

राजस्थान सरकार
पर्यटन विभाग, जयपुर

क्रमांक : एफ2()लेखा/पवि/निविदा/2014-15/ 26870

दिनांक : 23-2-15

निविदा सूचना सं. 6

विभाग द्वारा समय-समय पर आयोजित किये जाने वाले मेले-त्यौहार, प्रदर्शनियों, गोष्ठियों एवं सम्मेलनों, राजस्थान दिवस इत्यादि हेतु निम्नलिखित कार्यों/व्यवस्थाओं बाबत दर संविदा किये जाने के लिए पंजीकृत फर्मों/ठेकेदारों से मुहरबन्द निविदाएं आमंत्रित की जाती हैं:-

क्र. सं.	कार्य का विवरण	कार्य की अनुमानित लागत (रु. लाखों में)	निविदा फार्म की कीमत रूपये	अमानत राशि (रु. लाखों में)	निविदा प्रस्तुत करने की अन्तिम तिथि	तकनीकी निविदा खोलने की तिथि
1.	किराये पर साउण्ड	30.00	400	0.60	11.03.15 01.00 PM	11.03.15 03.00 PM
2.	किराये पर अस्थाई लाईटिंग	45.00	400	0.90	11.03.15 01.00 PM	11.03.15 03.30 PM
3.	किराये पर अस्थाई स्टेज लाईटिंग	30.00	400	0.60	11.03.15 01.00 PM	11.03.15 04.00 PM
4.	पोस्टर्स का लेमीनेशन एवं माउण्टिंग कार्य	10.00	400	0.20	11.03.15 01.00 PM	11.03.15 04.30 PM
5.	फोटोग्राफी एवं विडियोग्राफी एवं विडियो स्क्रीन (Putting up of screens)	7.50	200	0.15	11.03.15 01.00 PM	11.03.15 05.00 PM

निविदा प्रपत्र मय शर्तें वेबसाईट www.sppp.raj.nic.in एवं www.rajasthantourism.gov.in से डाउनलोड किये जा सकते हैं।



(विक्रम सिंह)
निदेशक, पर्यटन

Government of Rajasthan
Department of Tourism
Hotel Khasa Kothi Campus M.I. Road, Jaipur.302001
(Telephone:-0141-5155104 Telfax. 0141-5155100)

Form No. A – Technical Bid

Videography, Photography and Display Screen on Hire Basis

NIB No. /2014-15

The Director
Department of Tourism,
Govt. of Rajasthan, Jaipur

We, the undersigned, declare that:

1. We have examined the Bidding Document.
2. If our Bid is accepted, we commit to deposit the 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 supplies has not been debarred by the state government 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 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.

Technical Bid

Name of Work:- Videography, Photography and Display Screen on Hire Basis

(Please fill the fields and enclose supporting documents)

S.N.	Particular	Supporting document page No.
1.	Name & Address of the Firm Tel/Mobile No./email	
2.	Date of Establishment of company (enclose evidence)	
3.	Is your firm a proprietorship, partnership or registered company for above work. Please give details & enclose Certificates.	
4.	Branches (enclose details with address & telephone no.)	
5.	DD/BC of Rs. 200/- as bid document fee in favour of Director, Tourism, Rajasthan payable at Jaipur	
6.	DD/BC of Rs. 15000/- as bid security fee in favour of Director, Tourism, Rajasthan payable at Jaipur	
7.	Annual turnover in last three years (2011-12 to 2013-14) (Enclose audited profit & loss account and balance sheet with C.A. certificate)	
8.	Total work experience in the field Videography, Photography and Display Screen on Hire Basis (In years)	
9.	List of such exclusive events in last three years (2012, 2013 & 2014). Attach list with brief details and proof of work done, copies of work orders, payments proof (Attach at least three work order of Rs. 0.20 lac and above in any Government Department/Enterprises)	
10.	Details of Income Tax Registration and PAN No.	
11.	Service-Tax Registration details, (Enclose latest Service tax clearance certificate)	
12.	Professional set up (Complete details of staff, Technocrat) Enclose list. (Separate sheet for technically qualified staff)	

13.	List of present clients of recently works done (enclose)	
14.	Declaration by bidder under section 7 of RTPP act 2012(Anex. A, B & C)	
15.	List of Store/machine required for work	
16.	Any other information	

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 Open Competitive Bid offer may be rejected at any stage if it is found that the facts and documents enclosed by me are not correct.

Signature on behalf of firm with seal

Form No. B- Financial Bid (BOQ)

NIB No. /2014-15

Name of Work:- Videography, Photography and Display Screen on Hire Basis

S no	Description	Unit	Complete Rate	Qty	Amount
	Photography Work				
1	Photography of event using Digital coloured camera of at least 25 mega pixel and submission of colour prints printed on at least 120 gsm photo paper of size with all accessories ,manpower required for its operation to give the desired result as directed by officer in charge during event .				
a	5" x 7 "	Per unit		500	
b	6" x 8 "	Per unit		500	
c	Group Photographs of size 8" X 10 "	Per unit		100	
e	Supply of edited digital photo size8" X 10 " MCD	Per unit			
2	Supply of Photo Auto stick Album with at least 25 pockets to keep Photographs of size 6" x 8"	Each		25	
3	Supply of CD/DVD in desired mode comprising of Photography/Video of all edited photography.	Each		50	
4	Supply of crane on hire for taking photography/ videography of the event with all accessories manpower required for its operation to give the desired result as directed by officer in charge during event .	Per job Per day		10	
	Video graphy Work				
5	Videography of event using following types of video camera of at least DPI 720 submission of video in CD/DVD in desired mode in two copies with all accessories ,manpower required for its operation to give the desired result as directed by officer in charge during event .				
a	Beta Cam Hiband digital videocamera	per job per day		10	
b	High definition HD(3 CCD) digital video camera	per job per day		10	
6	Supply of Extra CD/ DVD of the entire indivisual events videographed of any no of days	Each		50	
7	Editing charges of the DVD/ CD as per directions of officer in charge of the individual event of any no days and submission of the CD/DVD in two copies	per Job		50	
8	Promo Editing charges of the DVD/ CD as per directions of officer in charge of the individual event of any no of days and submission of the CD/DVD in two copies	per Job		20	
9	Hire charge for photography/Videography using Drown HD Video Camera including manpower.	per job of eight hours		10	

	Display Screen Work				
10	Hire charges for Supply of Projector with power cable, signal cable of 6000 lumens with all accessories ,manpower required for its operation to give the desired result as directed by officer in charge during event .	Per unit		10	
11	Hire charges for Supply of Projector Screen of following sizes with all accessories, stand etc required to give the desired result as directed by officer in charge during event.				
a	6' x 8'	Each		5	
b	16' x 12'	Each		5	
12	Hire charges for Supply of LCD Screen of following sizes with all accessories, stand etc required to give the desired result as directed by officer in charge during event .				
a	42"	Each		20	
b	60"	Each		20	
13	Hire charges for supply of feed to screens from two no of HD digital Video cameras with required mixer, Power cables etc required to give the desired results as required by officer in charge	per Job		10	
14	Hire charges for supply of LED coloured video walls with full HD and having redundancy of each component suitable for 24/7 hours of operation, outdoor application, with all accessories ,all types of cables etc required for operation including manpower for viewing in bright sunlight of following sizes as required by officer in charge				
a	6' x 8'	Each		4	
b	8' x 10'	Each		4	
c	10' x 12'	Each		4	
d	12' x 15'	Each		4	
Grand Total					

Signature of the Bidder with stamp

Form No. C – Scope of work and Special Conditions of the Bid

NIB No. /2014-15

Name of Work : Videography Photography and Display Screen Hire Basis

Department of Tourism, Government of Rajasthan intends to organize cultural & other activities in Jaipur and other areas in the jurisdiction of the department. The Department wants to make one year rate contract with competent bidders for Videography Photography and Display Screen Hire basis.

The estimated cost of the work is Rs.7.5 lac.

Special Terms and Conditions

1.	The contractor should do photography Videography and display screen work as directed by officer in charge of event
2.	Contractor has to submit original video cassettes along with copy of DVD/ CD. He should not keep copies of it in any form in his record.
3.	The contractor should not give the copies of photography / Videography to any other person other than the tourism department. If the contractor gives copies of photographs and videographs to any other person/ newspaper, the contractor will be black listed.
4.	Equipments of high quality and makes should be used by the contractor for the event .
5.	The payment will be released only when the desired deliverable will be given within the time frame asked for each event.
6.	The rates will be approved by the department for annual basis.
7.	The quantities given In the bill of quantities can be increased or decreased depending on the number of events.
8.	The contractor can be asked to execute the vidogaphy, Photography and display screen work within the notice period of 12 hours.
9.	if the contractor fails to take up the work , the department is free to execute the work on the rates approved from any other vendor
10.	The quantities given in the schedule of works (BOQ) is only tentative for deciding the annual rate contract lowest bidder, the contractor is binded to work on the annual rates approved for any quantity as required till his tender is valid.
11.	The contractor should not photography, Videography and display screen works of the events other then desired by the officer in charge.
12.	The contractor have to appoint technical staff for installation display screens and the staff will be reminded present during the event for successful operation of the system
13.	all the power cable and other thing required for operation will be arranged by the contractor
14.	Rates for subsequent days will be 50% of the original Rates in the work of display screen.

