

Government of Rajasthan, Department of Tourism

Sanjay Marg, Opp. Vidhayakpuri Police Station, Jaipur-302001
Telephone- 0141-2822847/52, email:-cotraj@gmail.com, mktg.rajasthantourism@gmail.com

No. F 3 ()/Mktg./ Pavilion Construction/ 2019/ 15496

Date: 30/9/2019

Online open competitive E bid (NIB No. 121)

Department of Tourism, Government of Rajasthan as part of its tourism promotion strategies takes part in various domestic travel marts such as TTF, IITM, ITM, Tourism Fair, IITT, SATTE, TTB, IITF, Craft Mela and Expos and overseas / foreign travel marts such as PATA Travel Mart, Top Resa, WTM, FITUR, ITB, Pure Life Experiences, ATM, COTTM, JATA, CITM etc. The Department hires bare spaces ranging from 9 to 120 sq. m. at these events for construction and setting up of Rajasthan Tourism pavilion/stand to showcase tourism products of the State along with seating arrangement for the co-exhibitors from private sector partners.

Online E-Bids under two stage bidding process are invited from reputed, eligible and experienced firms for construction and setting up of Rajasthan Tourism pavilion in domestic and international travel marts on bare spaces ranging from 9 to 120 sq. mtr. The period of work / contract would be for two years (2 years) from the date of issue of work order, further extendable as per rules.

Name of Work	E- Bid invited from	Estimated cost of work	Bid Security	release s of E Bid Advt.	Time & last date for submission of bid	Time and date for opening of technical bid
Construction and Setting up of Rajasthan Tourism Pavilion in Domestic Travel Marts.	Reputed firms working in field of exhibitions stand pavilion	Rs. 300 Lakhs	Rs. 6.00 Lakhs	03/10/2019	Up to 12.00 Noon on 04/11/2019	2.00 PM on 05/11/2019
Construction and setting up of Rajasthan Tourism Pavilions in foreign Travel Marts.	construction and fabrication	Rs. 200 Lakhs	Rs. 4.00 Lakhs			

This bid document can be downloaded from <http://eproc.rajasthan.gov.in>, <http://sppp.raj.nic.in> and tourism.rajasthan.gov.in. Duly filled bids can be submitted online latest by 04/11/2019 by 12 noon. Demand draft of Rs 1000/- for E-bid processing fee in favor of MD, RISL, Jaipur and Bid Document Fee Rs.1000/- in favor of Director Tourism, Jaipur have to be deposited by 12 noon on 04/11/2019 in this office.


(Anand Kumar Tripathi)
Joint Director (Mktg.)

Government of Rajasthan, Department of Tourism

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Telephone- 0141-2822847/52, email:-cotraj@gmail.com, mktg.rajasthan tourism@gmail.com

No. F 3 ()/Mktg./ Pavilion Construction/ 2019/15496

Date: 30/10/2019

Online open competitive E-Bid (NIB No. 121)

Online E-Bids under two stage bidding process are invited from reputed, interested, eligible and experienced firms for Construction and Setting up of Rajasthan Tourism pavilions in domestic and foreign travel marts on bare spaces ranging from 9 to 120 sq. m. The period of work would be two years (2 years) from the date of issue of work order.

