

**Government of Rajasthan**  
**Department of Tourism**  
Regional Tourism Office  
Fateh Memorial, Surajpol, Udaipur  
294 2411535, 2521971  
Email: trcudaiapur-dot@rajasthan .gov.in

No. F. ( ) Kumbhalgarh Festival / 12/3

Dated : 17.11.2021

**Notice Inviting Open competitive Bid for organizing Kumbhalgarh Festival on 1<sup>st</sup>- 3<sup>rd</sup> December, 2021, at Kumbhalgarh Fort, Rajsamand.**

Sealed financial bids are invited from interested, eligible and experienced suppliers for various arrangements to organize the Kumbhalgarh Festival on turnkey basis on 1<sup>st</sup> to 3<sup>rd</sup> December, 2021 at Kumbhalgarh Fort, District Rajsamand. Last date of submission of bids is 24.11.2021.

Details of the Bid document can be seen and downloaded from the website [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) and [www.tourism.rajasthan.gov.in](http://www.tourism.rajasthan.gov.in)

12/20/21  
17/11/21  
**Deputy Director**

**Government of Rajasthan**  
**Department of Tourism**  
Regional Tourism Office  
Fateh Memorial, Surajpol, Udaipur  
294 2411535, 2521971  
Email: trcudaipur-dot@rajasthan .gov.in

No. F. ( ) Kumbhalgarh Festival / 1213

Dated : 17.11.2021

**Short Notice Inviting Open competitive Bid for organizing  
Kumbhalgarh Festival on 1<sup>st</sup>- 3<sup>rd</sup> December, 2021, at Kumbhalgarh  
Fort, Rajsamand.**

Open competitive Financial Bid are invited from reputed, interested, eligible and experienced suppliers for various arrangements to organize Kumbhalgarh Festival (Stage, Sound System, lights and other logistic support) on 1<sup>st</sup> to 3<sup>rd</sup> December, 2021 at Kumbhalgarh Fort, District Rajsamand on turnkey basis.

Sr. No.	Name of Work	Estimated Cost of Work (INR In Lacs)	Time & last date for submission of Bid	Time and date for opening of bid
1.	Temporary Erection & Fabrication of stage, Sitting and Tent Arrangement	2.15	11.00 am 24.11.2021	03.00 pm 24.11.2021
2.	Temporary Accommodation include (Breakfast, Lunch, High Tea & Dinner)	2.95		

The Bid document can be downloaded from <http://sppp.rajasthan.gov.in> and Duly filled Bid can be submitted latest by 24.11.2021 at 11.00 AM.

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Deputy Director

**Organizing Kumbhalgarh Festival**  
**on 1<sup>st</sup> to 3<sup>rd</sup> December, 2021, Kumbhalgarh, Rajsamand.**

Government of Rajasthan intends to organize 'Kumbhalgarh Festival' at Kumbhalgarh Fort, District Rajsamand from 1<sup>st</sup> to 3<sup>rd</sup> December, 2021. Famous Folk & Sufi Singers, Classical Dancers & Instrumental Musicians would be performing during the festival.

**A. Scope of Work**

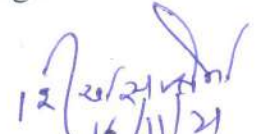
Department intends to hire interested, eligible and experienced suppliers of different material for required arrangements to be done during Kumbhalgarh Festival on turnkey basis to ensure overall harmony and smooth organization of the program.

**Arrangements required at Kumbhalgarh Fort**

- Erection & Fabrication of stage, arrangements of stage light and sound, greenrooms etc. as per requirement of the artists and for organizing programs as per schedule. Overall concept & implementation for sitting arrangement. (Covered Tent for approx. 2000 people) and other Tent arrangement as per the requirement at Venue.
- Temporary arrangements of lights at the prescribed area for smooth organizing of the Festival as per requirement. Silent (sound proof) Gensets as per requirement. Illumination of Kumbhalgarh Fort wall 500 Rft.
- To provide required vehicles for invited artists and official staff for smooth organizing of Festival.