DECLARATION BY BIDDERS

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

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 bid if any to the extent accepted may be cancelled

Signature of the Bidder with stamp

-: GENERAL CONDITIONS OF BID:-

NIB No. /2014-15

Note: Bidder should read these conditions carefully and comply strictly while submitting their bids.

1. This bid is a rate contract for one year from the date agreement.
2. The bidder must either be exclusively a firm doing such assignments or a firm having exclusively defined division within the company which handles such assignments.
3. The bidder should also have an average minimum turnover of Rs. 1.00 Lac P.A during last three financial years. Audited Accounts along with certificate of C.A. should invariably be attached with bids.
4. The bidder should have 3 years proven experience of Videography, Photography and Display Screen on hire bases.
5. The total estimated value of work is Rs. 7.50 lacs. Bid Security will be equal to 2% of the total estimated value of work. Work performs security will be equal to 5% of total estimated value of work. Bidder have to deposit his DD/BC of bid document fee and bid security with his technical bid. Bids without bid security and document fee will not be considered.
6. Conditional bid will not be considered.
7. The technical and financial bid offers will be submitted in separate sealed envelopes, Technical bid envelope containing the creative and technical details as per technical bid document. Financial bid offers will be submitted in BOQ (form-B) only. Both technical and financial bid envelopes will be submitted in container envelope with name & address of bidders and name of work.
8. Technical bids will be opened first. The committee shall decide to open the financial bids of the bidders who will found to be satisfactory and as per requirements of the work. Before opening the financial bids of the technically qualified firms, the committee may call explanatory documents and visit to the store/office of the bidder if required. It will be considered as technical part of the bidding process.
9. The Director Tourism, Government of Rajasthan, Jaipur reserves the right to accept or reject any bid or its part without assigning any reasons thereof.
10. The date and time of opening of financial offers shall be informed to the qualified firms. Financial bid will be opened only technical qualified firms.
11. Selected firm will have to sign an agreement with Department of Tourism on Rs 1000/- non judicial stamp paper.
12. The agreement between the firm and Dept. of Tourism may be terminated any time if it is found that the firm is unable to perform the work or can't maintain the safety & creative standards of the work or violates any of the conditions stipulated by the Department.
13. No advance payment for the ordered work will be given to the contractor.
14. Wherever specific terms and conditioned have not been spelt out in bid document, General Finance and Accounts Rules & RTPP Act, 2012 RTPP Rules 2013 of the state government shall apply.
15. The scope of the work mentioned in bid may be reassessed on site before execution of works for reasonability. Concept plan and all designs have to be got approved by the department. For any additional work having financial implication which is outside the scope of work but has to done by the agency on the request of the department, a committee of officers will examine the reasonability of claims and recommend to the Director Tourism and decision of Director Tourism will be final.

16. The firm would be responsible for all risks involved in the work. For any accident or mishap, the bidder would be solely responsible.
17. All costs incurred by the firm in respect of submission of offer shall be borne by the concerned bidder.
18. Successful firm will have to deposit performance security money equal to 5% of the total value of the work. No interest will be paid on this deposit. The bid security money deposited earlier will be adjusted against the performance security. Performance security will be refunded after successful completion of the contract.
19. The pavilion should be ready in all respects before the day of the beginning of the event.
20. Penalties would be imposed in case of delayed and for faulty services as per provisions of GF &AR and as decided by Department.
21. Latest Service Tax Clearance Certificate is required. Copy of service tax registration should be enclosed also.
22. The bidder should quote rates inclusive of all duties and taxes, transportation charges , T&P, FOR etc required for completion of event . No extra payment other than agreed payment as quoted by contractor (Complete Rate) according to bill of quantities will be paid. No cartage / transportation charges or any other charges will be paid by the Government.
23. The contractor/firm shall not assign or sub-let his contract or any substantial part thereof to any other agency.
24. Specification: All services provided shall strictly conform to the specifications, laid down in the bid form/work order.
25. Rejection:
 - (i) Articles not approved during inspection or testing shall be rejected and shall have to be replaced by the bidder at his own cost within the time fixed by the department.
 - (ii) If, however due to exigencies of Government work, such replacement either in whole or in part is not feasible, after giving an opportunity to the bidder of being heard, the department will deduct a suitable amount from the approved rates. The deductions so made shall be final.
26. The rejected articles shall be removed by the bidder immediately for which department shall not be responsible for any loss. Shortage or damage will be at the bidder's risk and on his account.
27. Forfeiture of bid security: The bid security will be forfeited in the following cases:
 - a. When bid withdraws or modifies the offer after opening of bid but before acceptance of bid.
 - b. When bid does not execute the agreement if any, prescribed within the specified time.
 - c. When the bid does not deposit the security money after the supply order is given.
 - d. When he fails to commence the work within the time prescribed.
28. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred by the Parties to the Director tourism, whose decision shall be final.
29. All legal proceedings, if necessary arise to institute by any of the parties (Government or Contractor/firm) shall have to be lodged in courts situated in Jaipur city.
30. Services shall be made available at the place specified in bid document or FOR destination as specified in the work order.
31. Annexure A, B, C & D of RTPP Act 2012 & RTPP Rules 2013 also will also be binding on the bidder.

32. The first Appellate Authority in this Department is Director Tourism, Tourism, Rajasthan, Jaipur and 2nd Appellate Authority the Principal Secretary, Tourism, Rajasthan, Jaipur.

I/we have carefully gone through/understood all above terms & conditions and I/we shall be binding to the above terms and conditions.

Signature of Bidder (With Seal)

Annexure - A

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/ shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the 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.

Annexure-B

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date:

Place :

Signature of bidder Name:

Designation: Address:

Annexure C

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 thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be tiled only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (I) 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 (I) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every appeal may be presented to First Appellate Authority or Second Appellate

Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

FORM No.I

[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:

1. If the department orders for same work in same places for more than one day, the percentage of rebate in rent of subsequent days will also be coated in BOQ. The percentage of rebate in rent will be same after 4th day.

Government of Rajasthan
Department of Tourism
Hotel Khasa Kothi Campus M.I. Road, Jaipur.302001
(Telephone:-0141-5155104 Telfax. 0141-5155100)

Form No. A – Technical Bid

Temporary Sound Arrangements on Hire Basis

NIB No. /2014-15

The Director
Department of Tourism,
Govt. of Rajasthan,Jaipur

We, the undersigned, declare that:

9. We have examined the Bidding Document.
10. If our Bid is accepted, we commit to deposit the performance Security.
11. We are not participating, as Bidders, in more than one Bid in this bidding process.
12. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the state government or the procuring entity.
13. 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.
14. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
15. We agree to permit the procuring entity or its representative to inspect our accounts and other documents relating to the bid submission and to have them audited by auditors appointed by the procuring entity.
16. 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.

Technical Bid

Name of Work:- Temporary Sound Arrangements on Hire Basis

(Please fill the fields and enclose supporting documents)

S.N.	Particular	Supporting document page No.
1.	Name & Address of the Firm Tel/Mobile No./email	
2.	Date of Establishment of company (enclose evidence)	
3.	Is your firm a proprietorship, partnership or registered under the company Act. Please give details & enclose Certificates.	
4.	Branches (enclose details with address & telephone no.)	
5.	DD/BC of Rs. 400/- as bid document fee in favour of Director, Tourism, Rajasthan payable at Jaipur	
6.	DD/BC of Rs. 60000/- as bid security fee in favour of Director, Tourism, Rajasthan payable at Jaipur	
7.	Annual turnover in last three years (2011-12 to 2013-14) (Enclose audited profit & loss account and balance sheet with C.A. certificate)	
8.	Total work experience in the field Hire Charges for Temporary Sound Arrangements on Hire basis (In years).	
9.	List of such exclusive events in last three years. Attach list with brief details and proof of work done, copies of work orders, payments proof (Enclosed 3 single orders of Rs. 3.00 lac and above executed successful in 2012, 2013 and 2014 in any Government Department/Enterprises).	
10.	Details of Income Tax Registration and PAN No.	
11.	Service-Tax Registration details, (Enclose Vat and Service tax clearance certificate up to 31.3.2014)	

12.	Professional set up (Complete details of staff, Technocrat) Enclose list. (Separate sheet for technically qualified staff)	
13.	List of present clients of recently works done (enclose)	
14.	Declaration by bidder under section 7 of RTPP act 2012(Anex. A, B & C)	
15.	List of Store/machine required for work	
16.	Any other information	

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 Open Competitive Bid offer may be rejected at any stage if it is found that the facts and documents enclosed by me are not correct.

