



## Government of Rajasthan Department of Tourism

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No. F. 3 ( ) Mktg/Stand Pavilion/DT/2024/ 16125-28

Date: 02.02.2024

1. M/s Impressive Events Hub Pvt. Ltd., B- 96 Janta Colony, Jaipur
2. M/s Chandra Entrepreneurs Pvt. Ltd., Chandra Group, Bani Park, Jaipur
3. M/s E Factor Experiences Limited, New Delhi
4. M/s Expression 360 Services India Pvt. Limited, New Delhi

**RFP No. 219/02/02/2024**

Sub: -Request for proposal (RFP) for construction and setting up of Rajasthan stand pavilions in domestic travel marts/ events.

Request for Proposal along with financial bid is invited from empaneled Event Management Agencies for construction and setting up of Rajasthan stand pavilions in domestic travel marts/ events in India (approx. number of domestic events-10 event). Each participating agency is expected to appoint a dedicated team. RFP shall include complete work on turnkey basis as per scope of work and general terms and conditions, structural and material specifications along with design and tentative list of events. RFP complete in all respect shall be uploaded online by agencies on [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in)

|  |   |
|--|---|
| RFP issue Date   | 03/02/2024  |
| Last date & time for online submission of Bid  | 05/02/2024 up to 02.30 PM   |
| Time & date for opening financial bid  | 05/02/2024 at 3.00 PM in Paryatan Bhawan, Jaipur  |
| Estimated cost for arrangements and City Branding & Beautification for Director General and Inspector General Conference | Rs. 50.00 Lakhs + taxes (Rs. Fifty Lakh plus taxes only)  |
| Bid Document Fee (non-refundable)  | E-Bid document fee of Rs. 1000/- (non-refundable) in favour of Director, Department of Tourism, Rajasthan, Jaipur will have to be deposited online through e-GRAS portal (Copy of e-GRAS challan to be submitted before 02:30 PM on 05/02/2024).<br>For e-GRAS challan - Budget Head Name – 0075-00-800-52-01 – निविदाप्रपत्र शुल्क |
| E- Bid Processing Fee (non-refundable)   | E-Bid processing fee of Rs. 1500/- (non-refundable) in favour of MD, RISL, Jaipur will have to be deposited online through e-GRAS portal (Copy of e-GRAS challan to be submitted before 02:30 PM on 05/02/2024).<br>Fore-GRAS challan- Budget Head Name – 8658-00-102-16-01-RISL FEES   |
| Bid Security   | Bid Security (refundable) – 2% of the bid value i.e. Rs. 1,00,000/- to be deposited before 02:30 PM on  |

*Jan*

05/02/2024). The bidders have to attached DD/BC/BG/e-GRAS Challan.

For

- DD/BC/BG in favour of Director, Department of Tourism, Rajasthan, Jaipur
- E-GRAS challan- Budget Head Name – प्रतिभूतिराशि (8443-00-103-00-00)

Note: Bid security of 2% of the estimated cost of work for normal bidder, for MSME/ SSI 1% and Sick Ind. 0.5%.

This RFP is being issued in continuation to Main E-Bid no: 179 dated 19.07.2022 issued for empaneling agencies and consequent office order No: 20788 dated 09.11.2022 and order no. 11454 dated 31.10.2023 which shall be treated as integral part of this RFP. Accordingly, all terms & conditions mentioned in that bid will be applicable. If there is any query, the empaneled agencies may contact Joint Director (Marketing), Paryatan Bhawan, and Jaipur at email: [mktg-dot@rajasthan.gov.in](mailto:mktg-dot@rajasthan.gov.in) tel.0141-2822807.


  
(Sumita Saroch)  
Joint Director (Marketing)

No. F. 3 ( ) Mktg/Stand Pavilion/DT/2024/

Date:

Copy for information and necessary action to the following: -

1. P.S. to Director, Department of Tourism, Jaipur
2. CAO, Department of Tourism, HQ, Jaipur.
3. ACP (Dy. Director), IT Cell, Department of Tourism, Jaipur to facilitate upload on E PROC & SPPP portal and departmental website.