**Specific Terms and conditions:**

1. The works mentioned above may kindly be assessed on site before execution of works as the same are liable to change at times. The above scope of work is illustrative and not exhaustive. Suitable minor corrections shall have to be made by suppliers to the satisfaction of DOT officers for which no extra payment shall be made.
2. The bids shall be in sealed envelopes. Financial rates for each of the item may be provided in financial bid.
3. For queries/clarifications the agencies may meet the undersigned at tel no. 0294-2521971.

  
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**Deputy Director**

**Specification of the required arrangements for all works are as under  
Temporary Erection & Fabrication of stage, Sitting and Tent Arrangement:-**

Sr. No.	Particulars	Approx Size/ Quantity
1	Wooden stage height 1.5 ft - 2ft with thick block board over the table and bracing of all legs on both sides and fixed with rope, 2 Nos. stairs & Jhallar including frill on all side of stage Durry/Carpet/White Plastic Paint Finish over the top of the stage & stairs/raisers as per approved design and direction of Officer-in-Charge.	1 nos (9x12 S. Ft.)
2	Wooden stage made out of steel legs upto 4'0" height and 19 mm thick block board over the table and bracing of all legs on both sides and fixed with rope with 2 Nos. stairs & Durry/Carpet/White Plastic Paint Finish over the top of the stage & stairs/raisers on two sides as per approved design and direction of Officer-in-Charge.	1 nos (36ft x 28,Ft.)
3	Plastic Moulded Chairs	300
4	Center Table(3x2x2.6") with table cloth, Jhallar Phrill etc.	10
5	Curtain 10'x15'	10
6	Red/Green Matting (Square Feet)	3000 S.Ft.
7	Kanat 6'x15'	60
8	Masand with cover	50
9	Takhata (Wooden) 6'x3'	10
10	Covered Tent with matting	60x120 S. Ft
11	Camel Colour Carpet	60 x 100 S. Ft
12	Baricattng - Wooden & Iron pipe (2 balli) (Run feet))	500 RFT
13	Bedding Set (Mattresses, Pillow, Rajai with cover)	220
14	VIP Chair	30
15	Dunlop Mattress	75
16	Aarti (3 Ft. Height)	1
17	Green Room Covered with Ply and with table, chairs, mirrors as per requirement	2 Nos. 15 x 10 S.ft.
18	Stage Masking	4x 36 S.ft.
19	White cover for VIP Seating	3000 S.ft.
20	Chemical Toilet	2 Nos.
21	Sofa Set	02 Nos.

**Accommodation (With Breakfast, Lunch and Dinner)**

S.No.	No of Rooms with Breakfast, Lunch & Dinner (Approx)	Date
1	15	01.12.2021
2	15	02-12-2021
3	15	03-12-2021

**The above list is only indicative and not exhaustive.**

**Financial rates & Technical norms for each of the proposed activities during the event may be provided in a separate sealed envelope.**

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### Terms and conditions:

(Limited bid for Kumbhalgarh Festival 1<sup>st</sup> to 3<sup>rd</sup> December 2021)

1. The bidder must either be exclusively a firm supplying such items and services or a firm having exclusively defined division within the company which handles such assignments.
2. The bidder should have 3 years proven experience of event management.
3. Rate including taxes should be quoted. GST and VAT as applicable and as per actual.
4. Conditional bid will not be considered.
5. Payment will be made by way of electronic transfer of billed and passed amount in the bank account of the agency in Indian Rupees. The bills should be submitted clearly indicating the agency's charges and the tax component as applicable and as per actual.
6. For facilitating Electronic Transfer of funds, the selected agency will be required to indicate the name of the Bank & Branch, account number (i.e. bank name, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled, to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected firm.
7. The cost/rates should be valid for up to the period of the contract.
8. The financial bid offers will be submitted in separate sealed envelope. Financial bid offers will be submitted in individual BOQ (form-B) only. Financial bid envelope will be submitted in container envelope with name & address of bidders and name of work and Technical bid submitted in separate envelop.
9. Deputy Director, Tourism, Government of Rajasthan, Udaipur reserves the right to accept or reject any bid or its part without assigning any reasons thereof.
10. The date and time of opening of financial offers is mentioned in bid document.
11. The agreement between the firm and Dept. of Tourism may be terminated any time if it is found that the firm is unable to perform the work or can't maintain the safety & creative standards of the work or violates any of the conditions stipulated by the Department.
12. No advance payment for the ordered work will be given to the firm.
13. The bid document shall be signed by authorized signatory of the submitting firm with date and seal.
14. Bids received after the due date and time will not be considered.
15. Termination: Regi. Deptt. of Tourism may terminate the contract of bidder in case of the occurrence of any of the events specified below:

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- I. If the Agency becomes insolvent or goes into compulsory liquidation.
  - II. If the Agency, in the judgment of Regional Deptt. of Tourism, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
  - III. If the Agency submits to the Regional Deptt. of Tourism a false statement which has a material effect on the rights, obligations or interests of Deptt. of Tourism.
  - IV. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Deptt. of Tourism.
  - V. If the Agency fails to provide the quality services as envisaged under this Contract. Reasons for the same would be recorded in writing. In case of such an occurrence Deptt. of Tourism shall give a written advance notice before terminating the Contract of firm.
16. Wherever specific terms and conditions have not been spelt out in bid document, General Finance and Accounts Rules & RTPP Act, 2012 and RTPP Rules 2013 of the state government shall apply.
  17. The scope of the work mentioned in bid may be reassessed on site before execution of works for reasonability. For any additional work having financial implication which is outside the scope of work but has to be done by the agency on the request of the department, a committee of officers will examine the reasonability of claims and recommend to Regional Director, Tourism and decision of Deputy Director, Tourism will be final.
  18. The firm would be responsible for all risks involved in the work. For any accident or mishap, the bidder would be solely responsible.
  19. All costs incurred by the firm in respect of submission of offer shall be borne by the concerned bidder.
  20. Penalties would be imposed in case of delay or deficiency in services as per provisions of GF & AR & RTPP Act and Rules and as decided by Department.
  21. The bidder should quote rates inclusive of all duties and taxes, transportation charges, T&P, FOR etc required for completion of event. No extra payment other than agreed payment as quoted by contractor (Complete Rate) according to bill of quantities will be paid. No cartage / transportation charges or any other charges will be paid by the Government.
  22. Specification: All services provided shall strictly conform to the specifications, laid down in the bid form/work order.
  23. Rejection:
    - (i) Articles not approved during inspection or testing shall be rejected and shall have to be replaced by the bidder at his own cost within the time fixed by the department.

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- (ii) If, however due to exigencies of Government work, such replacement either in whole or in part is not feasible, after giving an opportunity to the bidder of being heard, the department will deduct a suitable amount from the approved rates. The deductions so made shall be final.
24. The rejected articles shall be removed by the bidder immediately for which department shall not be responsible for any loss. Shortage or damage will be at the bidder's risk and on his account.
  25. The Procurement Committee may cancel the contract, if it is of opinion that bidder is not able to fulfil the requirements of the department to organise the festival and Procurement Committee may further call the next lowest bidder for the new contract after cancelling contract of first lowest bidder.
  26. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred by the Parties to Deputy Director, Tourism, whose decision shall be final.
  27. Any legal proceedings, if necessary, by any of the parties (Government or Contractor/firm) shall have to be instituted in courts situated in Udaipur city.
  28. Services shall be made available at the place specified in bid document or for destination as specified in the work order.
  29. Department may place additional work order as per rule 73 of RTPP Act 2013.
  30. For any clarification, the interested agencies may meet the undersigned or queries can be sent through mail at [trcudipur-dot@rajasthan.gov.in](mailto:trcudipur-dot@rajasthan.gov.in) addressed to Deputy Director.
  31. Annexure A, B, C & D of RTPP Act 2012 & RTPP Rules 2013 will also be binding on the bidder.
  32. Force Majeure:
    - I. Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.

- II. A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
43. Jurisdiction: The contract shall be governed by laws of Rajasthan/India and all Government rules on purchase matter issued from time to time and in force for the time being are applicable to this contract tender.
44. The Deptt. of Tourism is not bound to accept any bid or assign any reason for non-acceptance. The Deputy Director, Deptt. of Tourism reserves the right to accept the bid either in full or in part. Conditional, erroneous and incomplete Bids will be rejected outright.
45. The first appellate authority will be Director, Department of Tourism, Govt. of Rajasthan, Jaipur and the second authority will be Finance Deptt., GoR.