Signature on behalf of firm with seal

Form No. B- Financial Bid (BOQ)

NIB No. /2014-15

Name of Work:- Temporary Sound Arrangements on Hire Basis

S no	Description	Unit	Complete Rate	Qty	Amount
1	Hire charges for Digital sound system for events like cultural programmes, gazalas , kawalis , live shows, plays etc including all T &P and labour charges as per directions of officer in charge, using following items .				
a	48 channel Audio Mixer , preferably of Yamaha / Sound craft makes	Job p. day		40	
b	32 channel Audio Mixer , preferably of Yamaha / Sound craft makes	Job p. day		40	
c	Hand / laple cordless mike , preferably of shure, schneider make	Each p. day		160	
d	Twin CD Player , preferably of Pioneer or equivalent make	Each p. day		40	
e	Stage Monitors , JBL, Martin or equivalent makes	Each p. day		80	
f	D I Boxes (Behringer or equivalent makes	Each p. day		40	
g	Corded mikes with stand	Each p. day		120	
h	1000 watt Amplifier Preferably of Phonic / QSC makes or equivalent	Each p. day		80	
i	2000 watt Amplifier Preferably of Phonic / QSC makes or equivalent	Each p. day		80	
j	1000 watt Speaker , Preferably of JBL/ EAW/ Martin makes	Each p. day		80	
k	2000 watt Speaker , Preferably of JBL/ EAW / Martin makes	Each p. day		80	
l	Foot mikes preferably of shure makes or equivalent	Each p. day		40	
m	Audio Cross over , preferably of DBX/ Elisis make	Each p. day		40	
n	Snake cable of 30 channels of about 75 meter in length	Each p. day		60	
o	Metal Truss of 20' x 20 ' for fixing the speakers/ horns etc required for successful event	Job p. day		24	
p	1000 watts Base bin Preferably of JBL/ EAW / Martin/ martin 3 makes	Each p. day		80	
q	2000 watts Base bin Preferably of JBL/ EAW / Martin/ martin 3 makes	Each p. day		64	
r	1000 watts Sub woofer Preferably of JBL/ EAW / Martin/ martin 3 makes	Each p. day		80	
s	2000 watts Sub woofer Preferably of JBL/ EAW / Martin/ martin 3 makes	Each p. day		64	
t	Side fill speakers (JBL , Martin or equivalent make)	Each p. day		40	
	G Total				

Signature of the Bidder with stamp

Form No. C – Scope of work and Special Conditions of the Bid

NIB No. /2014-15

Name of Work : Temporary Sound Arrangements on Hire Basis

Department of Tourism, Government of Rajasthan intends to organize cultural & other activities in Jaipur and other areas in the jurisdiction of the department. The Department wants to make one year rate contract with competent bidders for temporary sound arrangements on hire basis.

The estimated cost of the work is Rs.30.00 lac.

Special Terms and Conditions

1.	The contractor has to keep at least 2 sound experts and one supervisor during the entire period of event with mobile phones. It is the responsibility of contractor to remove all defects which may happen during the event.
2.	The contractor should arrange for electrical power supply Panels on his own for which no separate the payment will be given by the department
3.	The contractor has to give the photographs of installation made with measurements of the installation made by him
4.	The quantities given in the schedule of works is only tentative for deciding the annual rate contract lowest bidder, the contractor is bounded to work on the annual rates approved for any quantity as required till his tender is valid.
5.	No Payment will be paid for days required for installation and removal of temporary system at site
6.	The payment will however be paid if required by the department for checking the installation one day before the event
7.	The contractor should quote rates inclusive of all duties and taxes, transportation charges, T&P etc required for completion of event. No extra payment other then agreed payment as quoted by contractor according to bill of quantities will be paid
8.	The contractor should use the reputed makes equipments as listed in recommended makes for organizing the function
9.	There should not be any intermittent noise generation during operation of system
10.	The speakers should be so located that there is audible good quality sound heard in entire area of audience sitting
11.	There should not be any feedback problem
12.	There should not be any echo / reservation problem during event
13.	The contractor should keep sufficient spare during event so that in case of problem, it should be replaced immediately
14.	Rates for subsequent days/week will be 50% of the original Rates.

DECLARATION BY BIDDERS

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

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 bid if any to the extent accepted may be cancelled

Signature of the Bidder with stamp

GENERAL CONDITIONS OF BID

Note: Bidder should read these conditions carefully and comply strictly while submitting their bids.

33. This bid is a rate contract for one year from the date of agreement.
34. The bidder must either be exclusively a firm doing such assignments or a firm having exclusively defined division within the company which handles such assignments.
35. The bidder should also have an average minimum turnover of Rs. 30.00 lac p.a. in last three financial years. Audited accounts along with certificate of C.A. should invariable be attached with bid.
36. The bidder should have 3 years proven experience of Temporarily Sound Arrangements on Hire Basis.
37. The total estimated value of work is Rs. 30.00 lac. Bid Security will be equal to 2% of the total estimated value of work. Work performs security will be equal to 5% of total estimated value of work. Bidders have to deposit his DD/BC of bid document fee and bid security with his technical bid. Bids without bid security and document fee will not be considered.
38. Conditional bid will not be considered.
39. The technical and financial bid offers will be submitted in separate sealed envelopes, Technical bid envelope containing the creative and technical details as per technical bid document. Financial bid offers will be submitted in BOQ (form-B) only. Both technical and financial bid envelopes will be submitted in container envelope with name & address of bidders and name of work.
40. Technical bids will be opened first. The committee shall decide to open the financial bids of the bidders who will found to be satisfactory and as per requirements of the work. Before opening the financial bids of the technically qualified firms, the committee may call explanatory documents and visit to the store/office of the bidder if required. It will be considered as technical part of the bidding process.
41. The Director Tourism, Government of Rajasthan, Jaipur reserves the right to accept or reject any bid or its part without assigning any reasons thereof.
42. The date and time of opening of financial offers shall be informed to the qualified firms. Financial bid will be opened only technical qualified firms.
43. Selected firm will have to sign an agreement with Department of Tourism on Rs 1000/- non judicial stamp paper.
44. The agreement between the firm and Dept. of Tourism may be terminated any time if it is found that the firm is unable to perform the work or can't maintain the safety & creative standards of the work or violates any of the conditions stipulated by the Department.
45. No advance payment for the ordered work will be given to the contractor.
46. Wherever specific terms and conditioned have not been spelt out in bid document, General Finance and Accounts Rules & RTPP Act, 2012 RTPP Rules 2013 of the state government shall apply.
47. The scope of the work mentioned in bid may be reassessed on site before execution of works for reasonability. Concept plan and all designs have to be got approved by the department. For any additional work having financial implication which is outside the scope of work but has to done by the agency on the request of the department, a committee of officers will examine the reasonability of claims and recommend to the Director Tourism and decision of Director Tourism will be final.

48. The firm would be responsible for all risks involved in the work. For any accident or mishap, the bidder would be solely responsible.
49. All costs incurred by the firm in respect of submission of offer shall be borne by the concerned bidder.
50. Successful firm will have to deposit performance security money equal to 5% of the total value of the work. No interest will be paid on this deposit. The bid security money deposited earlier will be adjusted against the performance security. Performance security will be refunded after successful completion of the contract.
51. The pavilion should be ready in all respects before the day of the beginning of the event.
52. Penalties would be imposed in case of delayed and for faulty services as per provisions of GF &AR and as decided by Department.
53. Service Tax Clearance Certificate and VAT clearance certificate up to 31.3.2014 are required.
54. The bidder should quote rates inclusive of all duties and taxes, transportation charges, T&P, FOR etc required for completion of event. No extra payment other than agreed payment as quoted by contractor (Complete Rate) according to bill of quantities will be paid. No cartage / transportation charges or any other charges will be paid by the Government.
55. The contractor/firm shall not assign or sub-let his contract or any substantial part thereof to any other agency.
56. Specification: All services provided shall strictly conform to the specifications, laid down in the bid form/work order.
57. Rejection:
 - (iii) Articles not approved during inspection or testing shall be rejected and shall have to be replaced by the bidder at his own cost within the time fixed by the department.
 - (iv) If, however due to exigencies of Government work, such replacement either in whole or in part is not feasible, after giving an opportunity to the bidder of being heard, the department will deduct a suitable amount from the approved rates. The deductions so made shall be final.
58. The rejected articles shall be removed by the bidder immediately for which department shall not be responsible for any loss. Shortage or damage will be at the bidder's risk and on his account.
59. Forfeiture of bid security: The bid security will be forfeited in the following cases:
 - a. When bid withdraws or modifies the offer after opening of bid but before acceptance of bid.
 - b. When bid does not execute the agreement if any, prescribed within the specified time.
 - c. When the bid does not deposit the security money after the supply order is given.
 - d. When he fails to commence the work within the time prescribed.
60. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred by the Parties to the Director Tourism, whose decision shall be final.
61. All legal proceedings, if necessary arise to institute by any of the parties (Government or Contractor/firm) shall have to be lodged in courts situated in Jaipur city.

