Bid Security (Rs.)	Releases of E-Bid Advt.	Time & last date for Submission of E-Bid	Time and date for opening of technical bid
1.	Appointment of Consultants/Architects for making projects.	Reputed, interested, eligible and experienced Consultants/ Architects	25.00 lac	50,000/-	Dated 11.07.18	Up to 12 noon on Dated 26.07.18	3.00 PM on Dated 26.07.18

The E-Bid Application form can be downloaded from <http://eproc.rajasthan.gov.in>, sppp.raj.nic.in, and www.rajasthantourism.gov.in. Duly filled Bids can be submitted latest by dated 26.07.18 by 12.00 Noon. Demand draft of Rs. 1000/- as e-bid processing fee will have to be deposited in favour of MD. RISL. Jaipur and Rs. 400/- as bid document fee in favour of Director, Department of Tourism, Rajasthan, Jaipur should be deposited in Department of Tourism before scheduled time.

-Sd-
Director, Tourism

Government of Rajasthan, Department of Tourism

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SCHEDULE OF E-BID PROCESS

Event Description	Scheduled Date
First Stage: Release of E-Bid Advertisement	11.07.18
Last Date for submission of E-Bid	26.07.18 upto 12.00 Noon
Date & Time of Opening of Technical Bids	26.07.18 at 03.00 PM
Date of AV Presentation	To be intimated separately
Bid Application Fee <i>(DD should be drawn in favor of "Director, Department of Tourism" from any Nationalized / Scheduled Bank, Payable at Jaipur)</i>	Rs. 1000/-
RISL Fees (DD should be drawn in facour of M.D., RISL from any nationalized scheduled bank payable at Jaipur)	Rs. 1000/-
Date of Award of Contract	After finalization of Technical Bids
Execution of work	As per work order / agreement
Bid Security <i>(Either in the form of a DD drawn in favor of "Director, Department of Tourism, Government of Rajasthan", payable at Jaipur or in the form of an irrevocable Bank Guarantee issued by one of the Nationalized/Scheduled Banks in India and having branch in Jaipur. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.</i>	Rs. 50,000/- (Fifty Thousand only)

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NOTICE INVITING 'EXPRESSION OF INTEREST' (EOI) FOR EMPANELMENT OF PROJECT CONSULTANTS / ARCHITECTS

Department of Tourism intends to empanel reputed consultants / architects in 2 broad categories viz Category 1 – Consultants for making projects as per schemes of Ministry of Tourism Government of India and Category 2 for standalone consultants working in areas of – horticulture, architecture, conservation and planning landscaping for tourism related works at various monuments and tourist places and also preparing feasibility study/projects for Cultural Tourism, Rural Tourism, Adventure Tourism, Pilgrim, MICE, Medical/Wellness , development, heritage conservation\ restoration including civil works, may be decided to deptt. From time to time and other emerging fields of Tourism as may be decided by the department from time to time.

"Expression of Interest" is thus invited from leading/ reputed experienced individuals/firms / project consultants in their capacities as individuals, firms & companies who are already working in these areas. The broad scope of work for both the above categories includes-

- a. Survey / study of existing sites / properties, new sites, preparing engineering plans, recording areas of distress / damages and photo documentation.
- b. Proposals for restoration and development thereof.
- c. Preparation of preliminary project reports / detailed project reports / tender estimates in detail. as per MOT, Guideline/Deptt. directions
- d. Undertaking supervisory consultancy during construction / on site project execution as standalone or integrated with scope work
- e. For **Category-1**, the Consultants will be required to provide Contractor Services for identified projects relating to Tourism Infrastructure at various tourist Destinations/Circuits/ MegaCircuits/ or in any other schemes requiring Project Conceptualisation, Planning, Monitoring, Design and Engineering, Architectural drawing etc.
- f. To provide professional services for various tourism related assignments, such as feasibility studies, Concept notes

- and plans, preparation of Detailed Project Reports with Drawings & Designs, Architectural Working & Structural Drawings, Project Monitoring Services.
- g. Continuous follow up with the funding agency/(ies) for getting the projects approved and sanctioned for category 1 consultants.
 - h. Monitor the Projects as per the Project Monitoring System of the Department. MOT, GOI Schemes.
 - i. Update Department about the Projects status and attend site visits and meetings. Wherever required by the department.
 - j. Make presentations to the concerned at DoT office or at the sites on ongoing basis as and when desired by the department including at any offices. To provide technical manpower to DOT Office as and when required.

The Consultant will be required to provide all the services and would also be required to represent Rajasthan Tourism for any presentations, clarifications, amendments, etc. on a regular basis with the funding agencies.

Financial quote will be called from all empanelled consultants in each category as per work requirement.