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**

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**Government of Rajasthan**  
Department of Tourism  
(Open Bid For Kumbhalgarh Festival 1<sup>st</sup> to 3<sup>rd</sup> December, 2021)

**To,**  
**The Deputy Director,**  
**Regional Department of Tourism**  
Government of Rajasthan  
Fateh Memorial, Surajpol,  
Udaipur

We, the undersigned declare that:

1. We have examined the bidding document.
2. If our bid is accepted, we commit to deposit a performance security if applicable.
3. We are not participating as bidders in more than one bid in this bidding process.
4. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the State Govt. or the procuring entity.
5. We understand that this bid, together with your written acceptance shall constitute a binding contract between us, until a formal contract is prepared and executed.
6. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
7. We agree to permit the procuring entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the procuring entity.
8. We declare that we have complied with and shall continue to comply with the provisions of the code of integrity for bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012 the Rajasthan Transparency in Public Procurement Rules, 2013 and this bidding document in this procurement process and in execution of the contract.
9. We accept to abide by the conditions and additional information of the bid released by Deputy Director, Tourism.
10. Following documents have been attached along with this bid :-
  - i) Bid document with signature and seal.
  - ii) Photocopy of PAN Card issued by Income Tax Dept.

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- iii) Declarations by the bidder as per rule 7 of RTPP act and the declarations of compliance with the code of integrity and no conflict of interest (attach annx. A & B) have been enclosed.
- iv) If the bidder is a firm /company, then the authorization letter of authorized representative containing his name, address and status with signature have been enclosed. Department will not contact anyone else in this regard.

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

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**Government of Rajasthan**  
**Department of Tourism**  
**(Open for Kumbhalgarh Festival)**  
**Form-B, Financial Bid (BOQ)-I**

Sr. No.	Particulars	Approx Size/ Quantity	Cost per unit	Total cost of item	Tax as applicable	Total inclusive of taxes
1	Wooden stage height 1.5 ft - 2ft with thick block board over the table and bracing of all legs on both sides and fixed with rope 2 Nos. stairs & Jhallar including frill on all side of stage Durry/Carpet/White Plastic Paint Finish over the top of the stage & stairs/raisers as per approved design and direction of Officer-in-Charge.	1 nos (9x12 S. Ft.)				
2	Wooden stage made out of steel legs upto 4'0" height and 19 mm thick block board over the table and bracing of all legs on both sides and fixed with rope with 2 Nos. stairs & Durry/Carpet/White Plastic Paint Finish over the top of the stage & stairs/raisers on two sides as per approved design and direction of Officer-in-Charge.	1 nos (36ft x 28,Ft.)				
3	Plastic Moulded Chairs	300				
4	Center Table(3x2x2.6") with table cloth, Jhallar Phrill etc.	10				
5	Curtain 10'x15'	10				
6	Red/Green Matting (Square Feet)	3000 S.Ft.				
7	Kanat 6'x15'	60				
8	Masnad with cover	50				
9	Takhata (Wooden) 6'x3'	10				
10	Covered Tent with matting	60x120 S. Ft				
11	Camel Colour Carpet	60 x 100 S. Ft				
12	Bari Catting - Wooden & Iron pipe (2 balli) (Run feet)	500 RFT				
13	Bedding Set (Mattresses, Pillow, Rajai with cover)	220				
14	VIP Chair	30				
15	Dunlop Mattress	75				
16	Aarti (3 Ft. Height)	1				

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17	Green Room Covered with Ply and with table, chairs, mirrors as per requirement	2 Nos. 15 x 10 S.ft.				
18	Stage Masking	4x 36 S.ft.				
19	White cover for VIP Seating	3000 S.ft.				
20	Chemical Toilet	2 Nos.				
21	Sofa Set	02 Nos.				

The above quoted rates include all expenses in accordance with the terms & conditions of bid document and execution of the work at the venue as per requirement.

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**Signature of bidder**

**Government of Rajasthan**  
**Department of Tourism**  
**(Open Bid for Kumbhalgarh Festival)**  
**Form-B.Financial Bid (BOQ)-I**

S.No.	No of Rooms with Breakfast, Lunch & Dinner (Approx)	Date			
1	15	01.12.2021			
2	15	02-12-2021			
3	15	03-12-2021			

The above quoted rates include all expenses in accordance with the terms & conditions of bid document and execution of the work at the venue as per requirement.