62. Services shall be made available at the place specified in bid document or FOR destination as specified in the work order.
63. Annexure A, B, C & D of RTPP Act 2012 & RTPP Rules 2013 also will also be binding on the bidder.
64. The first Appellate Authority in this Department is Director Tourism, Tourism, Rajasthan, Jaipur and 2nd Appellate Authority the Principal Secretary, Tourism, Rajasthan, Jaipur.

I/we have carefully gone through/understood all above terms & conditions and I/we shall be binding to the above terms and conditions.

Signature of Bidder (With Seal)

Annexure - A

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (i) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (j) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (k) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (l) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (m) 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;
- (n) not obstruct any investigation or audit of a procurement process;
- (o) disclose conflict of interest, if any; and
- (p) 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.

ii. 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.

Annexure-B

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

6. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
7. 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;
8. 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;
9. 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;
10. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Place :

Signature of bidder Name:

Designation: Address:

Annexure C

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is

The designation and address of the Second Appellate Authority is

(6) **Filing an appeal**

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

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be tiled only by a Bidder whose Technical Bid is found to be acceptable.

(7) The officer to whom an appeal is filed under para (I) 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.

(8) 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.

(9) **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.

(10) **Form of Appeal**

(a) An appeal under para (I) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- (6) Fee for filing appeal
 - (c) 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.
 - (d) 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

- (d) 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.
- (e) 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.
- (f) 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.
- (e) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

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:
 3. Official address, if any:
 4. 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:

**Government of Rajasthan
Department of Tourism**

Hotel Khasa Kothi Campus M.I. Road, Jaipur.302001
(Telephone:-0141-5155104 Telfax. 0141-5155100)

Form No. A – Technical Bid

Name of Work – Temporary Arrangements of Lighting on Hire Basis

NIB No. /2014-15

The Director

Department of Tourism,
Govt. of Rajasthan, Jaipur

We, the undersigned, declare that:

17. We have examined the Bidding Document.
18. If our Bid is accepted, we commit to deposit the performance Security.
19. We are not participating, as Bidders, in more than one Bid in this bidding process.
20. Our firm, its affiliates or subsidiaries, including any subcontractors or supplies has not been debarred by the state government or the procuring entity.
21. 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.
22. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
23. We agree to permit the procuring entity or its representative to inspect our accounts and other documents relating to the bid submission and to have them audited by auditors appointed by the procuring entity.
24. 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.

Technical Bid

Name of Work : Temporary Arrangement of Lighting on Hire Basis

(Please fill the fields and enclose supporting documents)

S.N.	Particular	Supporting document page No.
1.	Name & Address of the Firm Tel/Mobile No./email	
2.	Date of Establishment of company (enclose evidence)	
3.	Is your firm a proprietorship, partnership or registered under the company Act. Please give details & enclose Certificates.	
4.	Branches (enclose details with address & telephone no.)	
5.	DD/BC of Rs. 400/- as bid document fee in favour of Director, Tourism, Rajasthan payable at Jaipur	
6.	DD/BC of Rs. 90000/- as bid security fee in favour of Director, Tourism, Rajasthan payable at Jaipur	
7.	Annual turnover in last three years (2011-12 to 2013-14) (Enclose audited profit & loss account and balance sheet with C.A. certificate)	
8.	Total work experience in the field Temporary Arrangements of Lighting on Hire Basis (In years).	
9.	List of such exclusive events in last three years. Attach list with brief details and proof of work done, copies of work orders, payments proof (Enclosed 3 single orders of Rs. 3.00 lac and above executed successfully in 2012, 2013 & 2014 in any Government Department/ Enterprises).	
10.	Details of Income Tax Registration and PAN No.	
11.	Service-Tax Registration details, (Enclose VAT & Service tax clearance certificate up to 31.3.2014)	

12.	Professional set up (Complete details of staff, Technocrat) Enclose list. (Separate sheet for technically qualified staff)	
13.	List of present clients of recently works done (enclose)	
14.	Declaration by bidder under section 7 of RTPP act 2012(Anex. A, B & C)	
15.	List of Store/machine required for work	
16.	Any other information	

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 Open Competitive Bid offer may be rejected at any stage if it is found that the facts and documents enclosed by me are not correct.

Signature on behalf of firm with seal

**Temporary Lighting arrangements in various functions organized by Tourism Department,
Government of Rajasthan (on hire basis).**

Part- B Financial Bid (BOQ)

S no	Description	Unit	Complete Rate	Qty	Amount
1	Hire charges for 500/1000 Watt halogen flood luminaries as required.(with Lamp)				
a	With suitable pole	Each p. day		375	
b	With out pole	Each p. day		1500	
2	Hire charges for HPMV / HPSV lantern up to 250 watt with lamp & pole as required.	Each p. day		250	
3	Hire charges for light point with lamp as required for shops/ stalls	Each p. day		125	
4	Hire charges for power/light plug on board as required for shops/ stalls	Each p. day		125	
5	Hire charges for Jhalar bulb15/25 watt coloured/clear as required.	Each p. day		5000	
6	Hire charges for Jhalar 60 nos. 6.2 v miniature bulb as required.	Each p. day		2500	
7	Hire charges of niwar patti 60 no. 6.2 v miniature lamps. As required.	Each p. day		2500	
8	Hire charges for tube light fixture with 28 watt T5 lamp as required.	Each p. day		250	
9	Hire charges for Light point with CFL 9 / 11/ 13 / 15 watt as required.	Each p. day		250	
10	Hire charges for round LED/neon flex LED/flexible strip LED/LED rope as required.	P. Mtr. p. day		5000	
11	Hire charges of Main service line for 3 phase connection up to 50 mtr. Length including meter board, dist. Board and supports as required.				
a	Up to 25.0 sq.mm size cable	Each p. week		3000	
b	above 25.0 sq.mm & up to 95 Sq.mm	Each p. week		2000	
c	above 95.0 sq.mm	Each p. week		1000	
12	Hire charges of Sub service line for single/ three phase connection upto 30 mtr. Length including dist. Board and supports as required				
a	Single phase up to 6 Sqmm	Each p. week		2000	
b	Three phase & neutral up to 10 Sqmm	Each p. week		1000	
13	Hire charges for cut glass chandelier of 20 lamps	Each p. day		10	

S no	Description	Unit	Complete Rate	Qty	Amount
14	Hire charges for cut glass chandelier of 15 lamps	Each p. day		20	
15	Hire charges for cut glass chandelier of 7 lamps	Each p. day		50	
16	Hire charges for cut glass chandelier of 5 lamps	Each p. day		50	
17	Hire charges for pendant of cut glass with single 200 watt lamp as required.	Each p. day		25	
18	Hire charges for 250/400 watt metal halide luminaries with lamp and pole of required height as required.	Each p. day		500	
19	Hire charges for 500/1000 watt Apollo light for shops/ stalls (with lamp)	Each p. day		50	
20	Hire charges for Silent type D.G. Set, including Operator, change over switch. Control panel etc. and excluding POL as required of following capacity:				
a	40 KVA	Each p. day		3	
b	62.5 KVA	Each p. day		4	
c	Above 62.5 KVA and upto 125 KVA	Each p. day		4	
d	180 KVA	Each p. day		3	
21	Hire charges for Desert cooler of size 20" fan with stand, wiring including filling of water	Each p. day		50	
22	Hire charges for pedestal fan of size 18" / ceiling fan of size 48" sweep as required.	Each p. day		100	
23	Supply and filling of POL for DG sets	Per KVA per Hour		500	
24	Hire charges for LPG Heater	Each p. day		25	
25	Hire charges for Mist Fan	Each p. day		25	
26	Hire charges for following type of Air conditioners as required.				
a	2.0 TR Split AC	Each p. day		5	
b	3.0 TR Tower type split AC	Each p. day		3	
c	5.0 TR tower type Split AC	Each p. day		3	
27	Hire charges for supply of main feeder pillar boxes comprising of one incomer and Outgoings as required at site . The feeder pillar box should comprise of Bus Bars/Ameter/voltmeter/indicating lights of suitable ratings. The incomer should be of 400 Amps and 4 to 6 outgoing of 100 to 125 Amps . The Incomer and outgoing should be either HRC switch fuse units / MCCB of 3/ 4 pole as required	Each p. week		10	

