

Bid for selection of reputed Manufacturers and Authorized Dealers for Supply of Light Equipment for Kitchen, Restaurant and other laboratories at SIHM Sawai Madhopur

Bid No.02.....



**State Institute of Hotel Management, Sawai Madhopur
Department of Tourism, Government of Rajasthan
Jaipur, Rajasthan (India)**

Bid No.02.....Dated ..13/08/25.....

Date of issue:-.....14/08/25.....& Time.....

Date of Submission:-.....21/08/25.....& Time.....

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State Institute of Hotel Management, Sawai Madhopur (Department of Tourism, Govt. of Rajasthan)

Ramsingh Pura, Sawai Madhopur, 322027
www.tourism.rajasthan.gov.in; email – sihmswm@gmail.com
Phone No. 07462 294011

Ref: SIHMSWM/2025-26/tender/02/72

Dated: 13/08/25

Notice for Bid No....02.....

Bid for selection of reputed Manufacturers and Authorized Dealers for Supply of Light Equipment for Kitchen, Restaurant and other laboratories at SIHM Sawai Madhopur through online open competitive bidding

The State Institute of Hotel Management, Sawai Madhopur, Department of Tourism, Government of Rajasthan, invites Bid for selection of reputed manufacturers and authorized Dealers for Supply of Light Equipment for Kitchen, Restaurant and other laboratories at SIHM Sawai Madhopur, as per particulars given below: -

Name of Work	Estimated cost of work (in Rs.) including taxes	Bid invited from	Bid Security	Time and last date for submission of bid	Time and date for opening of technical bid	Time and date for opening of financial bid
State Institute of Hotel Management, Sawai Madhopur, Department of Tourism, Government of Rajasthan, Jaipur invites Bid for selection of reputed manufacturers and Authorized Dealers for Supply of Light Equipment for Kitchen, Restaurant and other laboratories at SIHM Sawai	25 Lakhs	Reputed Manufacturers and Authorized Dealers dealing in supply, Installation and Maintenance of equipment for Hotel and Institutional use.	Bid Security @2% of bid value i.e. Rs.50 Thousand	21/08/25 02:00PM	21/08/25 04:00PM	



State Institute of Hotel Management, Sawai Madhopur (Department of Tourism, Govt. of Rajasthan)

Ramsingh Pura, Sawai Madhopur, 322027
www.tourism.rajasthan.gov.in ; email – sihmswm@gmail.com
Phone No. 07462 294011

Ref. No. SIHM SWM/2025-26/72/02

Dated: 13/08/25

Bid No. 02.../13/08/2025

Schedule of Bid Process

S. No.	Event Description	Scheduled date
1.	Release of Bid	...14/08/25..
2.	Last date of receiving queries	19/08/25 till 02.00 PM
3.	Pre bid conference	19/08/25 at 03.00 PM
4.	Last date of submission of bid	21/08/25 at 2.00 PM
5.	Date and time for opening of Technical Bids	21/08/25 at 4.00 PM
6.	Date and Time for opening of Financial Bids	25/08/25 at 4.30 PM
7.	Bid Evaluation Criteria (Selection Method)	
8.	Bid Document Fee (non-refundable)	<p>Bid document fee of Rs. 1000/- (non-refundable) in favour of Principal, State Institute of Hotel Management Society, Sawai Madhopur be submitted before 03:00 PM on 21/08/25. Fee can be paid online through NEFT, RTGS in the Institutes' Bank Account. Details are below: Bank & Branch Name: HDFC Bank Ltd. Aditya Towers, New Sanganer road, Jaipur-252019 Account Name: State Institute of Hotel Management Society, Sawai Madhopur Account Number: 50100059215341 IFSC Code: HDFC0001843</p>
9.	E- Bid Processing Fee/RISL FEES(non-refundable)	<p>Bid processing fee of Rs. 500/- (non-refundable) will have to be deposited online through e-GRAS portal (Copy of e-GRAS challan to be submitted before 3:00 PM on) 21/08/25</p>

		Budget Head Name – 8658-00-102-16-01-RISL FEES
10.	Bid Security	<p>Bid Security – 2% of the bid value i.e. Rs. 50 thousand to be deposited in favour of Principal, State Institute of Hotel Management Society, Sawai Madhopur be submitted before 3:00 PM on 21/04/25. Fee can be paid online through BG/NEFT/ RTGS in the Institutes' Bank Account.</p> <p>In case of Small-Scale Industries of Rajasthan, it shall be 0.5% of the value of the quantity offered for supply and in case of Sick Industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the estimated value of Bid.</p>


OSD/Member Secretary
State Institute of Hotel Management
Sawai Madhopur (Raj.)
Principal/Member Secretary

Letter of Technical Bid Submission

(To be provided on ‘Company letter head’)

Principal/Member Secretary,
State Institute of Hotel Management,
Ramsingh Pura,
Sawai Madhopur (Raj.) 322027
Email – sihmswm@gmail.com
Phone No. 07462 294011

Subject: - Letter of Technical Bid Submission.

Madam / Sir,

This has reference to the State Institute of Hotel Management, Sawai Madhopur, Department of Tourism, and Government of Rajasthan Bid no..... Dated..... for selection of reputed Manufacturers and Authorized Dealers for Supply of Light Equipment for Kitchen, Restaurant and other laboratories

In this context, please find enclosed documents as desired for Technical Bid in respect of bid submitted above.

I/We as the authorized representative(s) of the agency hereby declare that all the information and statements made in this Technical Bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to abide by all the terms and conditions of the bid document.

We understand that the SIHM Sawai Madhopur (Department of Tourism) is not bound to accept any Proposal received by it.

Thanking You,

Name of the Bidder:

Authorised Signatory:.....

Name:

Seal:

Date:

Place:

Letter of Financial Bid Submission
To be provided on 'Company letter head'

Principal/Member Secretary,
State Institute of Hotel Management,
Ramsingh Pura,
Sawai Madhopur (Raj.) 322027
Email – sihmswm@gmail.com
Phone No. 07462 294011

Subject: -Letter of Financial Bid Submission.

I/We as the authorized representative(s) of the agency hereby offer to undertake the selection of reputed Manufacturers and Authorized Dealers for Supply of Light Equipment for Kitchen, Restaurant and other laboratories at SIHM Sawai Madhopur, Department of Tourism in accordance with your bid document no. dated..... Our financial bid should be uploaded online as Annexure 'C' (BOQ). The financial proposal is exclusive of taxes, which will be claimed as applicable and as per actual.

Our financial bid shall be binding upon us, up to completion of the period of the contract as specified in the bid document.

We understand that the SIHM Sawai Madhopur (Department of Tourism) is not bound to accept any Proposal received by it.

Thanking you,

Name of the Bidder:

Authorised Signatory:

Address and contact.....

Details of Prospective Bidder.....

Name:

Seal:

Date:

Place:

SECTION -I

1. INTRODUCTION

State Institute of Hotel Management, Sawai Madhopur is setup by Department of Tourism, Govt. of Rajasthan, and affiliated with National Council for Hotel Management and Catering Technology, Noida (UP) an apex body under Ministry of Tourism Govt. of India. The Institute is registered under Societies Registration Act with District Registrar of Societies, Sawai Madhopur. The main building and its campus are located near Near Rajiv Gandhi Museum, Ramsingh Pura, Sawai Madhopur Rajasthan, India (322027). The Institute started its first academic session in 2023 with the start of two diploma courses. The Institute provides adequate training facilities and other inputs to the students to help them to gain professional expertise.

Institute shall offer 3 years B.Sc. in Hospitality & Hotel Administration, One & Half year Diploma in Food Production, Bakery & Confectionery, Food & Beverage Service, Front Office operation and Housekeeping Operations.

Institute fulfil the need of trained human resources to all the hospitality and tourism industry by providing the mentorship and guidance in setting up the new establishments and works as a catalyst for the industry.

2. OBJECTIVE

The objective of this exercise is to select a suitable reputed Manufacturers and Authorized dealers for for Supply of Light Equipment for Kitchen, Restaurant and other laboratories at SIHM Sawai Madhopur for Kitchen, Laboratories, Offices and other areas of the Institute.

- I. Provide good quality of furniture and equipment.
- II. Give us a satisfy installation and maintenance service and after sale services.

3. QUALIFICATION FOR BIDDERS

3.1 Essential Qualifications

- a) The Prospective Bidder should be an Indian firm registered under Companies Act (Public/Private Limited) / Partnership/ LLP / Proprietorship firms registered under relevant laws of India. (Registration details to be attached)
- b) Selection of qualified bidder would be based on experience and turnover. Bidders are invited only from reputed manufactures and their authorized dealers.
- c) Up to the last date for submitting bids, a minimum of 03 financial years' experience in Supply of Light Equipment for Kitchen, Restaurant and other laboratories Items to Government Organization is essential preferably Govt. Hotel Management Institutes (IHMs, SIHMs, FCIs). Apart from this, the bidders shall submit the list of organizations to which they have supplied the items. The tenderers shall enclose copies of supply orders from Government Organization in support of this qualification. Please enclose any three-work order in the supply of the same.