SCHEDULE OF BID PROCESS

Event Description	Scheduled Date
Release of Bid Advertisement	03/10/ 2019
Last date &time of receiving queries for pre-bid conference	16/10/2019 up to 3 pm
Pre bid conference date &time	17/10/2019 at 12 noon
Department's response to pre -bid queries	18/10/2019 by 5 pm
Last date for submission of online bids	04/11/2019 upto 12.00 Noon
Date & time of opening of technical bids	05/11/2019 at 02.00 p.m.
Date of AV presentation by the bidders	To be apprised later
Date of opening of Financial Bids	To be apprised later
Bid document fee (Demand Draft should be drawn in favor of "Director, Department of Tourism, Government of Rajasthan" from any nationalized / scheduled bank, payable at Jaipur)	Rs. 1000/-
RISL fees (Demand Draft should be drawn in favor of M.D. RISL from any nationalized scheduled bank payable at Jaipur)	Rs .1000/-
Date of award of contract	After finalization of financial bid
Execution of the work	As per work order
Bid Security - (Either in the form of a Demand Draft drawn in favor of "Director, Department of Tourism, Government of Rajasthan", payable at Jaipur or in the form of an irrevocable Bank Guarantee issued by one of the nationalized/ scheduled Banks in India and having branch in Jaipur. The bid security must remain valid for sixty days beyond the original or extended validity period of the bid.	Rs. 6.00 Lakhs for Domestic Travel Marts
Bid Security - (Either in the form of a Demand Draft drawn in favor of "Director, Department of Tourism, Government of Rajasthan", payable at Jaipur or in the form of an irrevocable Bank Guarantee issued by one of the nationalized/ scheduled Banks in India and having branch in Jaipur. The bid security must remain	Rs. 4.00 Lakhs for Foreign Travel Marts

valid sixty days beyond the original or extended validity period of the bid.

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SCOPE OF WORK & TERMS OF REFERENCE

Rajasthan, the largest State of India is bestowed with natural beauty and rich heritage. Its architectural memoirs built with studied detail, effervescent colors, stunning handicrafts, glittering gems, throbbing towns, wildlife, sanctuaries, cattle fairs or pulsating festivities and touching hospitality are the major attractions for tourists. The State has many UNESCO World Heritage Sites besides a series of protected monuments.

Department of Tourism is actively engaged in promoting and marketing Rajasthan in the Domestic and Foreign Tourist Markets. In this regard, the department is seeking the services of the reputed firms in the business of Pavilions Construction to undertake Construction and Setting up of Rajasthan Tourism Pavilions in domestic and foreign travel marts. The period of work would be two years (2 years) from the date of issue of work order.

A design of the proposed pavilion is enclosed with the bid document for which financial quotes are invited.

Scope of work: -

1. The bidder will be required to construct and set up the structure of Rajasthan Tourism pavilions as per design and material specifications given at Appendix 'A' in this bid document. The material used should be quality standards and as per norms applicable for the travel marts. The design can be suitably modified for a given dimension (different creatives- backlit/ front lit etc. can be used alternatively) as per requirements of the events.
2. The bidder should be capable of setting up stalls / pavilions ranging from 9 to 120 sq. mtrs and more as per requirement.
3. At back wall of the stall / pavilion, there would be digital LED walls / LED TV as per specifications attached. This LED wall should be of best resolution and latest configuration. AV promotional material of Rajasthan Tourism will be displayed on this screen.
4. The entire area hired for stall fabrication should be easily accessible and visible. There should be ample space for main exhibitor and co-exhibitors.
5. A proper and concept based reception table counter for main exhibitor to be made.
6. Provide suitable number of chairs for main exhibitor, round tables for partnering co-exhibitors (specifications given in this bid). The number of the co-exhibitors could be more than 10 in bigger stands.
7. For foreign marts, the bidder will depute a dedicated IT professional to upload profile of the Department as well as of the co-exhibitors on the official website of the event. This person will also fix-up B2B meetings for the Department through online system of the event portal where this facility is available. He will start his works well in advance for this purpose as per the deadline.
8. Welcome lounge with oriental furniture and centre table as per specification.
9. Proper facia / s to be put up at the pavilion.
10. Proper storage area for publicity material as per specification.
11. Visitor's register, fish bowl, toffees, bouquets, tea-coffee, dustbins, daily cleaning, note pads / pens / pencils for main exhibitor, photography of the pavilion during event (10-15 good photographs) etc. are part of work.