S no	Description	Unit	Complete Rate	Qty	Amount
28	Hire charges for supply of distribution feeder pillar boxes comprising of one incomer and Outgoings as required at site. The feeder pillar box should comprise of Bus Bars/Ameter/voltmeter/indicating lights of suitable ratings. The incomer should be of 125 Amps and 4 to 6 outgoing of 63 Amps . The Incomer and outgoing should be either HRC switch fuse units /MCCB/ MCB The feeder pillar box should comprise of Bus Bars/Ameter/voltmeter / indicating lights of suitable ratings	Each p week		40	
29	Hire charges for supply of 4 pole changeover switch panel as required at site of 125 Amps . The Incomer and outgoing should be either HRC switch fuse units / MCCB/ MCB	Each p week		5	
30	Hire charges for supply of 4 pole change over switch panel as required at site of 250 Amps . The Incomer and outgoing should be either HRC switch fuse units / MCCB/ MCB	Each p week		3	
31	Hire charges for supply of 4 pole changeover switch panel as required at site of 400 Amps . The Incomer and outgoing should be either HRC switch fuse units / MCCB/ MCB	Each p week		3	
32	Hire charges for 3 phase 8 way Distribution boards with mounting on suitable frame/ wall with earthing connections	Each p week		40	
33	Hire charges for ISI marked (IS : 15683) Portable Fire Extinguisher, ABC type of 4 kg capacity,	Each p week		100	
34	Hire charges for Apollo lights of 500 watt capacity	p day		250	
35	Hire charges for Bracket lights with suitable incandescent/ CFL/ LED lamp	p day		100	
36	Hire charges for Spot lights with suitable halogen/incandescent/ CFL/LED lamp	p day		100	
37	Hire charges for suitable earthing system suitable for required capacity of lighting load in the form of GI Pipe/ GI or copper plate or Gel earthing	Each p week		20	
	Total :-				

Form No. C – Scope of work and Special Conditions of the Bid

NIB No. /2014-15

Name of Work : Temporary Arrangements of Lighting on Hire Basis

Department of Tourism, Government of Rajasthan intends to organize cultural & other activities in Jaipur and other areas in the jurisdiction of the department. The Department wants to make one year rate contract with competent bidders for temporary arrangements of lighting on hire basis.

The estimated cost of the work is Rs.45.00 lac.

Special Terms and Conditions

1	Rates for subsequent days/week will be 50% of the original Rates except for DG sets.
2	Rates to be increased by 10 % if Temporary Lighting wiring is to be done in PVC conduit for item no. 11 and 12
3	Jointing is to be done through connector & insulating tapes.
4	The contractor has to keep at least 2 Electrician and 2 Helper and one supervisor during the entire period of event with mobile phones .It is the responsibility of contractor to remove all defects which may happen during the event.
5	The contractor should take care of all fire hazards and the loss incurred due to Electrical fire/ Electrical shock to any participants / delegates the contractor should be fully responsibility.
6	The contractor should help the Tourism Department for taking temporary Electrical connection if required from JVVNL for the show. The statutory charges will however be payable by the department
7	The contractor should possess the valid electrical license from electrical inspector , Government of Rajasthan
8	The contractor should help the Tourism Department for approval of temporary Electrical installation if required from Electrical Inspector for the show. The statutory charges will however be payable by the department
9	The contractor should arrange for earthing at DG sets , main Panels on the rates approved by the department
10	If more than one light is mounted on pole the only one light will be counted with pole and rest of the lights mounted on same pole will be paid as lights without pole
11	If more than one light of different type is mounted on pole the only one light with highest hire charges will be counted with pole and rest of the lights mounted on same pole will be paid as lights without pole
12	The contractor has to give the photographs of installation made with measurements of the installation made by him
13	The quantities given in the schedule of works is only tentative for deciding the annual rate contract lowest bidder, the contractor is bounded to work on the annual rates approved for any quantity as required till his bid is valid.
14	No Payment will be paid for days required for installation and removal of temporary system at site
15	The payment will however be paid if required by the department for checking the installation one day before the event
16	The contractor should quote rates inclusive of all duties and taxes, transportation charges , T&P etc required for completion of event . No extra payment other than agreed payment as quoted by contractor according to bill of quantities will be paid
17	The contractor will have to execute the work as directed by officer in charge of the event
18	Equipments of high quality and makes should be used by the contractor for the event.
19	The payment will be released only when the desired deliverable will be given within the time frame asked for each event.
20	The contractor can be asked to execute the work of event within the notice period of 12 hours
21	If the contractor fails to take up or complete the work, the department is free to execute the work on the prevailing market rate on risk and cost of the bidder.
22	The contractor is free to use without any extra charges the alternate light with other light sources so far the desired result with alternate light source is same as that of items asked for without any

	extra cost.
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SR FORM – 11

DECLARATION BY BIDDERS

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

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 bid if any to the extent accepted may be cancelled

Signature of the Bidder with stamp

GENERAL CONDITIONS OF BID

Note: Bidder should read these conditions carefully and comply strictly while submitting their bids.

65. This bid is a rate contract for one year from the date of agreement.
66. The bidder must either be exclusively a firm doing such assignments or a firm having exclusively defined division within the company which handles such assignments.
67. The bidder should also have an average minimum turnover of Rs. 45.00 lac p.a. in last three financial years. Audited accounts along with certificate of C.A. should invariable be attached with bid.
68. The bidder should have 3 years proven experience of Temporary Arrangement of Lighting on Hire Basis.
69. The total estimated value of work is Rs. 45.00 lac. Bid Security will be equal to 2% of the total estimated value of work. Work performs security will be equal to 5% of total estimated value of work. Bidders have to deposit his DD/BC of bid document fee and bid security with his technical bid. Bids without bid security and document fee will not be considered.
70. Conditional bid will not be considered.
71. The technical and financial bid offers will be submitted in separate sealed envelopes, Technical bid envelope containing the creative and technical details as per technical bid document. Financial bid offers will be submitted in BOQ (form-B) only. Both technical and financial bid envelopes will be submitted in container envelope with name & address of bidders and name of work.
72. Technical bids will be opened first. The committee shall decide to open the financial bids of the bidders who will found to be satisfactory and as per requirements of the work. Before opening the financial bids of the technically qualified firms, the committee may call explanatory documents and visit to the store/office of the bidder if required. It will be considered as technical part of the bidding process.
73. The Director Tourism, Government of Rajasthan, Jaipur reserves the right to accept or reject any bid or its part without assigning any reasons thereof.
74. The date and time of opening of financial offers shall be informed to the qualified firms. Financial bid will be opened only technical qualified firms.
75. Selected firm will have to sign an agreement with Department of Tourism on Rs 1000/- non judicial stamp paper.
76. The agreement between the firm and Dept. of Tourism may be terminated any time if it is found that the firm is unable to perform the work or can't maintain the safety & creative standards of the work or violates any of the conditions stipulated by the Department.
77. No advance payment for the ordered work will be given to the contractor.
78. Wherever specific terms and conditioned have not been spelt out in bid document, General Finance and Accounts Rules & RTPP Act, 2012 RTPP Rules 2013 of the state government shall apply.
79. The scope of the work mentioned in bid may be reassessed on site before execution of works for reasonability. Concept plan and all designs have to be got approved by the department. For any additional work having financial implication which is outside the scope of work but has to done by the agency on the request of the department, a committee of officers will examine the reasonability of claims and recommend to the Director Tourism and decision of Director Tourism will be final.

80. The firm would be responsible for all risks involved in the work. For any accident or mishap, the bidder would be solely responsible.
81. All costs incurred by the firm in respect of submission of offer shall be borne by the concerned bidder.
82. Successful firm will have to deposit performance security money equal to 5% of the total value of the work. No interest will be paid on this deposit. The bid security money deposited earlier will be adjusted against the performance security. Performance security will be refunded after successful completion of the contract.
83. The pavilion should be ready in all respects before the day of the beginning of the event.
84. Penalties would be imposed in case of delayed and for faulty services as per provisions of GF &AR and as decided by Department.
85. Service Tax Clearance Certificate and VAT clearance certificate up to 31.3.2014 are required.
86. The bidder should quote rates inclusive of all duties and taxes, transportation charges, T&P, FOR etc required for completion of event . No extra payment other than agreed payment as quoted by contractor (Complete Rate) according to bill of quantities will be paid. No cartage / transportation charges or any other charges will be paid by the Government.
87. The contractor/firm shall not assign or sub-let his contract or any substantial part thereof to any other agency.
88. Specification: All services provided shall strictly conform to the specifications, laid down in the bid form/work order.
89. Rejection:
 - (v) Articles not approved during inspection or testing shall be rejected and shall have to be replaced by the bidder at his own cost within the time fixed by the department.
 - (vi) If, however due to exigencies of Government work, such replacement either in whole or in part is not feasible, after giving an opportunity to the bidder of being heard, the department will deduct a suitable amount from the approved rates. The deductions so made shall be final.
90. The rejected articles shall be removed by the bidder immediately for which department shall not be responsible for any loss. Shortage or damage will be at the bidder's risk and on his account.
91. Forfeiture of bid security: The bid security will be forfeited in the following cases:
 - a. When bid withdraws or modifies the offer after opening of bid but before acceptance of bid.
 - b. When bid does not execute the agreement if any, prescribed within the specified time.
 - c. When the bid does not deposit the security money after the supply order is given.
 - d. When he fails to commence the work within the time prescribed.
92. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred by the Parties to the Director Tourism, whose decision shall be final.