- d) Bidders shall enclose a copy of their valid certificate of PAN No, TAN No, GST No./Sale Tax/VAT No./Service Tax No, certificate of other taxes which are applicable and Income Tax return (last 03 Financial Year) or any other document as required by the Institute with their bids.
- e) The bidder should have completed one (1) order of amount above Rs 25,00,000/- (Twenty Five Lakhs) or two (2) orders of amount above Rs 15,00,000/- (Fifteen Lakhs) each of any Govt./Private/Educational Institute/Office/Hospitality Organization.
- f) Audited report and an average annual turnover of Rs. 50 Lakhs for last three financial years (FY' 2022-23, 2023-24, 2024-25) of the bidder should be submitted with the tender duly certified by the Chartered Accountant.
- g) Letter of declaration that the bidder should not have been black listed by any State Government/Central Government or any PSU. An undertaking has to be enclosed.

3.2 General Terms with regard to quality of materials.

- a) One Sample of the selected items (unpolished) by the committee shall be provided by the successful bidder after the opening of the financial bids and before the award of work for verification to State Institute of Hotel Management, Sawai Madhopur (committee) and sample of all items (polished) before delivery for approval by authority. Remaining items supplied later must match such approved samples. The sample will be paid if the contract is awarded to the party or it will be returned if it is not approved by designated committee. **(List enclosed, Annexure- R)**
- b) Organizations shall submit their bids with complete specifications and required information as per the Financial Bid. Organizations are advised to visit the site before submitting the bids for exact specification & measurement. Submit the copy of the Terms & Conditions along with Price Bid format as issued by the institute has to be enclosed after duly signed by the bidders mentioned in the contract, the latest Indian standard Code for material
- c) Unless otherwise mentioned in the contract, the latest Indian standard Code for material specifications, method of work and mode of measurements shall be followed. The Bidder should have relevant standard Certificates. The payment shall be made on the basis of actual measurement of work done to be submitted along with bill.
- d) The contractor shall be responsible for storing and watching his own material and protecting the work at his own cost. The contractor and his workers will be allowed to use Premise in the office hours.
- e) The quantities mentioned in schedule are provisional and likely to increase/decrease to any extent or may be omitted thus, altering the aggregate value of the contract. No claim for loss of profit/business shall be entertained on this account.
- f) DVD/pen drive or Coloured hard copy of 3-D Plan / Elevation / Catalogue / Design of HOTEL EQUIPMENTS to be submitted necessarily with the bid.
- g) **No products which have been made in China are to be quoted.**
- h) Conditional bids are liable to be rejected.
- i) Regarding quality of material: Supplier will be responsible to maintain the same. The Institute reserves the right to get the material analysed from a laboratory. To verify the quality of the product samples may be seen by the committee before finalization of the rates.
- j) Layout Plan of the equipment's/interior necessarily must to be submitted with the bid items.
- k) Institute/ Committee shall be fully entitled to disqualify any Bidder from Bidding Process for any reasons whatsoever including but not limited to the following:
 - i. failure to submit the requisite information and additional documents, based on

- which bidder has claimed Financial Eligibility/Technical Eligibility, within the required timeframe sought by the Institute/Committee for evaluation of the Bid;
- ii. wilful misrepresentation in any document submitted by the Bidder;
 - iii. if a Bidder submits more than one Bid.
 - iv. the information submitted, concerning the qualifications of the Bidder, was false or constituted a misrepresentation or was materially inaccurate or incomplete;
 - v. if a Bidder submits a non-responsive or qualified or conditional Bid;
 - vi. if a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in clause mentioned of this Bid document;
 - vii. if a Bidder withdraws its Bid during the period of Bid validity as specified in this Bid Document and as extended by the Bidder from time to time;
 - viii. Any other conditions for which forfeiture of Bid Security has been provided under this Bid document.

3.3 Bid Security:

- a) Bid Security shall be 2% of the estimated value of subject matter of procurement put to Bid or as specified by the State Government. In case of Small-Scale Industries of Rajasthan, it shall be 0.5% of the value of the quantity offered for supply and in case of Sick Industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the estimated value of Bid.
- b) The Bid Security may be given in the banker's cheque or demand draft or bank guarantee in specified format, of a Scheduled Bank in India.
- c) In lieu of Bid Security, a Bid Securing Declaration shall be presented from Departments of the State Government and Public Sector Enterprises, Autonomous bodies, Registered Societies, Cooperative Societies which are owned controlled or managed by the State Government and Public Sector Enterprises of Central Government.
- d) Bid Security instrument or cash receipt of Bid Security or a Bid securing declaration shall necessarily accompany the sealed Bid.
- e) Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected
- f) Bid Security of a Bidder lying with the Procuring Entity in respect of other Bids awaiting decision shall not be adjusted towards Bid Security for this Bid.
- g) The Bid Security originally deposited may, however, be taken into consideration in case Bids are re-invited.
- h) The successful bidder will have to deposit 5% of the work order as **Bank Guarantee with the Principal, State Institute of Hotel Management Society Sawai Madhopur** before signing of Annual Rate Contract for the period of 12 Months which may be extended to another 12 months with mutual consent which will exclude the amount of Bid security.
- i) The bank guarantee presented as Bid Security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a

proposed issuer or of any proposed confirmer does not preclude the Procuring Entity from rejecting the Bid Security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or is under liquidation or has otherwise ceased to be creditworthy.

- j) The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of the successful Bid and signing of Contract Agreement and submission Performance Security by successful Bidder.
- k) The Bid Security taken from a Bidder shall be forfeited in the following cases, namely:
 - i. when the Bidder withdraws or modifies his Bid after opening of Bids;
 - ii. when the Bidder does not execute the agreement in accordance with Invitation to Bid Clause (Signing of Contract) within the specified time period; after issue of letter of acceptance/ placement of supply order;
 - iii. when the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified;
 - iv. when the Bidder does not deposit the performance Security in accordance with Performance Security; in the specified time after the supply / work period order is placed;
 - v. if the Bidder breaches any provision of the Code Government of Rajasthan Instructions to Bidders Standard Bidding Document. -Goods Single Stage-One Envelope of Integrity prescribed for Bidders specified in the Act, Chapter VI of the Rules and ITB Clause 1.3;
 - vi. if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 5.5 [Correction of Arithmetical Errors] of Rajasthan Government.
- l) In case of the successful Bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful Bidder furnishes the full amount of Performance Security. No interest will be paid by the Procuring Entity on the amount of Bid Security.

4. SCOPE OF WORK

- (A) State Institute of Hotel Management (SIHM) Sawai Madhopur intends to invites sealed/e-Bids for Supply of Light Equipment for Kitchen, Restaurant and other laboratories.
- (B) The quantum of work specified in the Scope of Work is **an estimation** of required work. The quantity may vary as per requirement. For any **additional quantity of work**, pertaining to items of work included in the Scope of Work, payment will be made on the basis of the unit-wise cost/pro-rata basis estimates submitted by the agency. **Payment would be made on the basis of actual work done.** For any other minor miscellaneous creative work which may be required, payment will be made on the basis of cost estimates to be submitted by the agency, with rate reasonability to be decided by a committee constituted for the purpose.

5. PRE BID MEETING AND INSPECTION OF THE SITE: -

A pre-bid meeting will be held for the interested bidders in the Conference Hall, Department of Tourism, Paryatan Bhawan Jaipur on AM for clarifications required on any aspect pertaining to the bid document. Any change in the Prebid meeting schedule will be notified on the Department of Tourism's website www.tourism.rajasthan.gov.in

The Prebid queries could be sent to the SIHM Sawai Madhopur (Department of Tourism) prior to the meeting till as per the following format: -

S. No.	Bid No.	Clause No.	Page No.	Queries requirement /	Clarification required

The queries shall be sent to: -

Member Secretary, SIHM Sawai Madhopur, Ramsingh Pura ,Sawai Madhopur (Raj.) 322027. Email – sihmswm@gmail.com .

Inspection of site

The bidder/contractor shall visit and examine the site before bid submission and satisfy so as to understand the nature and correct dimensions of work and facilities for obtaining material and shall obtain generally his own information on all matters affecting the execution of work. Any extra charge made in consequence of any misunderstanding or incorrect information on any of these points on the ground of insufficient description will not be allowed. All expenses incurred by the bidder/contractors in connection with obtaining information for submitting this bid including his visit to site and efforts in compiling the bid shall be borne by the bidder as claims for reimbursement thereof shall not be entertained.

Based on discussions held during the pre-bid meeting, amendments /clarifications in BID Document will be hosted on the websites of the department www.tourism.rajasthan.gov.in and on e-procure website of the Government of Rajasthan.