The Consultant is required to have requisite and competent personnel to do regular site visits across the state of Rajasthan, interaction with state govt. deptt, local agencies, contracting agencies and the funding agencies.

To be eligible for evaluation the bidder shall fulfil the following conditions:

1. The applicant should have a minimum of two years experience in the field of Consultancy/ Experience of having prepared Tourism Infrastructure including creation of Concept Notes, Preparation of Detailed Project Reports, Architectural Services and Project Monitoring Services in India over three years i.e. 2015-16 and 2016-17
2. (i) The applicant will be required to submit complete set of Chartered Accountant certified copy of the Annual Accounts of each of the past two years (2014-15, 2015-16 and 2016-17) giving details of Turnover and other financial parameters along with the Application as per the prescribed format. The Applicant must have received a minimum average annual income of Rs. 1 crore from professional consulting fees relating to Tourism Projects during last two preceding financial years i.e. 2015-16 and 2016-17.
(ii) Applicant shall separately submit last two years annual audited accounts certified by Chartered Accountant. Income from Tourism Project shall be shown separately along with total income.
3. For category 1 preference will be given to consultants who have done

Projects under Ministry of Tourism, Government of India's Schemes as well as with State Governments also. The bidder must have prepared Concept Notes, Detail Project Reports, provided Architectural services and performed Project Monitoring Services for such Projects and are required to attach copies of Work Orders or MOUs as proof.

4. Kindly note that applications falling short of above criteria will be rejected.

Evaluation Criteria for Selection of Consultants-

5. **Evaluation of Technical Proposals for both categories separately will be as under:**

5.1 The Technical Proposal for each category will be evaluated on the basis of Applicant's experience, its understanding of RFP, proposed methodology and Work Plan, and the experience of Key Personnel. The scoring criteria to be used for evaluation shall be as follows:

Sched	Criteria	Weight
A	Detailed Project Reports with Drawings & Designs- Experience in Heritage / Tourism Infrastructure Projects in the past two financial years with demonstrated expertise in preparation of Detailed Project Reports with Initial Drawings & Designs -Under the Government of India and Ministry of Tourism's Centrally Sponsored Schemes as well as state government for Development of Tourism Infrastructure for Category 1 For Category 2 works done for State Governments / State Govt	15 marks
B	Heritage / Tourism Projects \ Heritage Architectural Consulting Services- Experience in Tourism Infrastructure Projects in the past two financial years with demonstrated expertise in providing Architectural Consulting Services— Working and Structural Heritage Drawings	15 marks
C	Project Monitoring Services- Experience in Tourism \ Heritage Projects in the past two financial years with demonstrated expertise in Project Implementation \ Monitoring Services under the Government of India and Ministry of Tourism's Centrally Sponsored Schemes for Development of Tourism Infrastructure	15 marks
D	Experience of Key Personnel	15 Marks
E	Conceptualisation on power Approach, to work, Methodology, Work Plan, Vision for Rajasthan etc- Based on AV presentation to be made by intending consultants	40 marks

	Technical Score -Total	100 marks
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Note: Experiences in Tourism \ Heritage Projects under A, B, C and D may overlap. However, credit will be given separately for the same in each category.

6. Evaluation of Applications:

Applicant firms will be ranked from highest to lowest as per their Technical Score. The Applicants not scoring minimum 60 marks out of maximum technical score of 100 will be rejected.

7. How to apply

Interested Applicants may indicate their expertise in areas as indicated above and send their applications in the prescribed Performa / Schedules, enclosing all relevant documents duly attested by the authorized personnel. Department may stop the process of selection of consultants at any stage without assigning any reason.

8. Tentative Mode and Schedule of payments:

For category -1 consultants: The payment schedule for works shall be as follows:

A. Preliminary Report (PR)		
a)	On submission and acceptance of Preliminary Report to the department	Payment as quoted for the Preliminary Report
b)	After receipt of approval/prioritization of the project from Govt. of India and submission of Draft Detail Project Report	10% of the quoted amount
c)	On submission and acceptance of Final Detail Project Report	20% of the quoted amount
d)	On submission and acceptance of tender documents, execution drawings, detailed engineering drawings and G-Schedule (tender document) and issues of work accordingly by the executing agency	60% of the quoted amount

e)	Last installment would be released on completion of work, UC/CC and its documentation with photographs / Video Films and satisfactory supervision of the project etc.	10%
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Note:-For each stage payment will be made after adjusting for the payment made for the pervious stage.The payment to consultants will be made in proportion to funds released form MOT,GOI for project funded by State Government or its affiliates the above condition will not be applicable.

For category -2 consultants- The tentative payment schedule for works shall be as follows:

Mandatorydeductions, TDS etc from the payments will be made as per prevailing relevantrules inforce.All rates quoted should be inclusive of all taxes and levies no payment whatsoever will be made on this account.