12. Snacks and beverages for about 30 visitors per day per event with proper dressed serving for domestic marts and 15 visitors per day for foreign marts. There should be provision of a tea/ coffee dispenser machine along with water supply additionally.
13. Raised platform for stall area as per specification.
14. Display of front lit / back lit hi-resolution images/digital screen in the inner walls of the pavilion approved by Department of Tourism as per specifications.

15. There should be provision of folk artist's performances (up to 10 artists) in bigger stalls. The artists will be provided by the Department
16. Electrical fixtures for illumination of the pavilion as per specifications and as per size. Power points for main and co-exhibitors as per requirement.
17. The bidder will be responsible to supervise the execution of work at site and manage the stall during the event.
18. Bidder will be required to erect pavilion structures during two years' contract period on turnkey basis at different locations in Indian and abroad.
19. For Domestic and Foreign Travel Marts – The pavilion would be set up on hire and temporary basis for period of the events. Agency will dismantle whole structure on its own. Department will not store any items after the events or after expiry of the agreement. However, the design will be property of the Department and will not be used in any manner by the successful bidder after expiry of the contract.
20. Maintenance and replacement of broken parts of the stand during marts.
21. Dismantling, cleaning the stand after the event is over.
22. Carry Rajasthan Tourism publicity material such as brochures, booklets, posters, CD's etc. at each mart from the location intimated by the Department before the event. This material will be distributed by the duty officers/staff of the Dept. at the exhibition stand.
23. Time for completion of the work would be -10 hours prior to the opening date of the event.
24. Selected agency may have to take design inputs/ guidance from IICD, Jaipur for more clarity for which necessary co-ordination will have to be maintained by the successful bidder at its cost.

Appendix ' A' (Indicative Design of the Pavilion is enclosed herewith.)

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

Designed structure

1. Ceiling height from F.L.: 3.5 m
2. Door height: 3.3 m
3. Roof fence (jaali etc. decoration): 2.0m (1.0+1.0m)
4. Roof arch / dome height: 2.3 m
5. Plinth area: 9.0m (front) x 6.0 m (side)
6. V. Column spacing, side: 1.1 m, 1.8m, 1.1m
7. V. Column spacing, front: 2.8m, 2.4m, 2.8m

The pavilion ceiling height is designed to provide

1. Breathing airspace for mass attendance
2. Ceiling fan hang space
3. Lighting arrangements: Ceiling lights, spot lights
4. Air circulation within the pavilion
5. Audibility

Material Specifications and Quantity:

Sl. No.	Items	Qty (sq. ft) (applicable for 54 Sq. Mtr. stall. It will vary as per size of stand)
A		
Envelope (MDF, 2.5cm thick)		
1	Long Side Envelope (2 outer wall+ 2 inner wall): 900cm L x 290cm H	1125
2	Short Side Envelope: 600cm L x 290cm W (2 outer + 2 inner)	750
B		
Roof (MDF, 2.5cm thick)		
1	Fence (Front and Back): 720cm Lx 30cm H	47
2	Fence (Two sides): 460cm Lx 30cm H	30
3	Arch (Front and Back) : 460cm L x 85cm H	84
4	Arch (2 sides): 280cm L x 85cm H	51
5	False Ceiling, inside (900cm W x 600cm T)	581
C		
Decoration		
1	Molded fiber sheet (3 pcs) (100cm L x 90cm W), 5 mm thick	
2	Molded cylindrical column (2 pcs) (165cm H, 20 cm base diameter, 10cm top diameter)	
3	Acrylic colours, Paint brush / Rollers	
4	Canvas fabric (90cm W x 140cm H, 4pcs)	
5	Screw Fasteners, 2 inch long, plastic washers	

Note: The quantity shown is indicative.