SECTION -II

6. GUIDELINES FOR PREPARATION OF BIDS

Agencies are required to submit their bids online as per the details given below: -

- a. **Technical bid** - Bid processing / bid document fee and Bid security, Letter of Technical Bid submission, Letter of Financial Bid submission.
- b. **Financial bid/ BOQ** (Online only)

7. ASSESSMENT OF TECHNICAL BIDS

The technical bids would be evaluated on the following criteria:

Evaluation of technical bid shall be on the fulfilment of the following Documents:

S. No.	DOCUMENTS REQUIRED
1.	Submission of online the bids both technical and financial bid
2.	Submission of online self-signed letter that state that Bidder is not blacklisted by central/state Govt. or PSU
3.	Submission of online the Authorized Signatory Declaration.
4.	Submission of Bid fee
5.	Submission of Bid Security
6.	Submission of online Guarantee/Warrantee of Items on letter head duly signed
7.	Submission of online Average Turnover of last 03 Financial year (F.Y.-2022-23, 2023-24, 2024-25) duly certified by Chartered Accountant
8.	Submission of No dues certificate copy of Income Tax Return for the last financial year.
9.	Submission of online Permanent Account Number (PAN No.) of the firm.
10.	Submission of online Registration No. of the Firm
11.	Submission of online minimum three (03) calendar years' experience of supply of Furniture and furnishing items in Govt./Private/Educational Institute/Office/Hospitality Organization (attach one work order from each of any 03-calendar year)
12.	Submission of online proof of Manufacturing unit/Authorized Dealership/General Order

13.	Submission of online proof of copy of Central /State sales tax (VAT/GST) registration
14.	Submission of online existing client list for the mentioned products. The Authorized Dealers/Distributors/Bidders must attach a user or existing client list for the mentioned Kitchen & Restaurant and other heavy Equipment.
15.	Submission of online product brochure/catalogue (pdf/image file)
16.	Submission of online relevant qualification Certificate for Quality/Standards.
17.	Submission of online Certificate of registration of Services Tax or CPF No [attach documentary proof.
18.	Submission of online, one (1) order of amount Rs. 25,00,000/- (Twenty Five Lakhs) or two (2) orders of amount Rs. 15,00,000/- (Fifteen Lakhs) each of any Govt./Private/Educational Institute/Office/Hospitality Organization [attach documentary proof]

8. FINANCIAL BID

- i. In preparing the financial bid, agencies are expected to take into account the requirements and conditions outlined in the bid document.
- ii. The Prospective Bidder would submit their financial bid which shall contain the following information to be submitted in the standard formats as enumerated below online on <https://eproc.rajasthan.gov.in>:
 - a. Letter of Financial bid submission (as per the format at page no 10)
 - b. Financial quote (as per BOQ- at Annexure - C)

9. OPENING OF BIDS AND SELECTION PROCESS

- i. Technical bids received will be opened in the presence of authorized representatives of the agencies who have submitted proposals on or before
- ii. The Technical bid will, in the first instance, be examined in the Department to ascertain fulfilment of eligibility criteria and submission of required documents.
- iii. At the time of the opening of the 'Financial Bid', the names of the bidders whose technical bids were found responsive will be announced and the financial bids of only these bidders will be opened. The responsive bidders' names, the bid prices, the total amount of each bid, and such other details as the Address may consider appropriate will be announced by the State Institute of Hotel Management, Sawai Madhopur at the time of bid opening. Any bid price which is not read out and recorded will not be taken into account in bid evaluation.

- iv. State Institute of Hotel Management, Sawai Madhopur (Department of Tourism), shall record the presence of bidders on the opening of the Technical and Financial bids.
- v. Financial bids of the shortlisted agencies will be opened online in the presence of authorized representatives of the agencies on a date /time to be specified by the State Institute of Hotel Management, Sawai Madhopur (Department of Tourism). Financial evaluation, based on the rate quoted by the agency as per the format given at **Annexure C**.
- vi. From the time the technical proposals are opened to the time the contract is awarded, if any agency wishes to contact the Supply of Light Equipment for Kitchen, Restaurant and other laboratories at SIHM Sawai Madhopur or any matter related to its proposal, it should do so only in writing. Any effort by the agency to influence the Institute in the proposal evaluation or contract award decisions may result in rejection of the proposal of the agency.
- vii. **Notification of Award and Signing of Agreement**
 - a) The bidder whose bid has been accepted will be notified of the award by the State Institute of Hotel Management, Sawai Madhopur (Department of Tourism) before the expiry of the Bid validity period by email/speed post /fax /registered letter. This letter (herein after and in the "General Conditions of Contract" called the "Letter of Acceptance") will state the sum that State Institute of Hotel Management, Sawai Madhopur will pay to the bidder in consideration of the execution, completion and maintenance of the supply by the bidder as prescribed by the contract herein after and in the contract called the "Contract Price". The notification of award will constitute the formation of the contract, subject only to the furnishing of a bank guarantee as prescribed.
 - b) The agreement of Rs. 500 /- on non judicial stamp paper (purchased in Rajasthan only) will incorporate all agreements between State Institute of Hotel Management, Sawai Madhopur and the successful bidder. It will be signed by the Principal/Member Secretary, State Institute of Hotel Management, Sawai Madhopur and the successful bidder after the bank guarantee is furnished.
 - c) Upon the furnishing by the successful bidder of the bank guarantee, the State Institute of Hotel Management, Sawai Madhopur will promptly notify the other bidders that their bids have been unsuccessful.

viii. **Award of Contract: Placement of Order**

The Institute shall consider placement of orders for commercial supplies on those bidders whose offers have been found technically, commercially and financially acceptable and whose goods type have been approved/validated by the purchaser.

ix. **Bank Guarantee**

- a) Within 07 (seven) days after receipt of the Letter of acceptance, the successful bidder shall deliver to the State Institute of Hotel Management, Sawai Madhopur a bank guarantee of five (5) percent of the contract price, which shall be valid for a period of 60 days after the completion of Defect Liability Period as per the Rule 75(3).

- b) The bank guarantee shall be either in the form of a Bank Guarantee or fixed deposit receipts, in the name of the Principal, State Institute of Hotel Management, Sawai Madhopur, from a scheduled commercial bank.
- c) If the successful bidder does not submit the bank guarantee within 7 days, the contract will be terminated and the next successful bidder will be given the contract.

x. **Finishing The Contract**

The bidder shall request State Institute of Hotel Management, Sawai Madhopur to issue a certificate of completion of the Supply, and the State Institute of Hotel Management, Sawai Madhopur will do so upon deciding that the supply and installation is completed.

10. TRANSFER OF OWNERSHIP AND RESPONSIBILITY

1. Terms of Payment

Payment will be released only after satisfactory delivery, installation & operation of the goods and machines at SIHM Sawai Madhopur. Installation reports and Receipts duly signed by authorized person of the Institute are to be attached along with the invoice for processing of payment. In every invoice basic price & taxes should be mentioned separately.

2. Warranty/Guarantee

Minimum warranty of all products/equipment would be 24 months from the date of installation. Within warranty period minimum 04 free on spot services would be necessarily given by the supplier. Otherwise, bid security would not be released. The tenderer/bidder must furnish a guarantee for 24 months on his/her letterhead, duly sealed and signed.

3. Correction of Defects noticed during the Defect Liability Period

The defects liability period will be of two years from the completion of work. State Institute of Hotel Management, Sawai Madhopur shall give notice to the bidder of any defects or repairs needed before the end of the defect's liability period.

Defects or repairs which have not been corrected

- a) If the bidder has not corrected a defect pertaining to the defect liability period under as per the conditions of contract to the satisfaction of the State Institute of Hotel Management, Sawai Madhopur, within 7 days of the notice, the Principal, State Institute of Hotel Management, Sawai Madhopur will assess the cost of having the defect corrected, and the bidder will pay this amount on correction of the defect. If the amount is not paid by bidder, it will be deducted from the Performance Security.
- b) Damaged/Dented or Scratched products will be immediately notified to the supplier and the

supplier is bound to replace the product within 10 days from the date of notification. Otherwise, the product will be forfeited by the purchaser and no payment of the same will be released.

4. Site Cleaning

All the rates quoted are inclusive of removal of rubbish/debris collected during the progress of work, rejected material and clearance of site before and after the work is completed. The contractor shall arrange to remove the same immediately. If the contractor is failing to remove the same and the expenses shall be recovered from the contractor and he will not dispute for the expenses so incurred.

SECTION -III

11. GENERAL TERMS AND CONDITIONS OF CONTRACT:

1. General Terms:

Bidder should read these terms & conditions carefully and comply strictly while submitting their bids. If a bidder has any doubt regarding the terms & conditions mentioned in the bid, he/she should refer these to the State Institute of Hotel Management Sawai Madhopur (Rajasthan) before submitting bids and obtain clarifications. The decision of the State Institute of Hotel Management Sawai Madhopur (Department of Tourism, Government of Rajasthan, Jaipur) shall be final and binding on the bidder. The clauses of terms & conditions are as follows: -

1.1 Bid shall be submitted up toPM on dated..... as per schedule to Principal/Member secretary, State Institute of Hotel Management Sawai Madhopur (Rajasthan) for the supply of services/production as per scope of work through rate contract. At any time prior to the date of submission of bid, bid Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective bidder, modify the condition in bid document by an amendment. In order to provide reasonable time to take the amendment into account in preparing their bid, bid Inviting Authority may at his discretion, extend the date and time for submission of bid. Interested eligible bidders may obtain further information in this regard from the office of the Bid Inviting Authority.

1.2 The bidder should have average turnover as mentioned in the Eligibility criteria, for the three financial (2022-23, 2023-24 and 2024-25) years to be eligible to participate in the bid (signed by the bidder, duly verified by the CA).

1.3 Bid shall be submitted to Principal/Secretary, State Institute of Hotel Management, Sawai Madhopur (under Department of Tourism, Rajasthan, Jaipur) through **<https://eproc.rajasthan.gov.in>**.