93. All legal proceedings, if necessary arise to institute by any of the parties (Government or Contractor/firm) shall have to be lodged in courts situated in Jaipur city.
94. Services shall be made available at the place specified in bid document or FOR destination as specified in the work order.
95. Annexure A, B, C & D of RTPP Act 2012 & RTPP Rules 2013 also will also be binding on the bidder.
96. The first Appellate Authority in this Department is Director Tourism, Tourism, Rajasthan, Jaipur and 2nd Appellate Authority the Principal Secretary, Tourism, Rajasthan, Jaipur.

I/we have carefully gone through/understood all above terms & conditions and I/we shall be binding to the above terms and conditions.

Signature of Bidder (With Seal)

Annexure - A

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

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

Conflict of interest:-

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

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

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/ shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the 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:

Annexure C

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 (I) 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 (I) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- (6) Fee for filing appeal
- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.
- (7) Procedure for disposal of appeal
- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
- (i) hear all the parties to appeal present before him; and
- (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

FORM No. I

[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 :

**Government of Rajasthan
Department of Tourism**

Hotel Khasa Kothi Campus M.I. Road, Jaipur.302001
(Telephone:-0141-5155104 Telfax. 0141-5155100)

Form No. A – Technical Bid

Name of Work – Stage Lighting Arrangements on Hire Basis

NIB No. /2014-15

The Director

Department of Tourism,
Govt. of Rajasthan, Jaipur

We, the undersigned, declare that:

25. We have examined the Bidding Document.

26. If our Bid is accepted, we commit to deposit the performance Security.

27. We are not participating, as Bidders, in more than one Bid in this bidding process.

28. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the state government or the procuring entity.

29. 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.

30. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

31. We agree to permit the procuring entity or its representative to inspect our accounts and other documents relating to the bid submission and to have them audited by auditors appointed by the procuring entity.

32. 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.

Technical Bid

Name of Work : Stage Lighting Arrangement on Hire Basis

(Please fill the fields and enclose supporting documents)

S.N.	Particular	Supporting document page No.
1.	Name & Address of the Firm Tel/Mobile No./email	
2.	Date of Establishment of company (enclose evidence)	
3.	Is your firm a proprietorship, partnership or registered under the company Act. Please give details & enclose Certificates.	
4.	Branches (enclose details with address & telephone no.)	
5.	DD/BC of Rs. 400/- as bid document fee in favour of Director, Tourism, Rajasthan payable at Jaipur	
6.	DD/BC of Rs. 60000/- as bid security fee in favour of Director, Tourism, Rajasthan payable at Jaipur	
7.	Annual turnover in last three years (2011-12 to 2013-14) (Enclose audited profit & loss account and balance sheet with C.A. certificate)	
8.	Total work experience in the field Stage Lighting Arrangements on Hire Basis (In years).	
9.	List of such exclusive events in last three years. Attach list with brief details and proof of work done, copies of work orders, payments proof (Enclosed 3 single orders of Rs. 3.00 lac and above each executed successfully in 2012, 2013 & 2014 in any Government Department/Enterprises).	
10.	Details of Income Tax Registration and PAN No.	

11.	Service-Tax Registration details, (Enclose VAT & Service tax clearance certificate upto 31.3.2014)	
12.	Professional set up (Complete details of staff, Technocrat) Enclose list. (Separate sheet for technically qualified staff)	
13.	List of present clients of recently works done (enclose)	
14.	Declaration by bidder under section 7 of RTPP act 2012(Anex. A, B & C)	
15.	List of Store/machine required for work	
16.	Any other information	

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 Open Competitive Bid offer may be rejected at any stage if it is found that the facts and documents enclosed by me are not correct.

Signature on behalf of firm with seal

Stage Lighting arrangements in various functions organized by Tourism Department, Government of Rajasthan (on hire basis).

From- B Financial bid (BOQ)

S no	Description	Unit	Complete Rate	Qty	Amount
1	Hire charges of Main service line for 3 phase connection upto 50 mtr. Length including meter board, dist. Board and supports as required.				
a	Upto 25.0 sq.mm size cable	Each p. week		20	
b	above 25 sq. mm up to 95 sq.mtr	Each p. week		10	
c	above 95 sq.mtr.	Each p. week		10	
2	Hire charges of Sub service line for single/ three phase connection upto 30 mtr. Length including dist. Board and supports as required				
a	Single phase upto 6 Sqmm	Each p. week		200	
3	Hire charges for following stage lighting equipemts with all accessories, manpower , T&P required for successful organisation of event as desired by officer in charge				
a	Tri Pod stand for lights	Each p. day		40	
b	T truss stand for lights	Each p. day		40	
c	Dimmer board of atleast 24 KW	Each p. day		40	
d	Mixer for lights	Each p. day		20	
e	Change over Switch , 400 Amp,	Each p. day		20	
f	Sharpy Scanner , 1200 watts	Each p. day		40	
g	Jumbo strove lights	Each p. day		100	
h	3000 watt follow spot lights	Each p. day		20	
i	Smoke machine	Each p. day		20	
j	Multi beam sky tracer	Each p. day		40	
k	Pilot (DMX controller)	Each p. day		20	
l	Plano Convex lights (PC), 1000 watts	Each p. day		200	
m	Fresnel lights , 1000 watt	Each p. day		200	
n	Metal Four side truss of size 60 ' x 40 '	Each p. day		20	
o	Moving Heads (SGM make or equivalent)	Each p. day		20	
p	LED Parcan lights	Each p. day		100	
q	wall washer (City colour)	Each p. day		40	
r	Profile 1000 watts	Each p. day		40	
s	6 gun Laser lights	Each p. day		40	
t	Haze machine	Each p. day		20	

S no	Description	Unit	Complete Rate	Qty	Amount
	Total :-				

Form No. C – Scope of work and Special Conditions of the Bid

NIB No. _____/2014-15

Name of Work : Stage Lighting Arrangements on Hire Basis

Department of Tourism, Government of Rajasthan intends to organize cultural & other activities in Jaipur and other areas in the jurisdiction of the department. The Department wants to make one year rate contract with competent bidders for temporary stage lighting arrangements on hire basis.

The estimated cost of the work is Rs.30.00 lacs.

Special Terms and Conditions

1.	The contractor will have to execute the work as directed by officer in charge of the event.
2.	Rates for subsequent days/week will be 50% of the original Rates.
3.	Rates to be increased by 10 % if wiring is to be done in PVC conduit for item no. 1 and 2
4.	Equipments of high quality and makes should be used by the contractor for the event.
5.	The payment will be released only when the desired deliverable will be given within the time frame asked for each event.
6.	The quantities given In the bill of quantities can be increased or decreased depending on the number of events.
7.	The contractor can be asked to execute the work of event within the notice period of 12 hours
8.	If the contractor fails to take up or complete the work, the department is free to execute the work on the prevailing market rate on risk and cost of the bidder.
9.	The quantities given in the schedule of works is only tentative for deciding the annual rate contract lowest bidder, the contractor is bounded to work on the annual rates approved for any quantity as required till his tender is valid.
10.	The contractor should quote rates inclusive of all duties and taxes , transportation charges, T&P etc required for completion of event . No extra payment other then agreed payment as quoted by contractor according to bill of quantities will be paid
11.	Jointing is to be done through connector & insulating tapes.
12.	The contractor has to keep at least 2 Electrician and 2 Helper and one supervisor during the entire period of event with mobile phones .It is the responsibility of contractor to remove all defects which may happen during the event.
13.	The contractor should take care of all fire hazard and the loss incurred due to Electrical fire/ Electrical shock to any participants / delegates the contractor should be fully responsible
14.	The contractor should possess the valid electrical license from electrical inspector , Government of Rajasthan
15.	The contractor should help the Tourism Department for approval of temporary Electrical installation if required from Electrical Inspector for the show. The statutory charges will however be payable by the department
16.	The contractor has to give the photographs of installation made with measurements of the installation made by him
17.	The quantities given in the schedule of works is only tentative for deciding the annual rate contract lowest bidder, the contractor is bounded to work on the annual rates approved for any quantity as required till his tender is valid.
18.	No Payment will be paid for days required for installation and removal of temporary system at site
19.	The payment will however be paid if required by the department for checking the installation one day before the event
20.	The contractor is free to use without any extra charges the alternate light with other light sources so far the desired result with alternate light source is same as that of items asked for without any extra cost.

SR FORM – 11

DECLARATION BY BIDDERS

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

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 bid if any to the extent accepted may be cancelled

Signature of the Bidder with stamp

GENERAL CONDITIONS OF BID

Note: Bidder should read these conditions carefully and comply strictly while submitting their bids.