Others specifications:

Platform-100 mm raised platform with ramp

Flooring-1.5 mm thick linoleum / vinyl flooring or Durrie / Carpet on top, Jawaja, Salawas or Bikaner style

Wall framing- As per design enclosed

Display panel -UV printed on self-adhesive vinyl - mounted on 6 mm Foam board - clad on the backdrop wall with the 8 mm SS spacer- size 1200 mm X 900 mm - 10/14 nos (2 on back walls and rest 8 to 10 on side walls) or as per stall size. This is the artwork that contains Rajasthan's heritage and culture.

Branding fascia back to back finish - back lit unit as per design or as per stall area. As per drawing it is 30cm height

Ceiling structure with concealed (150 mm dia LED) lights - LED lights would be covered by 12" dia 'Thikri' (glass work) lampshades, having aluminum or steel / metal plate backing.

LED wall - P4 - 2440 mm W X 1830 mm H - 1 no with PA system, 42" LED TV in small stalls of 9 - 36 sq. m.

Reception counter - 1000 mm H X 1525 mm W X 1220 mm D or S per stall size (Jawaja / Salasar Carpet floor covering)

Furniture (as per stall size)

a) Lounge area furniture (oriental feel)

2 seat sofa - 1 no.

Single seat sofa - 2 no.

Center table - 1 no.

b) Co exhibitor table - round glass table - as per the requirement

c) Chairs - 2 chairs per co- exhibitor

d) Raised stool - 3 nos

Display:

1. Display panel (back to back finish) - 80 mm thick - 1200 mm W X 2400 mm height - 4/8 nos : metal fabricated structure - clad with waterproof high quality ply wood or MDF - Royal paint finish or similar material (as per stall size).
2. This is the latticework (jali) fencing. There would be 8 fences on the ground floor and 8 fences on roof, as parapet.
3. 1200 mm X 1200 mm X 3050 mm H Storage area with display - 1 nos or as per stall size
4. For display purpose- the design is mostly Jharokha and Jali (Lattice) on all sides, leaving little space for display of visuals. Two spaces on the back wall i.e. each side of LED screens will be used as display panel.
5. Where stand is one side open, side wall may be used as display panel (like suitable modifications for displaying visuals can be done by the agency)
6. 2 scrollers of appropriate sizes will be used in the stand to show high resolution visuals of various USPs of the State. The Department will show high resolution images minor editing work will be required from the agency.

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

Pre Bid Meeting

1. A pre-bid conference will be held for the interested bidders in the chamber of Director, Department of Tourism, Government of Rajasthan, Paryatan Bhawan, Sanjay Marg, Opposite Vidhayakpuri Police Station, Jaipur – 3020001 at 12.00 noon on 00/00/2019, for clarifications required on any aspect pertaining to this bid Document. The pre-bid queries could be sent to the Department of Tourism prior to the meeting on 16/10/2019, 03.00 p.m. as per the following format to:-

Dr. Bhanwar Lal, Director Tourism - email cotraj@gmail.com & Mr. Anand Kumar Tripathi, Joint Director (Mktg.) - mktg.rajasthantourism@gmail.com

S.N.	Bid Provision	Page no.	Current Requirement	Clarifications requested
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2. Based on discussions held during the pre-bid meeting, response to the queries or amendments / clarifications in the tender document, if any, will be displayed on the websites of the Department of Tourism www.tourism.rajasthan.gov.in, sppp.rajasthan.gov.in (earlier sppp.raj.nic.in) and on e-procurement portal (eproc.rajasthan.gov.in) of the Government of Rajasthan by 17.00 hrs. on 00/00/2019.
3. If there are no valid or worthwhile amendments / clarifications, the Department may decide not to display anything on portals.
4. **All the interested bidders are strongly advised to ensure participation in the pre bid meeting since important points may be discussed in this meeting.**

Eligibility (Pre-qualification) Criteria

1. Preference will be given to the firms having proven experience of work of similar nature done in reputed trade marts in India or abroad in recent years.
2. The minimum turnover of the firm should be an average of Rs.300Lakhs per annum in last three years i.e. in 2015– 16, 2016-17, 2017-18 OR 2016-17, 2017-18, 2018-19.
3. 5 years' previous experience in this field is necessary i.e. not later than 01.04.2014.
4. The firm must have executed stall fabrication related works for at least 7 exclusive events of tourism and hospitality sector in last five years, 5 in domestic and 2 in foreign marts (enclose list).