1.4 The bidder shall submit following certificates/documents along with the bid:

- (i) The cost of bid document and RISL processing fee online and bid security shall be deposited physically in the office of State Institute of Hotel management Sawai Madhopur (Department of Tourism, Rajasthan, Jaipur) before the last date and time of bid submission and are non-refundable.
- (ii) Copies of annual accounts (Balance Sheet & Profit & Loss statements) certified by the auditors for the three financial years (2022-23, 2023-24 and 2024-25) may also be asked.

(iii) Bid should not be submitted for the quoted item(s) for which the bidder has been blacklisted/banned/debarred either by bid inviting authority or Govt. of Rajasthan or by any other state/central Govt. and its agencies. This also applies to the bidder for its sister/ allied firm(s)/ unit(s). Self-declaration certificate to be required.

(iv) **The declaration from the bidder regarding qualifications.**

The following documents are mandatory and shall be uploaded on e-procurement portal along with technicalbid Submission Checklist. If the following documents/certificates/requirements are not uploaded on portal/ fully filled, the bid will liable to be declared non responsive: -

- i. Bid document fee, RISL processing fee and bid Security;
- ii. Copy of the GST Registration Certificate shall be submitted.
- iii. The average turnover of the bidder shall be as per the eligibility criteria for three years (2022-23, 2023-24 and 2024-25).
- iv. Declaration by the bidder regarding qualifications
- v. Duly signed scanned copy as acceptance of terms & conditions.

1.5 Financial bid duly filled in **requisite form** giving the rates for quoted items should be submitted through the portal "**https:// eproc.rajasthan.gov.in (Format (BOQ))**". The rate should not be disclosed in the technical bid.

1.6 The required amounts towards cost of bid document fee shall be paid to SIHM Sawai Madhopur and processing fee will be payable to RISL. It shall be deposited through prescribed challan through e-GRAS portal as per the procedure prescribed. Bid security and copy of the challan for bid document fee and RISL fee may be paid online on the online or before the last date and time of bid submission.

All bids received will be opened in the presence of bidders, who choose to be present. Financial bid will be opened only for those bidders, who satisfy the eligibility criteria laid down by the department and are qualified to do so on the details furnished by the bidder in technical bid in compliance of terms & conditions of the bid

1.7

- (i) In case of the bid being submitted by a proprietary firm, the bid must be signed by the sole proprietor. In case of a partnership firm, bid must be signed on behalf of the firm by a person authorized, holding a power of attorney in his favour to do so; and in the case of a company, the bid must be signed by an authorized signatory, in the manner laid down in the Articles of Association of the bidder company.
- (ii) Any change in the constitution of the firm/ company shall be notified forthwith by the bidder/contractor in writing to the Principal/Secretary, State Institute of Hotel Management,

Sawai Madhopur (under Department of Tourism, Rajasthan, Jaipur) and such change shall not relieve any former member of the firm/ company from the liability under the conditions of the bid/contract. No new partner / partners shall be accepted in the firm by the bidder/contractor in respect of the bid/contract unless he/ they agree to abide by all its terms and conditions and submit a written agreement to this effect with the Principal/Secretary, State Institute of Hotel Management, Sawai Madhopur (under Department of Tourism, Rajasthan, Jaipur), The bidder's receipt for acknowledgement or date of any new partner subsequently inducted, as above, shall bind all of them and will be a sufficient discharge for any of the purposes of the contract. Any change in the constitution of the firm/ company shall be notified forthwith by the bidder/contractor in writing to the Principal/Secretary, State Institute of Hotel Management, Sawai Madhopur (under Department of Tourism, Rajasthan, Jaipur) and such change shall not relieve any former member of the firm/ company from the liability under the conditions of the bid/contract. No new partner / partners shall be accepted in the firm by the bidder/contractor in respect of the bid/contract unless he/ they agree to abide by all its terms and conditions and submit a written agreement to this effect with the Principal/Secretary, State Institute of Hotel Management, Sawai Madhopur (under Department of Tourism, Rajasthan, Jaipur). The bidder's receipt for acknowledgement or date of any new partner subsequently inducted, as above, shall bind all of them and will be a sufficient discharge for any of the purposes of the contract.

1.8 The hard copy of bid documents shall be filled with ink or typed. The bidder shall sign the bid form at each page and at the end in token of acceptance of all the terms and conditions of the bid and then scanned copy be uploaded on the e-portal <https://eproc.rajasthan.gov.in>, except the financial bid (BOQ).

(A) No part of the bid document should be detached/deleted.

(B) The bidder shall sign with seal on every page of the bid form and terms & conditions in token of his acceptance of all the terms & conditions of the bid and upload the same along with bid documents. He should also sign at the bottom of each page of the original bid items; non-receipt of terms and conditions duly signed with the bid shall render the bid to be rejected.

Any change or insertion of any other condition or stipulation in the above terms of supplies are not allowed and if so found, this shall render the bid to be rejected without notice

2. Bid Security:

1. Bid security shall not be taken in case of petty procurement valuing up to rupees ten thousand and procurement by the methods of limited bidding under clause (b) and (c) of sub-section (1)

of section 25, request for quotations, spot purchase, single source procurement and competitive negotiations.

2. In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of Small-Scale Industries of Rajasthan, it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.
3. Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the sealed bid.
4. Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
5. The bid security may be given in the form of cash, a banker's cheque or demand draft or [bank guarantee or electronic bank guarantee (e-BG)], in specified format, of a scheduled bank or Insurance Surety Bonds issued by Insurer registered with the Insurance Regulatory and Development Authority of India (IRDA) for transact the business of issuing Insurance Surety Bonds] or deposit through eGRAS. The bid security must remain valid Twenty Five days beyond the original or extended validity period of the bid.
6. The bidding documents may stipulate that the issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity. In cases of International Competitive Bidding, the bidding documents may in addition stipulate that the bid security shall be issued by an issuer in India.
7. Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
8. The bank guarantee or electronic bank guarantee (e-BG)] presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.

9. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
10. The Bid security taken from a bidder shall be forfeited in the following cases, namely:-
 - i. when the bidder withdraws or modifies its bid after opening of bids;
 - ii. when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
 - iii. when the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;
 - iv. when the bidder does not deposit the performance security within specified period after the supply / work order is placed; and
 - v. if the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of these rules.
11. In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
12. The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
 - (a) the expiry of validity of bid security
 - (b) the execution of agreement for procurement and performance security is furnished by the successful bidder
 - (c) the cancellation of the procurement process; or
 - (d) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

3. Forfeiture of bid Security:

The bid Securing will be forfeited if:

- (i) The bidder withdraws or modifies the offer after opening of financial bid, but before acceptance of bid,
- (ii) The bidder does not execute the agreement, if any, prescribed within the specified time or extended time by competent authority (on the request of the bidder),
- (iii) The bidder does not deposit the 'performance security' after the confirmation order is placed/requested for signing the agreement,
- (iv) Departments/boards of any State Government or Central Government or Government Company or Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one and more State Government which is subject to audit by the

Auditor appointed by the Comptroller and Auditor-General of India under sub section(5) or (7) of Section 139 of the Companies Act, 2013 or Autonomous bodies, Registered Societies which are owned or controlled or managed by any State Government or Central Government, which produces or manufactures the subject matter of procurement or provides specialised services need not furnish any amount of bid Securing.

- (v) The bidder fails to commence the execution of the work as per work order within the time prescribed
- (vi) The bidder fails to submit samples/demonstration of quoted item on demand.
- (vii) The bidder violates any of the terms & conditions of the bid document

4. Rate Offered

- a. The rate quoted will be in Indian Rupees and would be in force for the entire contract period. Department is not responsible for any fluctuation of prices either in International Market or Domestic Market and no request or representation for upward revision of rate will be permissible however down revision of rate will be in confirmative with fall clause.
- b. The bidders should quote their rate in the BoQ "Schedule of Rates" in format attached with the Bid. The rates will be quoted in the figures and if any discrepancy is found in the figures, Bidder will not be allowed to correct such mistake after opening of the Bid.
- c. Rates quoted must be separately written as per the requirements of the Bid form and should include all taxes.

5. Correction of arithmetic 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 clause (a) and (b) above.
- (iv) 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.

6. Performance Security:

- (i) Successful bidders, whose offers are accepted, will have to deposit performance Security @5% of the quoted cost for entire duration in the bid in favor of Principal/Secretary, State Institute of Hotel Management, Sawai Madhopur (under Department of Tourism, Rajasthan, Jaipur) at the time of agreement. The firms, which are registered as MSMEs / sick industries of Rajasthan, shall be required to deposit performance Security, as applicable under the rules. In case of Small-Scale Industries (SSI) of Rajasthan, it shall be 1 % of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.
- (ii) Performance Security shall be furnished in any one of the following forms: -
- a) Bank Draft or Banker's Cheque of a scheduled bank;
 - b) 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;
 - c) Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. The minimum validity of bank guarantee should be 60 days after completion of rate contract.
 - d) 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 Security, 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 (iii) 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.
- (v) The performance security shall be refunded after six months of satisfactory completion of rate contract and after satisfying that there are no dues outstanding against the bidder, subject to comprehensive maintenance agreement provisions.
- (vi) 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 securing/performance securing shall be deposited.
- (x) The Department will pay no interest on the performance security amount.