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**Signature of bidder**

**DECLARATION BY TENDERS**

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

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled

**Signature of the Tenderer with stamp**

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**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

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- 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.

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**Declaration by the Bidder regarding Qualifications**

**Declaration by the Bidder**

**In relation to my/our Bid submitted to ..... for procurement of in response to their Notice Inviting Bids No ..... Dated ..... I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:**

1. **I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;**
2. **I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;**
3. **I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;**
4. **I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;**
5. **I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;**

**Date:**

**Place:**

**Signature of bidder Name:**

**Designation:**

**Address:**

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Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Director, Tourism, Govt. Jaipur.

The designation and address of the Second Appellate Authority is Finance Deptt., GoR.

(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;

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- (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.

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[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:
    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 :**

**Annexure D :**

**Additional Conditions of Contract**

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## **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

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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 rules 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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## Form of Bid-Securing Declaration

Date :  
Bid No. :  
Alternative No. :

To :  
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We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if :-

- (i) we are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our Bid.
- (iv) the cancellation of the procurement process; or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed :-----

Name :-----

In the capacity of :-----

Duly authorized to sign the bid for and on behalf of :

Dated on        day of

Corporate Seal -----

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.]



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## खुली निविदा के लिए निविदा एवं संविदा की शर्तें

**टिप्पणी :-** निविदा दाताओं को इन शर्तों को सावधानी पूर्वक पढ़ना चाहिये तथा अपनी निविदा भेजते समय इनको पूर्ण रूपेण पालन करना चाहिये।

1. निविदादाताओं को निविदा सूचना में दिये गये निर्देशों के अनुसार उचित रूप से मुहरबंद लिफाफो में बन्द करना चाहिये।
2. निविदादाता निविदा के प्रत्येक पृष्ठ पर हस्ताक्षर करेंगे तथा अन्त में निविदा के समस्त निबंधनों एवं शर्तों को स्वीकार करने के प्रमाण मे हस्ताक्षर करेंगे।
3. निविदा में अंकित दरें शब्दों एवं अकों दोनों में लिखी जायेगी। इसमें कोई त्रुटिया एवं उपरिलेखन नहीं होना चाहिये। यदि कोई शुद्धियां करनी हो तो स्पष्ट रूप से की जानी चाहिये एवं उन पर दिनांक सहित लघु हस्ताक्षर किये जाने चाहिये। दरें स्याही/बॉलपेन से अंकित की जानी चाहिए।
4. निविदादाता द्वारा दरें समस्त करो सहित (Inclusive of All Taxes) प्रस्तुत की जायेगी।
5. टेकेदार अपनी संविदा या उसकी किसी सारवानं भाग को किसी अन्य एजेन्सी को नहीं सौंपेगा या उप भाडे (सबलैट) नहीं करेगा।
6. निविदादाता जिसकी निविदा स्वीकार की जायेगी विभाग द्वारा आदेश प्रदान करने की तारीख से कार्यादेश में वर्णित अवधि के भीतर सेवाएं प्रदान करेगा।
7. **प्रतिभूति राशि :-** निविदा खुलने के पश्चात् 2.5 प्रतिशत सफल निविदाता को प्रतिभूमि राशि जमा करवानी होगी। यह राशि उप निदेशक, क्षेत्रीय पर्यटन कार्यालय के पक्ष में जमा करवायी जानी चाहिए।
8. प्रत्येक निविदादाता को Bid Securing Declaration 50 रु. के स्टाम्प पर देना होगा।
9. **बयाना राशि का समपहृत :-** बयाना राशि को निम्नलिखित मामलों में समपहृत (FORE FEITED) कर लिया जायेगा :-
  1. जब निविदादाता निविदा खोलने के बाद किन्तु निविदा को स्वीकार के पूर्व प्रस्ताव को वापस लेता है या उसमें रूपान्तरण करता है।
  2. जब निविदादाता निविर्ष्टि समय के भीतर विहित किसी करार को यदि कोई हो निष्पादित नहीं करता है।
  3. जब निविदादाता निविदा स्वीकृति आदेश देने के बाद प्रतिभूति राशि जमा नहीं कराता है।
  4. जब वह विहित समय के भीतर प्रदाय आदेश के अनुसार मदों को प्रदाय आरंभ करने में असफल रहता है।
10. **करार एवं प्रतिभूति निक्षेप :-**
  1. सफल निविदादाता को आदेश के प्राप्त होने के 7 दिवस की अवधि के भीतर प्रारूप 17 में एक करार पत्र निष्पादित करना होगा तथा जिन कार्यों के लिये निविदाएं स्वीकार की गई है उनके मूल्य के 2.5 प्रतिशत राशि प्रतिभूति के रूप में जमा करानी होगी।
  2. प्रतिभूति राशि पर विभाग द्वारा ब्याज का भुगतान नहीं किया जाएगा।
  3. प्रतिभूति राशि नकद जमा कराई जा सकती है।
11. **प्रतिभूति निक्षेप का समपहृत (FORE FEITED) :-** प्रतिभूति की राशि को पूर्ण या आंशिक रूप से निम्नलिखित मामलों के समपहृत किया जा सकेगा :-
  1. जब संविदा के किन्हीं निबंधनों और शर्तों का उल्लंघन किया गया है।