Bid Evaluation and Selection Procedure

1. Bidders meeting the pre-qualification criteria shall be shortlisted.
2. Shortlisted bids will be evaluated and examined by the department. The bidders may be asked to make a power point presentation on the job before a committee. AV presentations will be considered as technical part of the bidding process and will be kept on record.
3. Bidders will have to submit the samples of pavilion construction material at the time of AV presentations. Samples should be marked with name of the bidder on it.
4. Technical evaluation will carry a 70% marks weightage and financial bids will carry 30% weightage.
5. The agencies scoring 70% marks (49 marks) or above in Technical Evaluation shall be eligible for opening of their financial bids.

6. The date and time of opening of the financial bids will be conveyed to the selected agencies.
7. The bidder which scores the highest aggregate weighted marks on the basis of technical and financial evaluation, as mentioned above (after adding the scores from the technical and financial evaluation) will be awarded the contract of pavilion construction.
8. The criteria for technical evaluation and award of marks

SN	Component	Maximum Marks
i)	Experience of setting up pavilions / stands at domestic travel marts in last 5 years - 3 marks for 20 events - 1 mark for each additional set of 10 events (5 marks is maximum)	5
ii)	Experience of setting up pavilions / stands at foreign travel marts in last 5 years - 3 marks for 5 events - 1 mark for each additional 2 events (5 marks is maximum)	5
iii)	Previous experience of having designed /constructed pavilions for client related to tourism, travel & hospitality sector - 5 marks for 3 client related to tourism, travel & hospitality sector - 1 mark for each additional client (10 marks is maximum)	10
iv)	Awards received for pavilions / stands at events in i) and ii) above in last 3 years - 3 marks for 2 awards received for international or domestic marts - 1 mark for each additional award (5 marks is maximum)	5
v)	Suggestion for effective utilization of space	5
vi)	Effective branding input for making pavilion more attractive	5
vii)	Other innovative ideas for pavilion	5
viii)	Overall understanding of proposed design -10 marks maximum for offering suitable solution for fabrication -10 marks maximum for adaption in various sizes (18 sq. mtr., 36, sq. mtr. and 100 sq. mtr.) -10 marks maximum for use of space for display of photographs/ creatives (30 marks is maximum)	30
	Total :-	70 Marks