7. Agreement

- (i) Successful bidders will have to execute an agreement on a Non-Judicial Stamp Paper (purchased in Rajasthan only) of Rs 500/-, in the prescribed form with the Principal/Secretary, State Institute of Hotel Management, Sawai Madhopur (under Department of Tourism, Rajasthan, Jaipur) may condone the delay in execution of agreement by the successful bidder. The expenses in this regard shall be borne by the successful bidder. The validity of rate contract under this agreement shall be for a period of 12 months from the date of signing of the agreement.
- (ii) Failure of the successful bidder to execute the rate contract will entail action as per relevant provisions of RTPP Act 2012 & RTPP rules 2013 and GF & AR rules made there under.
- (iii) The bidder shall furnish the following documents at the time of execution of agreement: -
 - (a) original copy of Bid document signed on each page (*As has been uploaded on e-procurement portal*) at the time of agreement.
 - (b) Attested copy of Partnership Deed, in case of Partnership Firms;
 - (c) Registration Number and year of registration, in case partnership firm is registered with Registrar of Firms;
 - (d) Address of residence and office, telephone numbers, in case of Sole Proprietorship with Registration issued by Registrar of Companies, in case of Company.
- (iv) The period of rate contract shall be 12 months (one year) from the date of signing of agreement.

- (v) Principal/Secretary, State Institute of Hotel Management, Sawai Madhopur (under Department of Tourism, Rajasthan, Jaipur) can extend the original contract, subject to original terms and conditions for a period deemed fit by him, but not exceeding one year, for which the bidder shall abide.
- (vi) The contract can be repudiated at any time by the Principal/Secretary, State Institute of Hotel Management, Sawai Madhopur (under Department of Tourism, Rajasthan, Jaipur), if the services/supplies are not made to his satisfaction after giving an opportunity to the Bidder of being heard and after reasons for repudiation being recorded by him in writing. However, Principal/Secretary, State Institute of Hotel Management, Sawai Madhopur (under Department of Tourism, Rajasthan, Jaipur) may terminate the agreement of rate contract at any time without notice/intimation to the successful bidder.
- (vii) In case of breach of any terms and conditions of the contract/agreement or on unsatisfactory performance, the amount of performance Security shall be liable to forfeiture by Principal/Secretary, State Institute of Hotel Management, Sawai Madhopur (under Department of Tourism, Rajasthan, Jaipur) apart from termination of the contract and decision of Principal Secretary, Department of Tourism Rajasthan, Jaipur shall be final in this regard.

8. Terms of payment

- (i) Agency will submit invoices in triplicate complete in all respects for the work completed on the basis of the unit-wise cost estimates submitted by the agency. Payment would be made on the basis of actual work done and on submission of a statement of work having been executed as per the requirements detailed in the bid Document, or communicated subsequently by the State Institute of Hotel Management, Sawai Madhopur (under Department of Tourism, Rajasthan, Jaipur)
- (ii) Payment shall be made into the bank account of the rate contracted firm as per the procedure applicable for government departments/ offices as the case may be. Expenses on this account, if any, shall be borne by the firm.

9. Applicability of taxes

The invoice should show the SGST/CGST/IGST separately for the procurement of services/ work as per work order/ scope of work of the bid document made by State Institute of Hotel Management Sawai Madhopur (Department of Tourism, Rajasthan, Jaipur).

10. Liquidated Damages

- (i) The time specified for delivery in the bid form shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies/services within the period on receipt of order from the Purchasing Officers.
- (ii) In case of extension in the delivery period with liquidated damages, recovery of L.D. shall be made at such rates, as given below, of value of stores which the bidder has failed to supply: -
 - a. Delay up to one- fourth period of the prescribed Delivery Period - **2.5%**
 - b. Delay exceeding one fourth but not exceeding half of the rescribed delivery period- **5%**
 - c. Delay exceeding half but not exceeding three- fourth of the Prescribed delivery period - **7.5%**
 - d. Delay exceeding three- fourth of the prescribed period -**10%**

Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of agreed liquidated damage shall be 10%.
- (iii) If the supplier requires an extension of time in completion of contractual supply/services on account of occurrence of any hindrances, he shall apply in writing to Principal/Secretary, State Institute of Hotel Management, Sawai Madhopur (under Department of Tourism, Rajasthan, Jaipur) for the same immediately on occurrence of the hindrances but not after the stipulated date of completion of supply/services. The firms shall ensure extension of delivery period for delayed supplies/services. The payment shall only be released by purchase officer after sanction of extension in delivery period.
- (iii) Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods/services is on account of force majeure i.e., which is beyond the control of the bidder, the extension in delivery period may be granted without Liquidated Damage.
- (iv) If the bidder is unable to complete the supply within the specified or extended period, the purchasing officer shall be entitled to purchase the goods/services or any part thereof from elsewhere without notice to the bidder on his (i.e., bidders) account at his cost and risk, with the prior approved from Principal/Secretary, State Institute of Hotel Management, Sawai Madhopur (under Department of Tourism, Rajasthan, Jaipur).The bidder shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the bidder.

- (v) The bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the bidder under this or any other contract with the corporation/government. If recovery is not possible from the bill and the bidder fails to pay the loss or damage within one month of the demand, the recovery of such amount or sum due from the bidder shall be made under the Rajasthan Public Demand Recovery Act 1952 or any other law for the time being in force. In case supplier fails to deliver ordered goods/services, the risk purchases may be made at market rate from any other firm. It is mandatory for the approved supplier/service provider to acknowledge receipt of orders within seven days from the date of dispatch of order, failing which the procuring entity will be at liberty to initiate action to purchase the items on risk purchase provision at the expiry of the prescribed supply/services period.

11. Default

11.1 Process to be Confidential

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a bidder to influence the tender committee and staff of State Institute of Hotel Management, Sawai Madhopur processing of bids or award decisions may result in the rejection of his bid.

11.2 Contacting the State Institute of Hotel Management, Sawai Madhopur

- a) No Bidder shall contact the principal and tender committee member or any staff of State Institute of Hotel Management, Sawai Madhopur on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.
- b) Any attempt by the bidder to influence the principal and tender committee member or any office staff of State Institute of Hotel Management, Sawai Madhopur during bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

12. Recoveries:

- (i) Recoveries of liquidated damages, short supplies, breakage, rejected printed material/articles shall ordinarily be made from bills. Such amount may also be recovered from any other untied dues & Securing deposits available with the department. In case recovery is not possible, recourse will be taken under **Rajasthan PDR Act, 1952 or any other law in force.**

- (ii) Any recovery on account of L.D. charges/risk & cost charges in respect of previous rate contracts supply orders placed on them by the department can also be recovered from any sum accrued against this bid after accounting for untied sum or due payment lying with department against previous rate contracts/supply orders. Firm shall submit details of pending amount lying with corporation but decision of Principal/Secretary, State Institute of Hotel Management, Sawai Madhopur (under Department of Tourism, Rajasthan, Jaipur) regarding authenticity of sum payable shall be final.

13. Procuring entity's right to vary quantity:

- (i) The quantity of 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.

14. Validity of Bid

Bids shall be valid for a period of 60 days from the date of opening of technical bid. Prior to the expiry of the period of validity of bid, the procuring entity, may request the bidders to extend the bill validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of the bid but in such circumstances bid securing shall not be forfeited.

15. Breach of Contract

- a) In case the supplier fails or neglects or refuses to faithfully perform any of the covenants on his part herein contained, it will be lawful for the Institute to forfeit the amount deposited by the supplier as Performance Securing deposit and cancel the contract without one month's notice.
- b) The Department reserves the right to terminate without assigning any reasons there for the contract/agreement, either wholly or partly, by giving one month's notice to the rate

contracted firm(s). The Firm will not be entitled for any compensation whatsoever in respect of such termination of the contract/ agreement by the department.

16. Grievance redressal during procurement process:

- (i) The Designation and address of the First Appellate Authority is Principal Secretary, Department of Tourism, Govt. of Rajasthan or as decided by the Govt. of Rajasthan.
- (ii) The Designation and address of the Second Appellate Authority is Secretary, Finance (Budget) department, Govt. of Rajasthan, or as decided by the Govt. of Rajasthan.

(iii) 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 of the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bid 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 ground 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.

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 Twenty Five days from the date of the appeal.

- (iv) 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.

(v) 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) Provision 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.

(vi) Form of Appeal

- (a) An appeal under Para (1) or (3) above shall be in the 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.

(vii) Fee for filling 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.

(viii) Procedure for disposal of appeal

- (a) The first appellate authority or second appellate authority, as the case may be, upon filling 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 free of cost.
- (d) The order passed under sub-clause (c) above shall be placed on the State Public Procurement Portal.
- (e) The first appellate authority will be Principal Secretary/Secretary Tourism and the second appellate authority will be Secretary, Finance Department, GoR

17. Saving Clause

No suit, prosecution or any other legal proceedings will lie against the Bid inviting authority i.e. SIHM Sawai Madhopur (Department of Tourism).

18. Complaint

No action on the letter head of the Bidder /firm regarding any complaints against the SIHM Sawai Madhopur (Department of Tourism), will be considered unless the letter head bears the signature of the Bidder or the authority higher than the bid signatory of the firm.