  
(Naval Kishore Baswal)  
Deputy Director (Marketing)

## **Background Note**

Department of Tourism, Government of Rajasthan intends to engage the event management agencies for construction and setting up of Rajasthan stand pavilions in domestic travel marts/ events.

## **Scope of work**

### **Structural and materials specifications** **(work on turnkey and hire basis)**

- 1) Platform – 100 mm raised platform with ramp
- 2) Flooring – 1.5 mm carpet / vinyl flooring
- 3) Display panels (back-to-back finish) – 80 mm thick – 1200 mm W X 2400 mm height – 4/8/12/16 nos (also may vary according to stall size)-  
: metal fabricated structure – clad with waterproof high quality ply wood or MDF – Royal paint finish or similar material (as per stall size).
- 4) 1200 mm X 1200 mm X 3050 mm H Storage area with display - 1 nos (it may vary according to stall size) or as per stall size
- 5) Wall framing – 25 mm X 25 mm MS tube / 19 MM ply framing clad with 6 mm ply wood with paint finish - 9900 mm X 3050 mm -1 nos (as per stall area.)
- 6) Display panel – Backlit UV printed on self-adhesive vinyl - mounted on 6 mm Acrylic Sheet - clad on the backdrop wall.  
Size: -
  - 760 mm X 1525mm -8/12Nos. or as per stall size
  - 610 mm X 1525mm -6/8 Nos. or as per stall size
  - 1220 mm X 1830mm -4/6Nos. or as per stall size
- 7) Branding Facia back-to-back finish – Back lit unit.
  - 610 mm H X 2400 mm - 4nos
  - OR as per stall area.
- 8) illumination of the stall of if required concealed (150 mm dia LED) lights – MS fabrication and 20 mm ply wood (as per stall area.)
- 9) LED wall – P4 – 2440 mm W X 1830 mm H – 1 no with PA system
- 10) Reception counter with branding – 1000 mm H X 1525 mm W X 1220 mm D or as per stall size
- 11) Furniture (as per stall size)
  - a) Lounge area furniture
    - 2 seat sofa – 2 no.
    - Single seat sofa - 4 no
    - Center table – 1 no
  - b) Co exhibitor table with names – 8 – 10tables – as per the requirement

- c) Chairs – 2 chairs per co-exhibitor
- d) Co exhibitor table – square boxes table with co-exhibitor name/ Bar stool – 3 nos
- e) Gamla with plant (Flowerpot) - 5 (10 in bigger stand/foreign mart)

**Note: Indicative Design of the Pavilion is enclosed with this bid**

1. The bidder will be required to construct and set up the **temporary** structure of Rajasthan Tourism pavilions as per design and material specifications given in this bid document. The material used should be of standards quality and as per norms applicable for the travel marts.
2. The agency should be able to modify enclosed design as per site on site dimensions and floor plan (different creatives - backlit / front lit etc. can be used alternatively) as per requirements of the events.
3. The bidder should be capable of setting up stalls ranging from 9 to 200 sq. mtrs and more as per requirement.
4. The entire area hired for stall fabrication should be easily accessible and visible. There should be ample space for main exhibitor and co-exhibitors.
5. Electrical fixtures for illumination of the pavilion as per specifications and as per size. Power points for main and co-exhibitors as per requirement.
6. The bidder will be responsible to supervise the execution of work at site and manage the stall during the event.
7. Bidder will be required to erect pavilion structures during one years' contract period on turnkey basis.
8. Maintenance and replacement of broken parts of the stand during marts.
9. Dismantling, cleaning the stand after the event is over.
10. Carry Rajasthan Tourism Publicity Material such as brochures, booklets, posters, pen drives' s etc. at each mart. This material will be distributed by the duty officers / staff of the Dept. at the exhibition stand.
11. Time for completion of the work would be - 3 hours prior to the event.
12. Selected agency will coordinate with event / mart organizers for floor plan and actual dimensions of the exhibitions space on site.
13. After completion of event/s, the agency will dismantle the stand/ pavilion on its own. Department will not accept or store any material or scrape either after individual events or after expiry of contract. Therefore, all items/ equipment's used by the agency should be temporary nature and on hire basis.
14. Agency will also be responsible for carrying publicity material from for each event. This material would be about 20-50 Kg for each event.
15. Agency can be requested to execute any other work of related nature in existing or emergent situation on mutually agreed terms and as per rules.