General Terms and Conditions

1. The bidder may give quotes for both categories of works i.e. domestic travel marts and foreign travel marts or may quote for either of the categories.
2. The bid offers shall be submitted online in prescribed envelopes, containing the creative + technical and financial bids separately. The copy of Demand Draft of Rs. 1,000/- as bid fee and copy of Demand Draft of Rs.6.00 Lakhs as bid security fee for domestic marts and Rs.4.00 Lakhs as bid security fee for foreign marts in favour of Director Tourism, Government of Rajasthan, Jaipur and copy of Demand Draft of Rs.1000/- for bid processing fee in favour of MD RISL, Jaipur shall have to be attached along with the technical offer.
3. **Bidder would give his financial quote for PER SQUARE METER for construction and setting up of stand / pavilions on turnkey and hire basis.** The rate includes construction, set up, maintenance, storage, transport of men and material, fixing, dismantling, GST/all taxes, etc.and all cost of other works related to pavilion construction and set up.
4. It is estimated that the pavilions will be used in 25 domestic (20 smaller pavilions and 5 bigger pavilions) and 6 / 7 foreign travel marts in a year, however there is no minimum guarantee or limit on number of events and marts where the services of the agency will be required.
5. The location of assigned work for domestic marts can be anywhere within India and for foreign marts – anywhere across the world.
6. Sometimes the Department has to participate in events at a very short notice or two or more events may happen back to back or at the same time at one location or multiple locations. The firm should be in a position to set up two structures at the same time.
7. Bidders will have to submit the samples of pavilion construction material at the time of AV presentations. Samples should be marked with name of the bidder on it.
8. The bidder would be responsible for all risks involved in fabrication and maintenance of the stall. For any accident or mishap due to poor fabrication of the stall, the bidder would be solely responsible.
9. All costs incurred by the bidder in respect of submission of offer on making of the agreement shall be borne by it.
10. Successful bidder will have to deposit performance guarantee equal to 5% of the total value of the work order within fifteen days of issue of work order. No interest will be paid on these deposits. The bid security deposited earlier will be adjusted against the performance guarantee which will be refunded after successful completion of the contract.
11. An agreement on non-judicial stamp paper worth Rs.5000/- would be signed between the department and the successful bidder within fifteen days from issuance of work order. This agreement may be extended on mutual consent and satisfactory services as per RTPP rules.
12. The applicable norms and specifications of event organizers will have to be abided by the bidder.
13. Electricity consumption charges shall be borne by the Department. If these are borne by the bidder for some reasons, the same shall be reimbursed on submission of actual bills. No separate charges will be paid on account of electrical fixtures, power points, service tax etc.
14. The cost of submission of pavilion designs/ contract, if any to the event organizer (for construction of the pavilion) at the travel marts/ events will be borne by the bidder.
15. The pavilion should be ready in all respects before 6 hours prior to the event.
16. Penalties would be imposed in case of delayed or faulty services as per provisions of GF&AR, RTPP rules and as decided by Department.
17. All clearances, approvals, NOC'S for events/firm staff/ material etc. will have to be managed by bidder itself. Department of Tourism may however issue letters of authorization, if so required.

18. For any query or clarification the interested agencies may meet the undersigned or mail the queries at cotraj@gmail.com, mktg.rajasthantourism@gmail.com before submitting the offers.
19. Where ever specific terms and conditioned have not been spelt out in bid document, General Finance and Accounts Rules and RTPP Rules of the State Government shall apply.
20. The offer document shall be signed by authorized signatory of the submitting firm with date and seal.
21. **Kindly ensure that the financial bid /rate/quote is not disclosed in any manner in technical bid or any other means otherwise the bid will be summarily rejected.**
22. Bids received after the due date and time will not be considered. The Director, Tourism, Government of Rajasthan Jaipur reserves the right to accept or reject any offer or its part at any stage without assigning any reasons thereof.
23. Request for Advance payment as except otherwise specified in the bid will not be considered.
24. The bills should be submitted immediately after completion of designated event duly verified by duty officer in prescribed format with photographs clearly indicating the agency's charges and the tax component as applicable and as per actual. Payment will be made by way of electronic transfer of billed and passed amount in the bank account of the agency in Indian Rupees.
25. For facilitating Electronic Transfer of funds, the selected Pavilion Construction Agency will be required to indicate the name of the Bank & Branch, account number (i.e. bank name, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled, to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected firm.

Other Important Information:

- I. Period of validity of this bid is 2 months from the closing date for submission of the proposals.
- II. **Conditional, erroneous and incomplete Bids will be rejected outright.**
- III. The cost/rates should be valid for up to the period of the contract.

Liquidated damages and Penalty Clause:

Any delays in delivery from the time schedule finalised by the Department for items of works listed in the Scope of Work and the work order or underperformance would invite a penalty to be imposed upon the agency as per the provisions of RTPP Act & Rules and GF&AR, including forfeiture of Security Deposit. Serious lapse in responsibilities may also lead to blacklisting of the firm, as may be deemed fit by the Department of Tourism, Govt. of Rajasthan.