19. False documents

- (i) If any certificate/documents/information submitted by the Bidder found to be false/forged/fabricated/vexatious or frivolous or malicious appeals or complaints etc. than bidder shall be liable for the appropriate legal action as per provisions of the RTPP Act 2012 and rules made therein along with disqualification, banning, suspension etc. for limited or unlimited period.
- (ii) Bidders are required to submit wanted information (if any) based on the facts. If the furnished information by the firm found to misleading or not based on facts disciplinary action against the firm may be taken as to banning concerned item/items for certain or uncertain period.
- (iii) In case any document submitted by the bidder or by his authorized representative is found to be forged, false or fabricated, the bid shall be rejected and necessary action as per RTPP Act 2012 and RTPP Rules 2013 and GF&AR will be taken. Bidder/his representative may also be banned/debarred. Report with police station may also be filed against such bidder/his representative.

20. Right to Accept Bid

The Institute reserves the right to accept any bid submitted as per terms and condition of the bid by any bidder.

21. Right of Rejection

The department will have the right of rejection of all or any of the quotations without giving any reason for the same.

22. Conditions

- i. Extra stipulation or any other condition contrary to the above bid conditions are not acceptable and may render the bid liable to rejection.
- ii. The State Institute of Hotel Management, Sawai Madhopur, is not bound to accept any bid or assign any reason for non-acceptance. The Principal/Member Secretary, State Institute of Hotel Management, Sawai Madhopur reserves its right to accept the bid either in full or in part. Conditional, erroneous and incomplete Bids will be rejected outright.

23. Signature of Bidder

The Bidder must sign all the pages of bid document at the below of terms & conditions agreeing to abide by all conditions of the bid and accept them in to. The Signing of the requisite form(s) shall be treated as acceptance all the terms and conditions of the bid document.

24. Amendment in Special Conditions and General Conditions of contract:

The Procurement Committee of State Institute of Hotel Management, Sawai Madhopur (Department of Tourism, Government of Rajasthan, Jaipur) may relax or change/ modify terms and conditions in the exigency excluding fundamental changes.

25. 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.

26. Dispute settlement mechanism:

If any dispute arises out of the contract / agreement with regard to the interpretation, meaning and breach of the terms of the contract/ agreement, the matter shall be referred by the Parties to the Principal Secretary, Tourism, whose decision shall be final.

27. Jurisdiction:

All actions, legal proceedings and suits arising from or connected to this bid that may be instituted by any of the parties (State Institute of Hotel Management, Sawai Madhopur under dept. of Tourism or the Rate contracted firm(s)), **if necessary, shall be subject to the exclusive jurisdiction of courts in Sawai Madhopur, Rajasthan only and not elsewhere.**

All correspondence in any connection for this bid/contract should be addressed to the Principal, State Institute of Hotel Management, Sawai Madhopur (Department of Tourism, Government of Rajasthan) near Rajiv Gandhi Museum, Ramsinghpura, Sawai Madhopur (Rajasthan). Technical questions should be referred to the Principal, State Institute of Hotel Management, Sawai Madhopur, (Government of Rajasthan, Jaipur) direct by correspondence or by personal contact.

28. Compliance with the Code of Integrity:

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.

29. 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.

A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- a. have controlling partners / shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of the Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or

- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.
30. The bid document shall be signed by authorized signatory of the submitting firm with date and seal
31. Bids received after the due date and time will not be considered.
32. Wherever specific terms and conditioned have not been spelt out in bid document, General Finance and Accounts Rules & RTTP Act, 2012 RTTP Rules 2013 of the state government shall apply
33. For any clarification, the interested agencies may meet the undersigned or queries can be sent through mail at sihmswm@gmail.com addressed to Principal, SIHM Sawai Madhopur.

12. SPECIAL CONDITIONS FOR THE BIDDERS

- i. The original proposal (Technical bid) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be authenticated by the persons or person who sign(s) the proposals.
- ii. An authorized representative of the firm should authenticate all pages of the Technical Proposals
- iii. The index of the bids should clearly reflect the list of documents requested in the Technical bid.
- iv. All pages in the bid should be numbered and signed.
- v. Avoid scanning / photo copy of more than one document on a single sheet paper i.e. single document on a single sheet of paper.
- vi. All the documents should be legible.
- vii. The Technical bid should be submitted online on <https://eproc.rajasthan.gov.in>.
- viii. The Proposal should be submitted on or before PM on
- ix. No Proposal will be accepted after the deadline for submission and in the event of any proposal being received after the closing time for submission of proposals, the same shall be returned un-opened.
- x. All logistic arrangements required for any work under the bid will be made by successful bidder at its cost.
- xi. If the work done by the successful bidder found unsatisfactory, the decision on the deduction will be decided by the Departmental Procurement Committee (DPC). Decision of the committee shall be final in this regard.
- xii. Payment would be made after the successful completion of the contract.

SECTION -IV

CHECKLIST FOR BID PREPARATION

S. No.	Documents Required	Status	Write Yes/No
1.	Have you uploaded/submitted online the bids both technical and financial bid?	Yes/No	
2.	Have you uploaded/submitted online self-signed letter that the bidder is not blacklisted by central/state Government or PSU?	Yes/No	
3.	Have you uploaded/submitted online the Authorized Signatory Declaration?	Yes/No	
4.	Have you submitted tender fees asked for?	Yes/No	
5.	Have you submitted the EMD asked for?	Yes/No	
6.	Have you uploaded/submitted online Guarantee/Warrantee of Items on letter head duly signed and sealed?	Yes/No	
7.	Have you uploaded /submitted online Average Turnover of last 03 financial year (F.Y.-2022-23, 2023-24, 2024-25), duly certified by Chartered Accountant. Average turnover of last 3 financial years should be – 50 Lakhs?	Yes/No	
8.	Have you submitted No dues certificate of Income Tax Return for the last financial year?	Yes/No	
9.	Have You uploaded/submitted online Permanent Account Number (PAN No.) of the firm?	Yes/No	
10.	Have You uploaded/submitted online Registration No. of the Firm?	Yes/No	
11.	Have You uploaded/submitted online minimum three (03) Financial years' experience of supply of Kitchen, Restaurant Equipment, Furniture (SS & MS) items in Govt./Private/Educational Institute/Office/Hospitality Organization (attach one work order from each of any 03 Financial year)?	Yes/No	
12.	Have You uploaded/submitted online proof of Manufacturing unit/Authorized Dealership/General Order?	Yes/No	
13.	Have You uploaded/submitted online proof of copy of Central/State sales tax (VAT/GST) registration?	Yes/No	
14.	Have You uploaded/submitted online existing client list for the mentioned products?	Yes/No	
15.	Have You uploaded/submitted online product brochure/catalogue (pdf/image file)?	Yes/No	
16.	Have You Signed and uploaded/submitted online the priced bid form?	Yes/No	
17.	Have You uploaded/submitted online relevant qualification certificate for Quality/Standards?	Yes/No	
18.	Have You uploaded/submitted online Certificate of registration of Services Tax or CPF No[attach documentary proof]	Yes/No	
19.	Have You uploaded/submitted online, one (1) order of amount Rs. 25,00,000/- (Twenty Five Lakhs) or two (2) orders of amount Rs. 15,00,000/- (Fifteen Lakhs) each of any Govt./Private/Educational Institute/Office/Hospitality Organization [attach documentary proof]	Yes/No	

SECTION -V

Annexures and Forms

1. **Annexure A** – Declaration by the Bidder regarding Qualifications
2. **Annexure B-** SRF 11 (Declaration by Bidder)
3. **Annexure C** – BOQ
4. **Annexure D** – Annual Turnover Statement
5. **Annexure E** - Affidavit regarding compliance to Terms & Condition of Bid
6. **Annexure F** – Technical Undertaking
7. **Annexure G** – Financial Undertaking (On Rs.500/- non judicial stamp paper purchased in Rajasthan only, duly attested by Notary Public)
8. **Annexure H** - Bidder Authorization Certificate
9. **Annexure I** – Compliance with the code of Integrity and No Conflict of Interest
10. **Annexure J** – Agreement SR Form -17
11. **Annexure K-** Form of Appeal
12. **Annexure L-** Technical Bid
13. **Annexure M-** Declaration against being blacklisted
14. **Annexure N-** Declaration against Fees & EMD/Bid Security
15. **Annexure O-** Bank Guarantee
16. **Annexure P-** Two Year Guarantee
17. **Annexure Q-** Certificate of completion/Installation
18. **Annexure R-** Sample List of Equipment

Annexure-‘A’

**Declaration by the Bidder regarding Qualifications
(on Company Letter Head)**

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bids Nodated.....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:

**Annexure 'B'
(SR FORM 11)**

Declaration by Bidders

I/We hereby declare that I am/We are the bonafide authorized dealer/supplier (Installation and Maintenance) of Kitchen, Restaurant Equipment, &Furniture for which quotations are submitted by us. Our firm/office is located at the following address.

.....
.....
.....

Further I/We declare that all the type of Supply (with Installation and Maintenance) of Kitchen, Restaurant Equipment, & Furniture are being made by us/authorized dealer in the current period.

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 bid, if any, to the extent accepted, may be cancelled.

Date:
Place:

Signature of bidder Name:
Designation:

Address:

ANNEXURE 'D'

(On Firm's letter head)

Annual Turn Over Statement

[Ref. Section-I-ITB-Clause No.9 and Section-VIA GCC Clause 2.6 (Viii)]

The Average Gross Annual Turnover of M/s.....(*Name of Firm*).....and address for the past three years are given below and certified that the statement is true and correct:-

S. NO.	Financial Years	Turnover in Lakhs (Rs)
1.	2022-23	-
2.	2023-24	-
3.	2024-25	-
	Total	- Rs. _____ Lakhs
Average gross annual turnover		- Rs. _____ Lakhs

Date

Signature of the bidder

Signature of Auditor/Seal
Chartered Accountant
(Name & Address.)
Tel. No.
Mob. No.