## Design of the Rajasthan Tourism Stand Pavilion





## **SELECTION OF BIDDER**

**The successful bidder (L-1) will be decided on the basis of the total cost mentioned in the BOQ (Annexure-1).**

## **TERMS AND CONDITIONS**

1. The agency should submit the bid security of 2% of the estimated cost of work for normal bidder, for MSME/ SSI 1% and Sick Ind. 0.5%. Validity of the bid security will be 3 months.
2. Performance security which is equal to 5 % of total value of work will be deposited by the successful bidder through the DD/BC/BG. No interest will be paid on this deposit. The bid security money deposited earlier will be adjusted against the performance security. Performance security will be refunded after two months beyond the date of completion of all contractual liabilities of bidder, including warranty obligation and maintenance and defect liability period.
3. Bidders have to submit E-Bid document fee of Rs. 1000/- (non-refundable) in favour of Director, Department of Tourism, Rajasthan, Jaipur and E-Bid processing fee of Rs. 1500/- (non-refundable) in favour of MD, RISL, Jaipur will have to be deposited online through e-GRAS portal. Copy of E-challan to be submitted before **02.30 PM on 05/02/2024**. Bids without bid document fee, bid processing fee and bid security will not be considered.
4. The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.
5. All pages of the Financial Proposals should be duly signed with seal by the authorized representative of the firm.
6. From the time the bids are received till the time the contract is awarded, the Agency will approach the Department only through written communication.
7. The interested agencies should regularly visit the e-procurement portal of the State Government and Rajasthan Tourism website for any update in regard to this tender.
8. The Department of Tourism is not bound to accept any tender/bid or assign any reason for non-acceptance. The Department of Tourism reserves its right to accept the tender either in full or in part. Conditional, erroneous and incomplete Bids will be rejected outright.
9. 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 Agency.
10. Bids submitted by the bidders shall remain valid for the period as per rules.
11. The validity period of this rate contract is one year and will be effected from issuing date of work order.
12. The Director Tourism, Government of Rajasthan, Jaipur reserves the right to accept or reject any bid or its part without assigning any reasons thereof.
13. Selected firm will have to sign an agreement (SR-17) with Department of Tourism on Rs. 500/- non-judicial stamp paper as per rules.
14. The agreement between the firm and Department 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.
15. No advance payment for the ordered work will be given to the firm.
16. The bid document shall be signed by authorized signatory of the submitting firm with date and seal.
17. Bids received after the due date and time will not be considered.
18. Negotiations would be as per RTPP Rules.
19. The contract would be effective as per the work order which may be extended, in emergent situations on mutually agreed terms, as per the provisions of RTPP Act 2012 and Rules 2013. Similarly, the cost / rates will be valid of contract.

20. The Department of Tourism reserves its right to summarily reject offer received from any Agency on national security considerations, without any intimation to the bidder.
21. The Department of Tourism reserves its right not to accept bids from Event Management Agencies resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government Investigating Agencies / Vigilance Cell.
22. Termination: Department of Tourism may terminate the contract of bidder 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 Department of Tourism, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- c) If the Agency submits to the Department of Tourism a false statement which has a material effect on the rights, obligations or interests of Department of Tourism.

23. Blacklist and forfeit of performance security: Department of Tourism may blacklist and forfeited of performance security of bidder in case of the occurrence of any of the events specified below:

- a) If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Department of Tourism.
- b) 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 Department of Tourism shall give a written advance notice before terminating the Contract / blacklist/ forfeited of performance security of the agency.

24. Payment Terms:

- a) Payment will be made by way of electronic transfer of billed and passed amount in the bank account of the agency in Indian Rupees.
- b) The Agency may submit pre-receipt bills in triplicate towards activities completed for settlement.
- c) If the successful bidder fails to execute the activity as per time lines mentioned in the schedule approved by the Department, it shall be treated as under performance and penalty shall be imposed as decided by the department.