Termination:

Department of Tourism may terminate the Contract of the Pavilion Construction Firm in case of the occurrence of any of the events specified below:

- I. If the Agency becomes insolvent or goes into compulsory liquidation.
- II. If the Agency, in the judgment of Department of Tourism, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- III. If the Agency submits to the Department of Tourism a false statement which has a material effect on the rights, obligations or interests of Department of Tourism.
- IV. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Department of Tourism.
- V. If the Agency fails to provide the quality services as envisaged under this Contract. Reasons for the same would be recorded in writing. In case of such an

occurrence Department of Tourism shall give a written advance notice before terminating the Contract of firm.

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.

Arbitration:

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

Jurisdiction:

The contract shall be governed by laws of Rajasthan/India and all Government rules on purchase matter issued from time to time and in force for the time being are applicable to this contract tender.


(Anand Kumar Tripathi)
Joint Director (Mktg.)

I / We have read and understood the terms and conditions of the bid document carefully and we have put signatures on each page of the bid as an acceptance.

Signature of the bidder with date & Seal

Name:

Firm:

Address:

Government of Rajasthan
Department of Tourism
(Bid No. 12-1)

To,

The Director
Department of Tourism
Sanjay Marg,
Opp. Vidhayakpuri Police Station,
Jaipur-302001

We, the undersigned declare that:

1. We have examined the bidding document.
2. If our bid is accepted, we commit to obtain a performance security.
3. We are not participating as bidders in more than one bid in this bidding process.
4. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the State Govt. or the procuring entity.
5. We understand that this bid, together with your written acceptance shall constitute a binding contract between us, until a formal contract is prepared and executed.
6. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
7. We agree to permit the procuring entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the procuring entity.
8. We declare that we have complied with and shall continue to comply with the provisions of the code of integrity for bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012 the Rajasthan Transparency in Public Procurement Rules, 2013 and this bidding document in this procurement process and in execution of the contract.
9. We accept to abide by the conditions and additional information of the bid released by Director, Tourism.
10. Following documents have been uploaded along with this technical bid:-
 - i) Bid document with signature and seal.
 - ii) Photocopy of three Banker Cheques / Demand Draft / Cash deposit receipts towards bid security amount, bid fee and bid processing fee.
 - a) Demand Draft / Banker Cheque / Cash Deposit receipts of Rs. 6.00 Lakhs as bid security for domestic travel marts in favour of Director Tourism.
 - b) Demand Draft / Banker Cheque / Cash Deposit receipts of Rs. 4.00 Lakhs as bid security for foreign travel marts in favour of Director Tourism.
 - c) Demand Draft / Banker Cheque / Cash Deposit receipts of Rs.1000/- for bid fee in favour of Director Tourism.
 - d) Demand Draft / Banker Cheque / Cash Deposit receipts of Rs 1000/- for E-bid processing fee will have to be deposited in favor of MD, RISL, Jaipur.

- iii) Photocopy of latest Service Tax clearance certificate and PAN Card issued by Income Tax Dept.
- iv) Experience certificate of five years having done similar work in this field.
- v) Final accounts audited by C.A. for turnover for past three years 2015-16, 2016-17, 2017-18 OR 2016-17, 2017-18, 2018-19 for similar work.
- vi) Necessary information related to human resources.
- vii) If the firm is a small scale industry unit (SSI), then the copy of registration as small scale unit issued by competent authority.
- viii) Declaration letter of being bona fide manufacturer / dealer on letter head of the firm.
- ix) Declarations by the bidder as per rule 7 of RTPP act and the declarations of compliance with the code of integrity and no conflict of interest (attach annex. A & B).
- x) If the bidder is a firm / company, then the authorization letter of authorized representative containing his name, address and status with signature have been uploaded. Department will not contact anyone else in this regard.
- xi) We, the bidder will deposit three original Demand Draft / Banker Cheques / Cash Deposits Receipts as per clause 10 (ii) to this Department in sealed envelope by 12 noon on 04/11/2019. Original Demand Draft / Banker Cheque / Cash Deposit Receipts submitted later than the scheduled time shall not be considered.