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2. जब निविदादाता सम्पूर्ण प्रदाय संतोषजनक ढंग से करने में असफल रहा है।
3. प्रतिभूति निक्षेप को **समपहरत** करने के मामलों में युक्तियुक्त समय पूर्व नोटिस दिया जाएगा। इस संबंध में क्रेता अधिकारी का निर्णय अंतिम व मान्य होगा।
4. करार पत्र को पूर्ण करने एवं उस पर स्टाम्प लगाने के व्यय का भुगतान निविदादाता द्वारा किया जाएगा तथा विभाग का उक्त करार की एक निष्पादित स्टाम्पशुदा प्रति निःशुल्क दी जाएगी।
12. भुगतान कि कार्यवाही निविदादाता द्वारा क्रेता अधिकारी को उचित प्रारूप में सामान्य वित्तीय एवं लेखा नियमों के अनुसार बिल प्रस्तुत करने पर किया जाएगा तथा सभी प्रेषण प्रभार निविदादाता द्वारा वहन किये जायेंगे।
13. (1) विवादस्पद मदों के संबंध में कुल बिल राशि का क्रेता अधिकारी के विवेकानुसार अधिकतम 50% तक भुगतान रोका जायेगा तथा उस विवाद का निपटारा हो जाने पर रोकी गई राशि का निर्णयानुसार सीमा तक भुगतान कर दिया जायेगा।  
(2) उक्त मामलों के संबंध में जिनमें परीक्षण करने की जरूरत है, भुगतान तभी किया जाएगा, जब उनका क्रेता अधिकारी के स्तर पर परीक्षण कर लिया जाए। इस प्रकार के प्रकरणों में क्रेता अधिकारी का निर्णय अन्तिम व मान्य होगा।
14. निविदा प्रपत्र में सुपुर्दगी के लिये विनिर्दिष्ट समय से संविदा के सार रूप में समझा जायेगा तथा सफल निविदादाता क्रेता अधिकारी के स्पष्ट आदेश के प्राप्त होने पर नियम अवधि के भीतर प्रदाय करना होगा।
15. परिनिर्धारित नुकसानी की अधिकतम राशि 10 प्रतिशत होगी जो सामान्य वित्तीय एवं लेखा नियमों के अनुसार कटौती की जावेगी।
16. यदि निविदादाता कोई ऐसी शर्त आरोपित करता है तो निविदा की शर्तों के अतिरिक्त है या उनके विरोध में है तो ऐसी निविदा को स्वीकार नहीं किया जाएगा।
17. यदि संविदा के किसी प्रावधान के निर्वचन (Interpretation), आशय या संविदा की शर्तों के उल्लंघन के संबंध में कोई विवाद उत्पन्न होता है तो पक्षकारों द्वारा मामले को विभागाध्यक्ष को भेजा जाएगा, जो उक्त विवाद के लिये एकमात्र मध्यस्थ के रूप में अपने वरिष्ठ अधिकारी की नियुक्ति करेगा। यह नियुक्त अधिकारी इस संविदा से संबंधित नहीं होगा तथा उसका निर्णय अन्तिम व मान्य होगा।
18. समस्त विधिक कार्यवाहियां यदि संस्थित किया जाना आवश्यक है। किसी भी पक्षकार (सरकार या ठेकेदार) द्वारा उदयपुर शहर स्थित न्यायालयों में ही की जाएगी अन्यत्र नहीं।
19. **अन्य शर्तें :-**
  1. विद्युत व्यवस्था, हेतु राज्य सरकार से मान्यता प्राप्त ए श्रेणी के ठेकेदार का प्रमाण-पत्र संलग्न करें।
  2. पूर्व में किये गये राजकीय कार्य का अनुभव प्रमाण-पत्र संलग्न करें।
  3. फर्म का टीन नम्बर सर्विस टैक्स क्लियरेंस का प्रमाण-पत्र संलग्न करें।
  4. फर्म का पेन नम्बर अंकित करें।
  5. निविदाएँ निर्धारित प्रपत्र में ही भरकर प्रस्तुत करनी होगी, जिन्हें रु. 200/- नगद/डिमाण्ड ड्राफ्ट जमा करवाकर प्राप्त किया जा सकता है। जो निविदाएँ निर्धारित प्रपत्र में प्राप्त नहीं होगी। उन्हें निरस्त कर दिया जावेगा।
  6. निविदा में दी गई दरें दिनांक 31.03.2021 अथवा निविदा सूचना में अंकित तक मान्य होगी। उक्त अवधि परस्पर सहमति से बढ़ाई जा सकेगी।
  7. निविदा फार्म के साथ सेवा कर चुकती प्रमाण-पत्र एवं रेखाकर का रजिस्ट्रेशन प्रमाण-पत्र की प्रति संलग्न करना होगा।
  8. निविदादाता द्वारा लिफाफे ऊपर जिस कार्य हेतु निविदा प्रस्तुत की जा रही है का नाम खोलने की तिथि एवं समय अंकित करनी होगी।
  9. सशर्त निविदा स्वीकार नहीं की जावेगी।