**25. Clause of delay:** (1) In case of delay solely on the part of bidder in the task/ services period, the recovery shall be made as liquidated damages on the basis of following percentages of value of services/ component which the **M/s.....** has failed to supply: -

- |  |      |
|--|------|
| (a) Delay up to one fourth period of The prescribed delivery period.                       | 2 ½% |
| (b) Delay exceeding one fourth but Not exceeding half of the prescribed delivery period.   | 5%   |
| (c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period. | 7 ½% |
| (d) Delay exceeding three fourth of the Prescribed delivery period.                        | 10%  |

**Note:** (i) Fraction of a day in reckoning period of delay in task/ services shall be eliminated if it is less than half a day.

(ii) The maximum amount of agreed liquidated damages shall be 10%

(iii) If the M/s ..... requires an extension of time in completion of contractual supply of services on account of occurrence of any

hindrances, he shall apply in writing (email included) to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

(2) Delivery period may be extended with or without liquidated damages if the delay in the task/services is on account of hindrances beyond the control of the service provider & accepted by the Department.

(3) The Government will release payment to the agency within 60 days of after satisfaction scope of work & deliverables and verification of bills by Joint Director (Marketing) and deducting TDS @ 2% under section 194 C of Income Tax Act and GST Act.

26. Wherever specific terms and conditioned 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.
27. The firm would be responsible for all risks involved in the work. For any accident or mishap, the bidder would be solely responsible.
28. All costs incurred by the firm in respect of submission of offer shall be borne by the concerned bidder.
29. Penalties would be imposed in case of delayed and for faulty services as per provisions of GF &AR and as decided by Department.
30. No extra payment other than agreed payment as quoted by agency (Complete Rate) according to bill of quantities will be paid. No cartage / transportation charges or any other charges will be paid by the Government.
31. Specification: All services provided shall strictly conform to the specifications, laid down in the bid form/work order.
32. Forfeiture of bid security: The bid security will be forfeited in the following cases:
  - a. When bid withdraws or modifies the offer after opening of bid but before acceptance of bid.
  - b. When bid does not execute the agreement if any, prescribed within the specified time.
  - c. When the bid does not deposit the security money after the supply order is given.
  - d. When he fails to commence the work within the time prescribed.
33. Performance security:
  - (i) Successful bidder, whose offers are accepted, will have to deposit performance security @5 % of the quoted cost for entire duration of the contract in favor of Director, Department of Tourism Rajasthan, Jaipur at the time of agreement.
  - (ii) Performance Security shall be furnished in any one of the following forms: -
    - I. Bank Draft or Banker's Cheque of a scheduled bank;
    - II. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
    - III. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. The minimum validity of bank guarantee should be 6 months after completion of rate contract.
    - IV. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to

make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance Securing, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

- (iii) Performance Security furnished in the form specified in clause [I] to [IV] of (ii) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
  - (iv) Forfeiture of Performance Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases: -
    - a) When any terms and condition of the contract is breached.
    - b) When the bidder fails to make complete supply as per the scope of bid document.
    - c) if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bid document.
    - d) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
  - e) Performance security will be refunded after two months beyond the date of completion of all contractual liabilities of bidder, including warranty obligation and maintenance and defect liability period.
  - (v) It is to be noted that earlier years' bid security and performance security, even if lying in this department shall not be considered towards this contract and therefore fresh bid security/performance security shall be deposited.
  - (vi) The Department will pay no interest on the performance security amount, in any case, whatsoever.
34. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred by the Parties to the Director Tourism, whose decision shall be final.
35. All legal proceedings, if necessary arise to institute by any of the parties (Government or Contractor/firm) shall have to be lodged in courts situated in Jaipur city.
36. For any clarification, the interested agency may meet the undersigned or queries can be sent through mail at [mktg-dot@rajasthan.gov.in](mailto:mktg-dot@rajasthan.gov.in) addressed to Joint Director (Marketing).
37. 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.