97. This bid is a rate contract for one year from the date of agreement.
98. The bidder must either be exclusively a firm doing such assignments or a firm having exclusively defined division within the company which handles such assignments.
99. The bidder should also have an average minimum turnover of Rs. 30.00 lac p.a. in last three financial years. Audited accounts along with certificate of C.A. should invariable be attached with bid.
100. The bidder should have 3 years proven experience of Stage Lighting Arrangement on Hire Basis.
101. The total estimated value of work is Rs. 30.00 lac Bid Security will be equal to 2% of the total estimated value of work. Work performs security will be equal to 5% of total estimated value of work. Bidders have to deposit his DD/BC of bid document fee and bid security with his technical bid. Bids without bid security and document fee will not be considered.
102. Conditional bid will not be considered.
103. The technical and financial bid offers will be submitted in separate sealed envelopes, Technical bid envelope containing the creative and technical details as per technical bid document. Financial bid offers will be submitted in BOQ (form-B) only. Both technical and financial bid envelopes will be submitted in container envelope with name & address of bidders and name of work.
104. Technical bids will be opened first. The committee shall decide to open the financial bids of the bidders who will found to be satisfactory and as per requirements of the work. Before opening the financial bids of the technically qualified firms, the committee may call explanatory documents and visit to the store/office of the bidder if required. It will be considered as technical part of the bidding process.
105. The Director Tourism, Government of Rajasthan, Jaipur reserves the right to accept or reject any bid or its part without assigning any reasons thereof.
106. The date and time of opening of financial offers shall be informed to the qualified firms. Financial bid will be opened only technical qualified firms.
107. Selected firm will have to sign an agreement with Department of Tourism on Rs 1000/- non judicial stamp paper.
108. The agreement between the firm and Dept. of Tourism may be terminated any time if it is found that the firm is unable to perform the work or can't maintain the safety & creative standards of the work or violates any of the conditions stipulated by the Department.
109. No advance payment for the ordered work will be given to the contractor.
110. Wherever specific terms and conditioned have not been spelt out in bid document, General Finance and Accounts Rules & RTPP Act, 2012 RTPP Rules 2013 of the state government shall apply.
111. The scope of the work mentioned in bid may be reassessed on site before execution of works for reasonability. Concept plan and all designs have to be got approved by the department. For any additional work having financial implication which is outside the scope of work but has to done by the agency on the request of the department, a committee of officers will examine the reasonability of claims and recommend to the Director Tourism and decision of Director Tourism will be final.

112. The firm would be responsible for all risks involved in the work. For any accident or mishap, the bidder would be solely responsible.
113. All costs incurred by the firm in respect of submission of offer shall be borne by the concerned bidder.
114. Successful firm will have to deposit performance security money equal to 5% of the total value of the work. No interest will be paid on this deposit. The bid security money deposited earlier will be adjusted against the performance security. Performance security will be refunded after successful completion of the contract.
115. The pavilion should be ready in all respects before the day of the beginning of the event.
116. Penalties would be imposed in case of delayed and for faulty services as per provisions of GF &AR and as decided by Department.
117. Service Tax Clearance Certificate and VAT clearance certificate up to 31.3.2014 are required.
118. The bidder should quote rates inclusive of all duties and taxes, transportation charges, T&P, FOR etc required for completion of event. No extra payment other than agreed payment as quoted by contractor (Complete Rate) according to bill of quantities will be paid. No cartage / transportation charges or any other charges will be paid by the Government.
119. The contractor/firm shall not assign or sub-let his contract or any substantial part thereof to any other agency.
120. Specification: All services provided shall strictly conform to the specifications, laid down in the bid form/work order.
121. Rejection:
 - (vii) Articles not approved during inspection or testing shall be rejected and shall have to be replaced by the bidder at his own cost within the time fixed by the department.
 - (viii) If, however due to exigencies of Government work, such replacement either in whole or in part is not feasible, after giving an opportunity to the bidder of being heard, the department will deduct a suitable amount from the approved rates. The deductions so made shall be final.
122. The rejected articles shall be removed by the bidder immediately for which department shall not be responsible for any loss. Shortage or damage will be at the bidder's risk and on his account.
123. Forfeiture of bid security: The bid security will be forfeited in the following cases:
 - a. When bid withdraws or modifies the offer after opening of bid but before acceptance of bid.
 - b. When bid does not execute the agreement if any, prescribed within the specified time.
 - c. When the bid does not deposit the security money after the supply order is given.
 - d. When he fails to commence the work within the time prescribed.
124. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred by the Parties to the Director Tourism, whose decision shall be final.

125. All legal proceedings, if necessary arise to institute by any of the parties (Government or Contractor/firm) shall have to be lodged in courts situated in Jaipur city.
126. Services shall be made available at the place specified in bid document or FOR destination as specified in the work order.
127. Annexure A, B, C & D of RTPP Act 2012 & RTPP Rules 2013 also will also be binding on the bidder.
128. The first Appellate Authority in this Department is Director Tourism, Tourism, Rajasthan, Jaipur and 2nd Appellate Authority the Principal Secretary, Tourism, Rajasthan, Jaipur.

I/we have carefully gone through/understood all above terms & conditions and I/we shall be binding to the above terms and conditions.

Signature of Bidder (With Seal)

Annexure - A

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (i) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (j) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (k) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (l) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (m) 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;
- (n) not obstruct any investigation or audit of a procurement process;
- (o) disclose conflict of interest, if any; and
- (p) 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.

- ii. 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:

- 6. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;**
- 7. 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;**
- 8. 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;**
- 9. 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;**
- 10. 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:

Annexure C

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

(6) **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.

(7) The officer to whom an appeal is filed under para (I) 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.

(8) 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.

(9) **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.

(10) **Form of Appeal**

(a) An appeal under para (I) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing appeal

(c) 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.

(d) 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

(d) 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.

(e) 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.

(f) 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.

(e) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

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:
 3. Official address, if any:
 4. 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 :

**Government of Rajasthan
Department of Tourism**

Hotel Khasa Kothi Campus M.I. Road, Jaipur.302001
(Telephone:-0141-5155104 Telfax. 0141-5155100)

Form No. A – Technical Bid

Name of Work –Lamination & Mounting Work of Printed Posters

NIB No. /2014-15

The Director

Department of Tourism,
Govt. of Rajasthan, Jaipur

We, the undersigned, declare that:

33. We have examined the Bidding Document.

34. If our Bid is accepted, we commit to deposit the performance Security.

35. We are not participating, as Bidders, in more than one Bid in this bidding process.

36. Our firm, its affiliates or subsidiaries, including any subcontractors or supplies has not been debarred by the state government or the procuring entity.

37. 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.

38. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

39. We agree to permit the procuring entity or its representative to inspect our accounts and other documents relating to the bid submission and to have them audited by auditors appointed by the procuring entity.

40. 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.

Technical Bid

Name of Work : Lamination & Mounting Work of Printed Posters

(Please fill the fields and enclose supporting documents)

S.N.	Particular	Supporting document page No.
1.	Name & Address of the Firm Tel/Mobile No./email	
2.	Date of Establishment of company (enclose evidence)	
3.	Is your firm a proprietorship, partnership or registered under the Companies Act. Please give details & enclose Certificates.	
4.	Branches (enclose details with address & telephone no.)	
5.	DD/BC of Rs. 400/- as bid document fee in favour of Director, Tourism, Rajasthan payable at Jaipur	
6.	DD/BC of Rs. 20000/- as bid security fee in favour of Director, Tourism, Rajasthan payable at Jaipur	
7.	Annual turnover in last three years (2011-12 to 2013-14) (Enclose audited profit & loss account and balance sheet with C.A. certificate)	
8.	Total work experience in the field Arrangement of Lamination & Mounting Work of Printed Posters (In years).	
9.	List of such exclusive events in last three years. Attach list with brief details and proof of work done, copies of work orders, payments proof. (Enclosed 3 single orders of Rs. 0.30 lac and above executed successfully in 2012, 2013 & 2014 in any Government Department/ Enterprises).	
10.	Details of Income Tax Registration and PAN No.	
11.	Service-Tax Registration details, (Enclose latest Service tax clearance certificate)	

S.N.	Particular	Supporting document page No.
12.	Professional set up (Complete details of staff, Technocrat) Enclose list. (Separate sheet for technically qualified staff)	
13.	List of present clients of recently works done (enclose)	
14.	Declaration by bidder under section 7 of RTPP act 2012(Annex. A & B)	
15.	List of Store/machine required for work	
16.	Any other information	

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 Open Competitive Bid offer may be rejected at any stage if it is found that the facts and documents enclosed by me are not correct.