ANNEXURE 'E'

Affidavit regarding compliance to Terms & Condition of Bid

Bidder's Name:.....

I/We confirm that I/We are authorized to submit Bid on behalf of the firm participating in the Bid and have perused the entire Tender/ Bid document including all its amendments till date.

Having perused the subject Bid with all amendments (wherever applicable). I/We hereby confirm unconditional acceptance and compliance to abide by all its terms & conditions as mentioned in Tender/ Bid document including technical particulars, detailed technical specifications of the product, special terms & conditions and general terms & conditions wherever indicated, offer validity, terms of delivery without any deviations whatsoever:

I/We also confirm acceptance of the all general terms & conditions of Bid document.

I/We certify that the prices quoted against the Bid are competitive and without adopting any unfair / unethical means in including cartelization.

I/We certified that tendering firm has not been banned by any Government Department of the State / PSU from business dealings.

I/We also certified that the information given above is factually correct, true and nothing material has been concealed.

Date
Place:

Signature of Bidder with Seal
Name
Designation:
Address:

Annexure-‘F’

TECHNICAL UNDERTAKING
To be provided on ‘Company letter head’

Principal/Member Secretary,
State Institute of Hotel Management,
Ramsingh Pura
Sawai Madhopur (Raj.) 322027
Email – sihmswm@gmail.com

Subject :- Undertaking in respect of Technical Bid

Madam / Sir,

This has reference to the SIHM Sawai Madhopur’s BID No.....dated..... for Bid for selection of reputed manufacturers and Authorized Dealers for Supply of Light Equipment for Kitchen, Restaurant and other laboratories at SIHM Sawai Madhopur.

In this context, I / We as an authorized representative(s) of company certify the following: -

- a) That we shall provide quality and standard kitchen and restaurant equipment along with SS and MS furniture with installation, and maintenance as per the conditions specified in the bid document. In the event of any change in any of the identified official members during the contract period, the same will be conveyed to the State Institute of Hotel Management Sawai Madhopur in advance, along with details of the new representatives/official members/technicians identified as a replacement. Details of the identified Team Members are given below:

Name and Contact details including e-mail and tel. / mobile no.	Educational Qualifications	Total years of experience	Years of experience in the Agency

- b) That we have a **registered office** and details of the representatives/Office Members/technicians stationed at this office are given below:
(To be listed)
- c) I/We have clearly understood all the terms and conditions of the Bid and agreement etc. and agree to **undertake the assignment**, in accordance with the Scope of Work detailed in the bid document and at the cost fixed by the State Institute of Hotel Management Sawai Madhopur.
- d) I/We will assure that I/We will strictly abide by the terms and conditions of the Bid etc., and the instructions issued by the Procuring Entity time to time.
- e) I am/we are enclosing the following documents as per the terms and conditions of the Bid:
 - 1. e-GRAS Challan no..... Date for Rs...../- (.....) towards bid cost.

2. e-GRAS Challan no..... Date for Rs...../- (.....) towards RISL.
3. e-GRAS Challan/DD/BC/BG no..... Date for Rs...../- (.....) towards bid security.
4. Affidavit attested by a notary to that effect that the bidder has no past or present criminal record with the Police/Vigilance and enforcement Dept. Govt. of Rajasthan or Govt. of any other state /Govt. of India.
5. Affidavit stating that the bidder or any of the partners or Representatives were never blacklisted by Any Department of Government of Rajasthan/Central Government/any State Government/any Union Territory/State Agency at time or involved in diversion of stocks or involved in case under E.C. Act or Convicted by Court of Law in a criminal case.
6. Copy of the partnership deed along with permanent and present addresses of the partners in case of a Firm.
7. Copy of the Registration Certificate, if it is firm / Limited Company.
8. Copy of the Registration Certificate with GSTIN also submit last 3-month GST Return copy.
9. Copies of the audited accounts for past 3 years mentioned in the bid.
10. Copies of past performance, supply orders etc as per qualification criteria.
11. All other documents as required in the qualification criteria.

f) I/We hereby affirm that the Department is at liberty to take action against me/us as per the terms and conditions of Bid Document, if the above said statement proves to be wrong at any point of time.

Name of the Bidder:

Authorised Signatory:

Name:

Seal:

Date:

Place:

Annexure-‘G’

FINANCIAL UNDERTAKING

(On Rs.500/- non judicial stamp paper purchased in Rajasthan only duly attested by Notary Public)

I/We have clearly understood all the terms and conditions of the Bid and agreement etc. and agree to undertake the Supply, Installation and Maintenance of Furniture as per specifications mentioned in scope of work of the Bid document at the rate quoted by me/us at the destinations specified by SIHM Sawai Madhopur.

I/We will assure that I/We will strictly abide by the terms and conditions of the Bid, agreement and the instructions/orders issued time to time.

I/We will furnish the prescribed performance Security amount of (5%) on the total value of the cost of the quantity for supply, within fifteen (15) days of the acceptance of my/our Bid and enter into agreement. I/We are well aware of the forfeiture clause in the terms and conditions of the Bid and my/ our Bid Securing stand forfeited if I/ we fail to furnish the prescribed performance Securing and also enter into agreement within fifteen (15) days of acceptance of my/our Bid and I/we will strictly abide by the terms and conditions etc. as per the agreement. In the event of non-fulfilment of contract by me/us, my/our Securing deposit or any amount available with the Procuring Entity are liable to be forfeited, award of supply contract stand cancelled besides blacklisting me/us.

Name of the Bidder:

Authorised Signatory:

Name:

Seal:

Date:

Place:

Annexure-‘H’

BIDDER’S AUTHORIZATION CERTIFICATE

{to be filled by the bidder}

To,

Principal/Member Secretary,
State Institute of Hotel Management,
Ramsingh Pura
Sawai Madhopur (Raj.) 322027
Email – sihmswm@gmail.com

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No. _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are asunder.

Thanking you,

Name of the Bidder:-

Signature of bidder with seal

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date:

Place: _____

Annexure-‘I’

COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST-

Any person participating in a procurement process will-

- 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 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 any-competitive behaviour to impair the transparency, fairness and progress of the procurement process,
- d) Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process,
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part 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.

1. 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.

A bidder may be considered to be in conflict of interest with one or more parties in bidding process if, including but not limited to:

- a. Have controlling partners/ shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them; or
- c. Have the same legal representative for purposes of the Bid; or
- d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of

- another bidder, or influence the decisions of the procuring entity regarding the bidding process; or
- e. The bidder participates in more than one Bid in a bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all Bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a bidder, in more than one Bid; or
 - f. The bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, works or services that are the subject of the Bid; or
 - g. bidder or any of its affiliates has been hired or is proposed to be hired by the Procuring Entity as engineer-in charge/ consultant for the contract.

Name of the Bidder:

Authorised Signatory:

Name:

Seal:

Date:

Place:

**AGREEMENT
(See Rule 68)**

An agreement made this ----- day of -----2025between M/s..... (Herein after called ".....", which expression shall, where the context so admits, be deemed to include his heirs’ successors, executors and administrators of the one part

AND

State Institute of Hotel Management, Sawai Madhopur (under 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 of Light Equipment for Kitchen , Restaurant other laboratories at SIHM Sawai Madhopur**. 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 No.:

DD No.	Dated	Amount (Rs.)
---------------	--------------	---------------------

This security money shall be refunded within one month of the final task as per work order, after the expiry of the contract on satisfactory completion of the same or after the expiry of the period of defect liability, whichever is later and after satisfied there are no dues outstanding the service provider as per GF & AR.

4. Now this 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. (1) (i) In case of extension in the task/ services period with liquidated damages, the recovery shall be made on the basis of following percentages of value of services 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 25 days of after satisfaction scope of work & deliverables and verification of bills by Principal/Member Secretary, State Institute Hotel Management Society, Sawai Madhopur and deducting TDS @ 2% under section 194 C of Income Tax Act and GST Act.

7. 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 Principal Secretary, Department of Tourism, Govt. of

Rajasthan.

8. All Clause of RTPP Act & Rules / GF&AR will be applicable with agreement.
9. All disputes arising out of this agreement and all questions relating of the interpretation of this agreement shall be decided by the Principal / Member Secretary, SIHM Sawai Madhopur, Department of Tourism, Govt. of Rajasthan and the decision of the Principal Secretary, Tourism shall be final.

In witness whereof the parties hereto have set their hands on theday of 2025.