### 38. Procuring Entity's Right to Vary Quantities

- (i) The quantity of printing work/services originally indicated in the bidding document may vary without any change in the unit prices and other terms and conditions of the bid and the conditions of contract.
  - (ii) If the department procures less than the quantity indicated in the bidding documents the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
  - (iii) Orders for additional quantities may be placed on the rates and condition given in the contract. Delivery or completion period may also be proportionately increased. The limits of orders for additional quantities shall be 50% of the value goods or services of the original contract.
  - (iv) If the Bidder fails to supply the department shall be free to arrange/procure the items and the extra cost incurred shall be recovered from the Supplier.
39. Price fall clause: The prices under a rate contract shall be subject to price fall clause. A clause regarding price fall shall be incorporated in the terms and conditions of rate contract. Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days' time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.
40. Annexure A, B and C of RTPP Act 2012 & RTPP Rules 2013 will also be binding on the bidder.
41. 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
  - II. 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.
42. 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 Department of Tourism is not bound to accept any bid or assign any reason for non-acceptance. The Director, Department of Tourism reserves its right to accept the bid either in full or in part. Conditional, erroneous and incomplete Bids will be rejected outright.
45. The first appellate authority will be Principal Secretary, Tourism and the second appellate authority will be Secretary (Budget), Finance Department, Government of Rajasthan.

46. All the terms and conditions, clauses, section and subsection mentioned in the bid No. 179 dated 19.07.2022 shall be applicable with the RFP.

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**

**Compliance with the Code of Integrity and No Conflict of Interest**

Any person participating in a procurement process shall –

- I. 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;
- II. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- III. not indulge in any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- IV. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- V. 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;
- VI. not obstruct any investigation or audit of a procurement process;
- VII. disclose conflict of interest, if any; and
- VIII. 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.

- IX. 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:
  - I. have controlling partners/ shareholders in common; or
  - II. receive or have received any direct or indirect subsidy from any of them; or
  - III. have the same legal representative for purposes of the Bid; or
  - IV. 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
  - V. 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
  - VI. 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
  - VII. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

**Declaration by the Bidder regarding Qualifications**

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

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administer in end 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:**

The designation and address of the First Appellate Authority is Principal Secretary, Department of Tourism, Government of Rajasthan, Secretariat, Jaipur

The designation and address of the Second Appellate Authority is Secretary, Finance (Budget), Government of Rajasthan, 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 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.

**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:

- iv. 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;
- v. 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
- vi. 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.

**FORM No. I**  
[See rule 83]

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

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

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

1. Particulars of appellant:

- (i) Name of the appellant:
- (ii) Official address, if any:
- (iii) Residential address:

2. Name and address of the respondent(s):

- (i).....
- (ii).....
- (iii).....

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:.....

.....  
(Supported by an affidavit)

7. Prayer:

Place:

Date:

Applicant's signature

**AGREEMENT**

**(See Rule 68)**

An agreement made this ----- day of ----- 2024 between M/s..... (hereinafter called ".....", which expression shall, where the context so admits, be deemed to include his heirs' successors, executors and administrators of the one part

AND

**The Department of Tourism, Government of the State of Rajasthan** (herein after called " the Government" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

2. Whereas the approved M/s.....(**Service provider**) has agreed with the Government to supply to the Department of Tourism, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the contract appended herewith and at the rates set forth in the **work order no. ----- dated.....**

3. And whereas the M/s..... has deposited a sum of **Rs. ....**as performance security vide DD/BG No.:

| <b>DD/BG No.</b> | <b>Dated</b> | <b>Amount (Rs.)</b> |
|------------------|--------------|---------------------|
|------------------|--------------|---------------------|

Note: Performance security which is equal to 5 % of total value of work will be deposited by the successful bidder through the DD/BC/BG. No interest will be paid on this deposit. The bid security money deposited earlier will be adjusted against the performance security. Performance security will be refunded after two months beyond the date of completion of all contractual liabilities of bidder, including warranty obligation and maintenance and defect liability period, whichever is later and after satisfied there are no dues outstanding the service provider.

4. Now these Present witness:

(1) In consideration of the payment to be made by the Government through ECS/NEFT at the rates set forth in the Schedule hereto appended the **M/s.....** will duly supply the services set forth in aforementioned work order no. .... dated ..... thereof in the manner set forth in the conditions of the work order and contract entered into.