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

Government of Rajasthan, Department of Tourism

Sanjay Marg, Opp. Vidhayakpuri Police Station, Jaipur-302001
Telephone- 0141-2822847/52, email:-cotraj@gmail.com, mktg.rajasthantourism@gmail.com

Technical Data Sheet

Construction and Setting up of Rajasthan Tourism Pavilions in Domestic and Foreign Travel Marts.

S.N.	Particulars	Details - mention page numbers clearly
1.	Name & Address of the Bidder:Tel. /Fax/ Email, Mob.	
2.	Date of Establishment of bidder (enclose evidence)	
3.	Nature of Organization: whether exclusive designing and fabrication or separate division.(Enclose details)	
4.	Annual average turnover in last three years (Rs.300 Lakhs Per Annum in 2015- 16, 2016-17, 2017-18 OR 2016-17, 2017-18, 2018-19) (Enclose profit & loss account and balance sheet)	
5.	Total work experience in the field (In years) (Min. 5 yrs.)	
6.	List of such exclusive events in last Five years. Attach list with brief details and proof of work done, copies of work orders, payments proof (7 exclusive events - 5 in domestic and 2 in foreign travel marts).	
7.	Nature of Bidder -Is bidder in proprietorship, partnership or registered under the Companies Act. Please give details & enclose Certificate	
8.	Branches (enclose details with address & telephone no.)	
9.	Details of Income Tax Registration. PAN No.	
10.	Service-Tax and VAT Registration details	
11.	Professional set up (Complete details of staff, Designers & others) Enclose list. (Separate sheet for technically qualified staff)	
12.	List of present clients & sample of recently done works (enclose)	
13.	AV Presentation on the pavilion attached. Yes / No	
14.	Financial Format attached. Yes / NO	
15.	RISL Fee, Rs.1000/- details	
16.	Bid Document fee Rs. 1000/- details	
17.	2% Bid Security amount Rs. 6 Lakhs for domestic travel marts(Photocopy of bid security)	
18.	2 % Bid Security amount Rs. 4 Lakhs for foreign travel marts (Photocopy of bid security)	

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

Signature of the Bidder with Seal

Government of Rajasthan, Department of Tourism

Sanjay Marg, Opp. Vidhayakpuri Police Station, Jaipur-302001
Telephone- 0141-2822847/52, email:-cotraj@gmail.com, mktg.rajasthantourism@gmail.com

Financial Bid Format

Construction and Setting up of Rajasthan Tourism Pavilions in Domestic and Foreign Travel Marts.

(Amount in Rupees)

S.N.	Details	Rate Per Square Meter including Taxes (in Figures)	Rate Per Square Meter including Taxes (in Words)
1.	Construction and setting up of Rajasthan Tourism Pavilions in Domestic Travel Marts		
2.	Construction and setting up of Rajasthan Tourism Pavilions in Foreign / International Travel Marts		

Signature of the Bidder with Seal

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of interest: -

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

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

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

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of 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:

Signature of bidder Name:

Place :

Designation: Address:

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is

The designation and address of the Second Appellate Authority is

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings: Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be tiled only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- (4) Appeal not to lie in certain cases
No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely: -
 - (a) determination of need of procurement;
 - (b) provisions limiting participation of Bidders in the Bid process;
 - (c) the decision of whether or not to enter into negotiations;
 - (d) cancellation of a procurement process;
 - (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

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

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall, -
 - (i) hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

[See rule 83]

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

Appeal Noof

Before the (First/Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

- 1. Official address, if any:
- 2. Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:

.....
.....
.....(Supported by an affidavit)

7. Prayer:

Place

Date

Appellant's Signature:

Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to

(i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

- (i) As a general rules all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.