9. FormatsforSubmission:

The tenders fortheSelectionoftheConsultantsshouldbesubmittedby On line

TechnicalBid

Asper theScheduleI& II (A,B,C, D,E, F) and Schedule III

10. Agenciessubmittingproposalswill notbepermittedtoalterormodifytheir bids aftertheexpiryofthe deadlinefor receipt ofbids.
11. TheTenureoftheApplicant firm selectedthroughthisprocesswill beoneyear. An agreement /MOU shall be signed between the empanelled consultant and the department.

12. Submission:

The tenderdocumentduly completed and signed should be submitted in asealed cover for each category separately and super scribed:“**Consultancy ServicesforTourismInfrastructureProjects Category- --**”soastoreach the following addressby**12:00p.m.latestby -----2018**

13. **Security Deposit:** The empanelled consultant will have to enclose Demand Draft of amount equivalent to 5% of the quoted amount for any work for which offers are sought from the agencies after empanelment and award of work.
14. In case any clarification is required, the office of undersigned can be contacted during office hours.

15. The Director, Department of Tourism reserves the right to accept or reject any or all the offers without assigning any reasons thereof.
16. in case of delay or default in delivery of the services, Liquidated Damages (LD) as per the provisions of the General Finance and Accounts Rules (GF&AR) will apply on the empanelled firms.
17. Wherever applicable, provisions of the Rajasthan Transparency in Public Procurement Act 2012 and rules thereunder and General Finance and Accounts Rules (GF&AR) will be effective and entire tendering process will be undertaken as per provisions of this Act.

Addl. Director (Dev), Tourism

Declaration By the Tenderer

I/ We _____ having our office at _____,
_____ the undersigned, offer to provide the consultancy services for the Tourism Infrastructure projects in accordance with your Request for Proposal dated _____.

I/We have read all the Terms & Conditions of the tender floated by Department of Tourism, Government of Rajasthan and agree to abide by all the Terms & Conditions set forth therein.

We hereby submit our proposal which includes a minimum Eligibility Criteria, a Technical Proposal, and a Financial information.

We understand you are not bound to accept any proposal you receive.

Yoursincerely,

Signature:
Name of Firm:
Address:

General Terms and Conditions :

1. Successful bidder will have to deposit 5% of total bid amount as performance security, within two weeks of issue of work order. No interest will be paid on these deposited. The bid security deposited earlier may be paid adjusted against the performance securities. Performance security will be refunded after one month of successful completion of the contract.
2. An agreement on non judicial stamp paper worth Rs. 1000/- would be signed between the department and the successful bidder with in 15 days from issuance of work order.
3. Penalties would be imposed in case of delayed of faulty services as per provisions of GF&AR, RTPP rules and Prevailing rules and Act as decided by Department.
4. Period of validity of this bid is 90 days from the closing date for submission of the proposals.
5. Where ever specific terms and conditioned have not been spelt out in bid document, General Finance and Accounts Rules and RTPP Act & Rules of the State government shall apply.
6. Bids received after the due date and time will not be considered and rejected.
7. 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 bidder becomes insolvent or goes into compulsory liquidation.
 - II. If the bidder in the judgement of Deptt. of Tourism , has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
 - III. If the bidder submits to the Deptt. of Tourism as false statement which has a material effect on the rights , Obligations or interests of Deptt. of Tourism.
 - IV. If the bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Deptt. of Tourism.
 - V. If the bidder 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 termination the Contract of firm.
8. **Force Majeure :**
 - I. Neither Party will be liable in respect of failure to fulfil its obligation, if the said failure is entirely due to Acts of God, Government 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 such Party's agents or employees, nor
(ii). any events 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 and 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.

9. Arbitration :

(i) In event of any dispute or difference between the deptt and the Agency, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Deptt. of Tourism. The provision of Arbitration and Conciliation Act , 1996 (No. 26 of 1996) shall be applicable to the arbitration. The Venue of such arbitration shall be at Jaipur or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), Which shall be final and binding on the Deptt. and the Agency. Shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

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

10. **Jurisdiction :** The contract shall be governed by law 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.

11. 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 to accept the bid either in full or in part. Conditional, erroneous and incomplete Bids will be rejected outright.