(2) (a) The Government do hereby agree that if the **M/s.....** shall duly release of task of supply the said services in the manner aforesaid observe and keep the said terms and conditions mentioned in the work order no. .... dated ....., the

Government will through ECS/NEFT pay or cause to be paid to the M/s ..... at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

(b) The mode of Payment will be as specified below: -

**ECS/NEFT**

**Bank name** : .....

**Branch** : .....

**A/C No.** : .....

**IFSC** : .....

**PAN** : .....

**GSTIN** : .....

5. **M/s** ..... shall submit the task/service (as per work order no. .... dated .....) with all deliverables as per the work order and subsequent changes received by the Department of Tourism, Government of Rajasthan. The task/ services shall be effected and completed within the period from the date of work order.
6. The conditions of the tender and contract for open tender enclosed to the tender notice No..... dated..... and also appended to this Agreement will be deemed to be taken as part of this Agreement and are binding on the parties executing this Agreement.
7. Letter No..... received from tendered and letter no..... issued by the Department and appended to this Agreement shall also form part of this Agreement.
8. (1) (i) In case of delay solely on the part of bidder in the task/ services period, the recovery shall be made as liquidated damages on the basis of following percentages of value of services/ component which the **M/s**..... has failed to supply: -

- |   |      |
|---|------|
| (a) Delay up to one fourth period of<br>The prescribed delivery period.                       | 2 ½% |
| (b) Delay exceeding one fourth but<br>Not exceeding half of the prescribed delivery period.   | 5%   |
| (c) Delay exceeding half but not exceeding three<br>fourth of the prescribed delivery period. | 7 ½% |
| (d) Delay exceeding three fourth of the<br>Prescribed delivery period.                        | 10%  |

**Note:** (i) Fraction of a day in reckoning period of delay in task/ services shall be eliminated if it is less than half a day.

(ii) The maximum amount of agreed liquidated damages shall be 10%

(iii) If the M/s ..... requires an extension of time in completion of contractual supply of services on account of occurrence of any hindrances, he shall apply in writing (email included) to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

(2) Delivery period may be extended with or without liquidated damages if the delay in the task/services is on account of hindrances beyond the control of the service provider & accepted by the Department as per GF&AR.

(3) The Government will release payment to the agency within 60 days of after satisfaction scope of work & deliverables and verification of bills by Joint Director (Marketing) and deducting TDS @ 2% under section 194 C of Income Tax Act and GST Act.

9. In case M/s .....is not able to complete assigned work after release of work order, penalty deduction for under performance will be decided by the Commissioner/ Director, Tourism up to maximum of 10%.

10. All Clause of RTPP Act & Rules / GF&AR will be applicable with agreement.

11. All disputes arising out of this agreement and all questions relating of the interpretation of this agreement shall be decided by the Commissioner/ Director, Department of Tourism and the decision of the Commissioner/ Director, Department of Tourism shall be final.

In witness whereof the parties hereto have set their hands on the .....day of ..... 2024.

Signature of the approved **M/s** .....

Signature for and on behalf of  
Governor

Name :

Designation:

Commissioner/Director  
Department of Tourism, Rajasthan

Date :

Date :

Witness No. 1

1. Witness

Witness No. 2

2. Witness

## Annexure-1

| <b>BoQ (Financial Bid)-1</b>  |   |  |
|---|---|--|
| RFP Inviting Authority: Director, Department of Tourism, Government of Rajasthan  |   |  |
| Name of Work: Construction and setting up of Rajasthan stand pavilions in domestic travel marts/ events   |   |  |
| No: F. 3 ( ) Mktg/Stand Pavilion/DT/2024/                      Date:  |   |  |
| <b>Bidder Name :</b>  |   |  |
| <b><u>PRICE SCHEDULE</u></b><br>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only ) |   |  |
| Sl. No.   | Item Description  | Total Amount (Rs.) per square meter to be charged by the Bidder for the work excluding all taxes & GST applicable, levies & octroi etc. (In Figures) |
| 1   | 2   | 3  |
| 1   | cost per square meter for construction and setting up of Rajasthan stand pavilions in domestic travel marts/ events as per scope of work, structural and material specifications and design., |  |
| <b>Total in Figures</b>   |   |  |
| <b>Quoted Rate in Words</b>   |   |  |

- GST or any other taxes shall be paid separately by the Department as applicable.

This is certified that I have read and understood the enclosed brief and other terms & conditions and all the supporting documents have been enclosed, and the information given by me is true to the best of my knowledge. My bid may be rejected at any stage if it is found that the facts and documents enclosed by me are not correct.