Signature on behalf of firm with seal

**Hire Charges for Lamination & Mounting Work of Printed Posters provided by
Tourism Department , Government of Rajasthan**

Form B Financial Bid (BOQ)

क्र.सं.	कार्य का विवरण अनुमानित	अनुमानित मात्रा	प्रस्तावित दर प्रति नग (समस्त व्यय एवं कर सहित)
1	<p>विभाग द्वारा उपलब्ध कराए गए मुद्रित पोस्टर्स पर साधारण माउन्टिंग का कार्य :</p> <ol style="list-style-type: none"> 1. साईज 19" x 29" 2. हार्ड बोर्ड 3 mm दानेदार वैस्टर्न 3. पैस्टिंग फेविकोल 4. फ्रेम लकड़ी की बोटम का फ्रेम 1' x 1/2' लकड़ी की बोटम का फ्रेम के बीच में इसी साईज के आकार का आधार तैयार फ्रेम पर काली टेपिंग किया जावेगा तथा टांगने के लिए लोहे के हुक लगायें जावेंगे। 5. पैकिंग तैयार माउन्टेड पोस्टर पोलिथिन बैग में पैक किये जावेंगे। 	1000	
2	<p>विभाग द्वारा उपलब्ध कराए गए पोस्टर्स के लेमिनेशन का कार्य :</p> <ol style="list-style-type: none"> 1. साईज 19" x 29 " 2. बोर्ड 12 mm एक्सन पार्टिकल बोर्ड 3. पैस्टिंग फेविकोल 4. लेमिनेशन डबल कोट ग्लोसी/मेट 5. विडिंग 12 mm की काली विडिंग 6. पैकिंग व अन्य <p>तैयार लेमिनेशन पोस्टर के पीछे काला रेगजीन पेपर पेस्ट कर टांगने के लिए लोहे के हुक लगाये जाकर पैक किये जावेंगे।</p>	2000	<p>मैट लेमिनेशन की दर प्रतिनग</p> <p>ग्लोसी लेमिनेशन की दर प्रतिनग</p>

1. पोस्टर्स की साईज कम अथवा अधिक होने पर अनुमोदित दर की गणना प्रति वर्ग इंच के अनुसार की जाकर ही भुगतान देय होगा।

2. फ़्रेम की लकड़ी, दानेदार हार्ड बोर्ड के नमूने के साथ माउन्टिंग/लेमीनेशन कार्य का नमूना गुणवत्ता की जाँच हेतु दिया जाना आवश्यक है।
3. दरें समस्त प्रकार के व्यय यथा मजदूरी, ट्रांसपोर्टेशन इत्यादि सहित प्रस्तुत की जानी चाहिए, किसी भी प्रकार का अतिरिक्त भुगतान देय नहीं होगा।
4. मैट लेमीनेशन एवं ग्लोसी लेमीनेशन हेतु दरें पृथक-पृथक प्रस्तुत की जावें।
5. माउन्टेड एवं लेमीनेशन पोस्टर्स की आपूर्ति के एक वर्ष की अवधि के दौरान यदि कार्य की गुणवत्ता में कमी के कारण किसी प्रकार से मुड जाते हैं अथवा खुल जाते हैं तो फर्म उसके लिए पूर्ण रूप से जिम्मेदार होगी। निदेशक, पर्यटन को यह अधिकार होगा कि फर्म की उक्त कमी से विभाग को हुई हानि के लिए स्वविवेक से फर्म की जमा प्रतिभूति राशि में से कटौती कर सकेगा। अतः प्रतिभूति राशि एक वर्ष बाद लौटाई जावेगी।
6. बिल में बिक्री कर एवं मूल्य संवर्द्धित कर (VAT) दरें पृथक से अंकित करनी होगी।

हस्ताक्षर निविदादाता

SR FORM – 11

DECLARATION BY BIDDERS

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

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 bid if any to the extent accepted may be cancelled

Signature of the Bidder with stamp

GENERAL CONDITIONS OF BID

Note: Bidder should read these conditions carefully and comply strictly while submitting their bids.

129. This bid is a rate contract for one year from the date of agreement.
130. The bidder must either be exclusively a firm doing such assignments or a firm having exclusively defined division within the company which handles such assignments.
131. The bidder should also have an average minimum turnover of Rs. 3.00 Lac P.A during last three financial years. Audited Accounts along with certificate of C.A. should invariably be attached with bids.
132. The bidder should have 3 years proven experience of Lamination & Mounting Work of printed poster.
133. The total estimated value of work is Rs. 10.00 lacs. Bid Security will be equal to 2% of the total estimated value of work. Work performs security will be equal to 5% of total estimated value of work. Bidders have to deposit his DD/BC of bid document fee and bid security with his technical bid. Bids without bid security and document fee will not be considered.
134. Conditional bid will not be considered.
135. The technical and financial bid offers will be submitted in separate sealed envelopes, Technical bid envelope containing the creative and technical details as per technical bid document. Financial bid offers will be submitted in BOQ (form-B) only. Both technical and financial bid envelopes will be submitted in container envelope with name & address of bidders and name of work.
136. Technical bids will be opened first. The committee shall decide to open the financial bids of the bidders who will found to be satisfactory and as per requirements of the work. Before opening the financial bids of the technically qualified firms, the committee may call explanatory documents and visit to the store/office of the bidder if required. It will be considered as technical part of the bidding process.
137. The Director Tourism, Government of Rajasthan, Jaipur reserves the right to accept or reject any bid or its part without assigning any reasons thereof.
138. The date and time of opening of financial offers shall be informed to the qualified firms. Financial bid will be opened only technical qualified firms.
139. Selected firm will have to sign an agreement with Department of Tourism on Rs 1000/- non judicial stamp paper.
140. The agreement between the firm and Dept. of Tourism may be terminated any time if it is found that the firm is unable to perform the work or can't maintain the safety & creative standards of the work or violates any of the conditions stipulated by the Department.
141. No advance payment for the ordered work will be given to the contractor.
142. Wherever specific terms and conditioned have not been spelt out in bid document, General Finance and Accounts Rules & RTPP Act, 2012 RTPP Rules 2013 of the state government shall apply.
143. The scope of the work mentioned in bid may be reassessed on site before execution of works for reasonability. Concept plan and all designs have to be got approved by the department. For any additional work having financial implication which is outside the scope of work but has to done by the agency on the request of the

- department, a committee of officers will examine the reasonability of claims and recommend to the Director Tourism and decision of Director Tourism will be final.
144. The firm would be responsible for all risks involved in the work. For any accident or mishap, the bidder would be solely responsible.
 145. All costs incurred by the firm in respect of submission of offer shall be borne by the concerned bidder.
 146. Successful firm will have to deposit performance security money equal to 5% of the total value of the work. No interest will be paid on this deposit. The bid security money deposited earlier will be adjusted against the performance security. Performance security will be refunded after successful completion of the contract.
 147. Penalties would be imposed in case of delayed and for faulty services as per provisions of GF &AR and as decided by Department.
 148. Latest Service Tax Clearance Certificate is required. Copy of service tax registration should be enclosed also.
 149. The bidder should quote rates inclusive of all duties and taxes, transportation charges, T&P, FOR etc required for completion of event . No extra payment other than agreed payment as quoted by contractor (Complete Rate) according to bill of quantities will be paid. No cartage / transportation charges or any other charges will be paid by the Government.
 150. The contractor/firm shall not assign or sub-let his contract or any substantial part thereof to any other agency.
 151. Specification: All services provided shall strictly conform to the specifications, laid down in the bid form/work order.
 152. Rejection:
 - (ix) Articles not approved during inspection or testing shall be rejected and shall have to be replaced by the bidder at his own cost within the time fixed by the department.
 - (x) If, however due to exigencies of Government work, such replacement either in whole or in part is not feasible, after giving an opportunity to the bidder of being heard, the department will deduct a suitable amount from the approved rates. The deductions so made shall be final.
 153. The rejected articles shall be removed by the bidder immediately for which department shall not be responsible for any loss. Shortage or damage will be at the bidder's risk and on his account.
 154. Forfeiture of bid security: The bid security will be forfeited in the following cases:
 - a. When bid withdraws or modifies the offer after opening of bid but before acceptance of bid.
 - b. When bid does not execute the agreement if any, prescribed within the specified time.
 - c. When the bid does not deposit the security money after the supply order is given.
 - d. When he fails to commence the work within the time prescribed.
 155. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred by the Parties to the Director Tourism, whose decision shall be final.

156. All legal proceedings, if necessary arise to institute by any of the parties (Government or Contractor/firm) shall have to be lodged in courts situated in Jaipur city.
157. Services shall be made available at the place specified in bid document or FOR destination as specified in the work order.
158. Annexure A, B, C & D of RTPP Act 2012 & RTPP Rules 2013 also will also be binding on the bidder.
159. The first Appellate Authority in this Department is Director Tourism, Tourism, Rajasthan, Jaipur and 2nd Appellate Authority the Principal Secretary, Tourism, Rajasthan, Jaipur.

I/we have carefully gone through/understood all above terms & conditions and I/we shall be binding to the above terms and conditions.

Signature of Bidder (With Seal)

Annexure - A

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (q) 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;
- (r) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (s) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (t) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (u) 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;
- (v) not obstruct any investigation or audit of a procurement process;
- (w) disclose conflict of interest, if any; and
- (x) 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.

iii. 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:

- 11. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;**
12. 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;
13. 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;
14. 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;
15. 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:

Annexure C

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

(11) 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.

(12) 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.

(13) 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.

(14) 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.

(15) Form of Appeal

(a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised

representative.

(6) Fee for filing appeal

- (e) 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.
- (f) 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

- (g) 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.
- (h) 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.
- (i) 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.
- (f) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

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:
 5. Official address, if any:
 6. 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 :