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10. प्रत्येक निविदादाताओं को निविदा के साथ निर्धारित बयाना राशि का बैंक ड्राफ्ट / बैंकर्स चैक जमा कराना होगा। किसी भी निविदा के साथ बयाना राशि जमा नहीं कराने पर उस निविदा पर कोई विचार नहीं किया जावेगा तथा निविदा खुलने क पश्चात् किसी भी प्रकार की आफर मान्य नहीं होगी।
11. निविदाएं प्राप्त करने एवं खोले जाने की दिनांक को राजकीय अवकाश होने पर अगले कार्य दिवस में निविदाएं बेची/खोली जा सकेंगी।
12. निविदाएं निर्धारित तिथि एवं समय पर गठित कमेटी द्वारा उपस्थित निविदादाताओं के समक्ष खोली जावेगी।
13. स्वीकृत निविदादाता अनुबंध के अन्तर्गत स्वयं के कर्मचारियों को देय वेतन, भत्तों एवं कार्यों के दौरान उत्पन्न जोखिम एवं हानियों की क्षतिपूर्ति के लिए उत्तरदायी होगा। पर्यटन विभाग का इस बारे में किसी भी स्तर पर कोई उत्तरदायित्व नहीं होगा।
14. उप निदेशक, क्षेत्रिय पर्यटन कार्यालय, उदयपुर को किसी भी प्राप्त निविदा अथवा उसके किसी भाग को बिना कोई कारण बताएं अस्वीकृत करने का अधिकार होगा।
15. अन्य शर्तें जो निविदा फर्म के साथ संलग्न हैं दोनों पक्षों को मान्य होगी।

निविदादाता के हस्ताक्षर

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तकनीकी बिड में आवश्यक दस्तावेज संलग्न करने आवश्यक होंगे। इसके अभाव में वित्तीय बिड पर विचार नहीं किया जायेगा।

1. 3 वर्षों का कार्य अनुभव
2. जी.एस.टी नम्बर
3. पेन कार्ड
4. सील एवं हस्ताक्षर प्रत्येक पेज पर
5. Bid Securing Declaration 50 रु. के स्टाम्प पर निविदा शुल्क जमा कराने की रसीद

इस तकनीकी बिड में शामिल दस्तावेज में शिथलन उप निदेशक, क्षेत्रीय पर्यटन कार्यालय के अधिकार में रहेगा।

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