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

**Director, Tourism
Government of Rajasthan**

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

Signature of bidder with seal

APPLICATION FORM

Schedule 'I'

COMPANY PROFILE

1	Name of applicant with full address	
2	Tel. No.	
3	Fax No.	
4	Email	
5	Whether the firm is an individual, proprietary concern, a Registered Partnership firm or a Limited Company.	
6	Name and address of the person holding the Power of Attorney	
7	Place of Business (State of India)	
8	PAN Number	
9	Service Tax Registration Number	
10	Date & Year of Establishment of firm	
11	Number of years of experience in Consultancy Services	
12	Experience in arranging funds under Centrally Sponsored Scheme of Product / Infrastructure Development for Destinations and Circuits to State Tourism Infrastructure Projects in the past three financial years (No of projects receiving funding).	
13	Any other important information about the organization	

Schedule II‘A’

TECHNICAL COMPETENCE – DETAILED PROJECT REPORTS

**TOURISM INFRASTRUCTURE PROJECTS EXPERIENCE IN LAST 2
YEARS**

S. No	Client organisation under whom work was carried out	Financi al Year	Brief details of Projects	Funding Agency / Scheme	Work Order Attached (YES/NO)
Total					

Signature of Authorized Signatory of Applicant (s)

Note: Absence of copies of Work Orders/ MOUs shall lead to non consideration of experience.

Schedule II 'E'

**DETAILS OF KEY TECHNICAL & ADMINISTRATIVE PERSONNEL
ASSOCIATED**

S. No	Designation	Name	Qualification	Professional Experience and Details of work carried out	No. of years Experience	Date since associated with the firm

Signature of Authorized Signatory of Applicant (s)

Schedule II'F'

PRESENTATION OF THE PROPOSAL

**PRESENTATION TO DEPARTMENT OF TOURISM, GOVERNMENT OF
RAJASTHAN**

Hard Copy of the presentation is attached with the Technical Proposal

Signature of Authorized Signatory of Applicant (s)

Schedule III

FINANCIAL INFORMATION

Audited Annual Accounts to be submitted, duly supported by copies of Balance Sheet, Profit & Loss account along with the Auditor's Report, Director's Report and Schedules for the last two years.

The Gross Annual Turnover (as submitted by the applicant to the Income Tax Department) to be duly certified by the Chartered Accountant:

	2015-16	2016-17
Gross Annual Turnover from professional consulting		

Signature of Chartered Accountant with seal

Signature of Authorized Signatory of Applicant (s)

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 attempt 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 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, nor otherwise participating as a Bidder, in more than one Bid; or
 - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Annexure-B

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bids No Dated.....

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 competencerequiredbytheBiddingDocumentissuedbytheProcuringEntity;**
- 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 do 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 debarkment 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:

Annexure C

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Director, Department of Tourism, Government of Rajasthan, Sanjay Marg, Opp. Thana Vidhayakpur M. I. Road, Jaipur. The designation and address of the Second Appellate Authority is Principal Secretary, Department of Tourism, Government of Rajasthan Room No. 4122, Main Building, Government Secretariat, 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 thereunder, 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 filed 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 off within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

- (4) Appeal not to lie in certain cases
No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
- (a) determination of need of procurement;
 - (b) provisions limiting participation of Bidders in the Bid process;
 - (c) the decision of whether or not to enter into negotiations;
 - (d) cancellation of a procurement process;
 - (e) applicability of the provisions of confidentiality.
- (5) Form of Appeal
- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
 - (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- (6) Fee for filing appeal
- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 - (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.
- (7) Procedure for disposal of appeal
- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

FORM No. I

[Seerule83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No..... of.....

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

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

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

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal:

.....

.....

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

Place.....

Date.....

Appellant's Signature :

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.

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COMBINED & FINAL EVALUATION

Schedule	Criteria (Change as per earlier page)	Maximum Marks	Marks obtained
A	Detailed Project Reports with Drawings & Designs Experience in Tourism Infrastructure Projects in the past two financial years with demonstrated expertise in preparation of Detailed Project Reports with Initial Drawings & Designs under the Government of India and Ministry of Tourism's Centrally Sponsored Schemes for Development of Tourism Infrastructure	15 marks	
B.	Architectural Consulting Services Experience in Tourism Infrastructure Projects in the past three financial years with demonstrated expertise in providing Architectural Consulting Services – Working and Structural Drawings under the Government of India and Ministry of Tourism's Centrally Sponsored Schemes for Development of Tourism Infrastructure	15 marks	
C.	Project Monitoring Services Experience in Tourism Infrastructure Projects in the past three financial years with demonstrated expertise in providing Project Monitoring Services under the Government of India and Ministry of Tourism's Centrally Sponsored Schemes for Development of Tourism Infrastructure	15 marks	
D.	Mega Destinations and Circuits Competence under the Government of India and Ministry of Tourism's Centrally Sponsored Schemes for Development of Tourism Infrastructure – Experience of at least one Mega Destinations and Circuits in the past three years.	5 marks	
E	Experience of Key Personnel	10 marks	
F	Marks For Presentation based on Approach, Methodology, Work Plan, Vision and Past Performance	40 marks	
	Total/Maximum Technical Score	100 marks	

Signature of Authorized Signatory of DOT