Signature of the approved M/s

Name:

Designation:

Principal/Member Secretary
State Institute of Hotel Management Sawai Madhopur,
(Department of Tourism, Rajasthan)

Date:

Witness No. 1

Witness No. 2

Date:

1. Witness

2. Witness

Annexure-‘K’

FORM No. I

[See rule 83]

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

Appeal Noof

Before the (First/Second Appellate Authority)

1. Particulars of appellant:

- (i) Name of the appellant:
- (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

Technical Bid
(On company letterhead)

Technical Bid Document For Supply of Light Equipment for Kitchen, Restaurant and other laboratories at SIHM Sawai Madhopur

1	Bid Document Letter Reference No	
2	Name of Bidder/Authorized Signatory	
3	Company Name &Address:	
4	Date	

Detail of Documents to be submitted

S. No.	DOCUMENTS REQUIRED	Annexure TITLES	SIGNATURE
1	Have you uploaded/submitted online the bids both technical and financial bid?		
2	Have you uploaded/submitted online self-signed letter that the Bidder is not blacklisted by central/state Govt. or PSU?		
3	Have you uploaded/submitted online the Authorized Signatory Declaration?		
4	Have you submitted tender fees asked for?		
5	Have you submitted the EMD asked for?		
6	Have you uploaded/submitted online Guarantee/Warrantee of Items on letter head duly signed and sealed?		
7	Have you uploaded /submitted online Average Turnover of last 03 Financial year (F.Y.-2022-23, 2023-24, 2024-25) duly certified by Chartered Accountant?		
8	Have you submitted No dues certificate of Income Tax Return for the last financial year?		
9	Have You uploaded/submitted online Permanent Account Number (PAN No.) of the firm?		
10	Have You uploaded/submitted online Registration No. of the Firm?		
11	Have You uploaded/submitted online minimum three (03) calendar years' experience of supply of Furniture and furnishing items in Govt./Private/Educational Institute/Office/Hospitality Organization (attach one work order from each of any 03-calendar year)?		
12	Have You uploaded/submitted online proof of Manufacturing unit/Authorized Dealership/General Order?		
13	Have You uploaded/submitted online proof of copy of Central /State sales tax (VAT/GST) registration?		

14	Have You uploaded/submitted online existing client list for the mentioned products? The Authorized Dealers/Distributors/Bidders must attach a user or existing client list for the mentioned Supply of Light Equipment for Kitchen, Restaurant and other laboratories at SIHM Sawai Madhopur.		
15	Have You uploaded/submitted online product brochure/catalogue (pdf/image file)?		
16	Have You Signed and uploaded/submitted online the priced bid Form?		
17	Have You uploaded/submitted online relevant qualification Certificate for Quality/Standards?		
18	Have You uploaded/submitted online Certificate of registration of Services Tax or CPF No [attach documentary proof]?		
19	Have You uploaded/submitted online, one (1) order of amount Rs. 25,00,000/- (Twenty Five Lakhs) or two (2) orders of amount Rs. 15,00,000/- (Fifteen Lakhs) each of any Govt./Private/Educational Institute/Office/Hospitality Organization [attach documentary proof]		

SIGNATURE	SEAL
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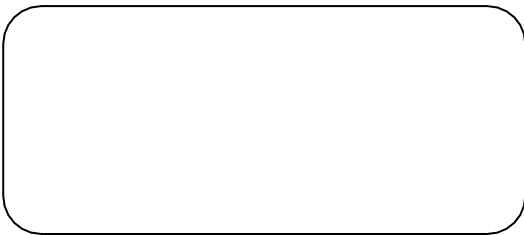
Annexure- 'M'

Declaration against being Backlisted

(On the letterhead of the bidder)

We hereby declare that, we /our firm have not been "Black Listed" by Central / State Govt. and / or PSU.

Authorized Signatory Seal



Annexure- 'N'

Declaration Bid Document Fee&Bid Security
(On the letter head of the bidder)

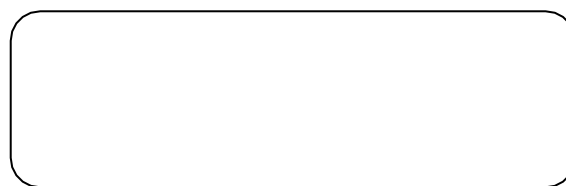
I/We fully agree with the terms & conditions mentioned in the Bid Document No:/ dated

Enclosed Bid Document Fee.....Fees-Ref No.....dated . of Rs 1000/-(Rs One Thousand Rupees only) issued from (Name & Branch of the Bank)..... UTR/Transaction No. (Online deposit).....

Enclosed EMD/Bid Security -Ref No.....dated.....of Rs...../- (Rsonly) issued from (Name & Branch of the Bank)..... UTR/Transaction No. (Online deposit).....

Signature of authorized person

Full name:.....



Seal

Date:.....

Address:.....

.....
.....
.....

Annexure- 'O'

BANK GUARANTEE
(On the letter head of the Bank)

To,
State Institute of Hotel Management Sawai Madhopur,
Ramsinghpura
District - Sawai Madhopur-322027, Rajasthan, India

Whereas _____ (name and address of bidder) (herein after called "the bidder") has undertaken, in pursuance of contract No _____ Date _____ to execute _____ name of contract and brief description of supply) (herein after called "the contract") and whereas we have agreed to give the bidder such a Bank Guarantee, now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the bidder, up to a total of _____ (amount of guarantee) _____ (in words) such sum being payable in Indian rupees in which the contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified there in. We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification or the terms of the contract or of the supply to be performed there under or of any of the Contract documents which may be made between you and the bidder shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 60 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor

Name of Bank _____

Address _____

Date __

*An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the contract and denominated in Indian Rupees.

(On the letter head of the bidder)

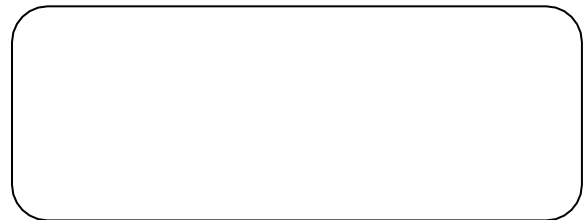
Two Year Guarantee/Warranty
(On the letter head of the Bidder)

This is to certify, that we offer for 24 months Guarantee/Warranty from the date of installation of all products/equipment supplied and installed for the Bid....., dated& System No..... to State Institute of Hotel Management, Sawai Madhopur.

We confirm to carry four free on the site service.

Signature of authorized person

Full name:.....



Seal

Date:

Place:.....

.....

Certificate of Completion/Installation
(On the letter head of the purchaser)

This is to certify, that the Supply and Installation of Light Equipment for Kitchen , Restaurant have been satisfactorily completed. All the Light Equipment for Kitchen , Restaurant are in working condition. Details of the work order/purchase order is as under

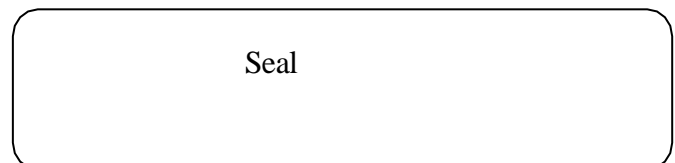
Scope of Work	STATE INSTITUTE OF HOTEL MANAGEMENT, SAWAI MADHOPUR invites sealed tenders for annual rate contract for Supply of Light Equipment for Kitchen, Restaurant and other laboratories at State Institute of Hotel Management, Sawai Madhopur as per the terms & conditions mentioned in the bid document given below:-
Tender Number	
Earnest Money Deposit	
Date of Issuing Bid/Tender	
Date & Time of Opening	Technical Bid: Date & Time Financial Bid: Date & Time
Place of submitting BID/Tender	Principal-State Institute of Hotel Management Sawai Madhopur Ramsinghpura, District –Sawai Madhopur Rajasthan-322027 Mob:7737580379
Supply Address/Location	Principal-State Institute of Hotel Management Sawai Madhopur Ramsinghpura, District – Sawai Madhopur Rajasthan–322027, India
Purchase Order No	
Value of Purchase Order	
Value of Work Executed	
Completion Supply	Yes & Satisfactory at SIHM Sawai Madhopur Institute.
Completion Installation	Yes & Satisfactory at SIHM Sawai Madhopur Institute.
Time Limit for Work	45 days after obtaining Work/Purchase Order
Period of Rate Contract	12 Months from obtaining 1st work order.
Defects liability period	24 months after completion & installation of work.
Penalty rate if any	
Remark	

Signature of authorized person

Full name:..... Date:

Place:.....

.....



Annexure ‘C’

Financial Quote (BOQ) Taxes / GST as applicable in India will be paid as per actual and the same are not required to be indicated in the financial bid.

- i. The cost quoted will be firm and fixed for the duration of performance of the contract. At no point of time will any deviation from the quoted rate be entertained by the Department of Tourism.
- ii. The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

Annexure 'R'

List of Sample Items		
S. No.	Name of Equipment/Appliance	Quantity
1.	Bread Tin (400 GMS)	1
2.	Can and wine opener	1
3.	Chopping Board	1
4.	Frying Pan	1
5.	Ice Crusher Machine	1
6.	Large Cast Iron Halwai Kadai	1
7.	Oven Tray S.S. with Collar	1
8.	Parat (24 inch diameter SS)	1
9.	Plastic Storage Tray (L)	1
10.	Weighing Machine (Braun) 5 KG	1
11.	S.S. Degchi (24 inch diameter)	1
12.	S.S. Degchi with Copper Bottom 10 inch dia.	1
13.	Sauce Pan	1
14.	SS Bowl (Large)	1
15.	Thali (16 inch dia.)	1
16.	Stock Pot (Large)	1
17.	Tawa with Handel	1
18.	Cutlery (two piece of each type)	1
19.	Crockery (Porcelain) – two piece of each	1