

Government of Rajasthan, Department of Tourism

"Paryatan Bhawan", Hotel Khasa Kothi Campus, M.I. Road, Jaipur

Telefax: 91-141-5155100, Email: cotraj@gmail.com,

Website: tourism.rajasthan.gov.in

No. F6(175)Part/DOT/2007/

Date: 22.04.16

E-Bid Inviting **(Bid No.47)**

Department of Tourism Government of Rajasthan has developed Shilpgram in Sawaimadhapur for Promoting Art & Culture and Craft of Rural Community for Sustainable Livelihood Promotion.

Open Competitive bid under two part bidding process (technical and financial) are invited from reputed, interested, eligible and experienced bidder for **Selection of agency for operationalising and maintenance of the project of Shilpgram in Sawaimadhapur on as is where is basis for Promoting Art & Culture and Craft of Rural Community by Department of Tourism, Government of Rajasthan.** The period of work would be Three years (3 years) from the date of signing of Agreement.

S. No	Name of Work	E-Bids invited from	Estimated Amount (Rs.) In Lacs.	E-Bid Security (Rs.)	Releases of E-Bid Advt.	Time & last date for Submission of E-Bid	Time and date for opening of technical bid
1.	Appointment of agency for Operationalising and Maintenance of Shilpgram in Sawaimadhapur for Promoting Art & Culture and Craft of Rural Community for Sustainable Livelihood Promotion".	Registered firms / associations /approved NGOs Individual	40.00 lac	80,000/-	Dated 22.04.16	Up to 12 noon on Dated 02.05.16	3.00 PM on Dated 02.05.16

The E-Bid Application form can be downloaded from <http://eproc.rajasthan.gov.in>, sppp.raj.nic.in, and www.rajasthantourism.gov.in. Duly filled Bids can be submitted latest by dated 02.05.16 by 12.00 Noon. Demand draft of Rs. 1000/- as e-bid processing fee will have to be deposited in favour of MD. RISL. Jaipur and Rs. 400/- as bid document fee in favour of Director, Department of Tourism, Rajasthan, Jaipur should be deposited in Department of Tourism before scheduled time.

SD/-
Director, Tourism

Government of Rajasthan, Department of Tourism

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SCHEDULE OF E-BID PROCESS

Event Description	Scheduled Date
First Stage: Release of E-Bid Advertisement	22.04.2016
Last Date for submission of E-Bid	02.05.2016 upto 12.00 Noon
Date & Time of Opening of Technical Bids	02.05.2016 at 03.00 PM
Date of AV Presentation	To be intimated separately
Date and time of opening of Financial Bid	To be apprised later (only technically successful bidders)
Bid Application Fee <i>(DD should be drawn in favor of "Director, Department of Tourism" from any Nationalized / Scheduled Bank, Payable at Jaipur)</i>	Rs. 400/-
RISL Fees (DD should be drawn in favour of M.D., RISL from any nationalized scheduled bank payable at Jaipur)	Rs. 1000/-
Date of Award of Contract	After finalization of financial bid
Execution of work	As per work order / agreement
Bid Security <i>(Either in the form of a DD drawn in favor of "Director, Department of Tourism, Government of Rajasthan", payable at Jaipur or in the form of an irrevocable Bank Guarantee issued by one of the Nationalized/Scheduled Banks in India and having branch in Jaipur. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.</i>	Rs. 80,000/- (Eighty Thousand)

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Inviting E-Bid **(Bid No 47)**

Selection of agency for operationalising and maintenance of the project of Shilpgram in Sawaimadhapur on as is where is basis for Promoting Art & Culture and Craft of Rural Community by Department of Tourism, Government of Rajasthan

Detail of Assignment and Expression of Interest

Section 1:- Background

Shilpgram Museum is a craft village, situated near Ramsinghpura village, 9 km from Sawai Madhopur. It is a living ethnographic museum depicting the tremendous diversity in crafts, art and culture of various Indian states, especially the western part.

Spread around 23 bigha land, Shilpgram is a platform with the objective of developing regional handicrafts and hand-loom products. The concept of Shilpgram was conceived as a living ethnographic museum to depict the lifestyles of the folk and tribal people of the region. With an objective of increasing awareness and knowledge about the rural arts and crafts, the Shilpgram should provide opportunity to rural and urban artists to come together and interact through the process of camps and workshops.

For promotion of regional arts, crafts, handicraft, folk craft, traditional rural sports and artistry, regional cuisine, rural tourism and promotion of Ranthambhore Durg and Ranthambhore tiger reserve as attraction centre for the tourist, a Shilpgram has been established by state government.

Section 2:- Rationale behind the assignment

Shilpgram should have been used as a place for promotion of art & culture of the state but due to lack of awareness among the community and non-availability of potential implementing partner agency, the property is yet to be optimally utilised. Hence Department of Tourism aims to revive the whole area into the most happening tourist location for the entire tourist who are right now coming for Tiger Safari and does not have lot of option to spend quality time besides being in their hotels.

Reviving Shilpgram will not only help local artisans and artists to enhance their livelihoods but will also promote the local crafts and culture of Rajasthan.

Section 3:- Objective of assignment

As such main purpose behind revival of Shilpgram is promotion of tourism with regional folk art and handicraft etc., keeping Rajasthani culture at its centre. Overall objective of re-innovation of Shilpgram in Sawaimadhapur is to see it emerge as key centre for regional art and craft and can develop I as a centre of attraction for tourist and local citizen are

invited.

- Conduct an initial study to collect information about the local craft , culture of Rajasthan
- Develop an intervention strategy and implementation plan for strengthening the craft of Shilpgram.
- Implement interventions as per the implementation plan developed to deliver capacity building services for revival and renovation of Shilpgram.
- To make Shilpgram self-sustainable after completion of project.

Section 4:- Scope of work

1. Agency will identify all the famous local art, crafts and culture prevailing in various regions of Rajasthan, a proper directory of all these crafts and artisans will be made with their complete details. The artisans and crafts will be given space for marketing and showcasing their skills and products on rotational basis. Branding SHILPGRAM on the lines of “**VILLAGE TOURISM**”. Shilpgram site improvement.
2. Branding and promotion of Shilpgram will be done by placing hoarding, banners, new paper ads, FM radio Ads, website of tourism tie-ups with all major hotels etc.
3. Agency would also provide an opportunity to rural and urban artists to come together and interact through the process of camps and workshops. It is hoped that through intimate observation of different styles and experiences, urban and rural artists would learn from one another and enrich their skills and art forms. The Centre will promote contemporary urban ceramists, potters, designers, visual artists etc. to work with their traditional counterparts in creating works of everyday art which would then be put up for exhibition and sale for visitors.
4. In addition, a Crafts Bazar in the fashion of a traditional 'haat' will be made where visitors could buy traditional crafts.
5. Craftsman will be invited periodically to demonstrate their skills and sell the crafts to the visitors at the Shilpgram from all over Rajasthan and other part of the country.
6. Agency will also develop Rural Art and Crafts Complex is the open air Amphitheatre where major theatre festivals will take place. It would motivate the local community as well as outside visitors to take a keener interest in theatre and the traditional folk performing arts.
7. Agency will also organize “Shilpdarshan” which will be a regular activity at Shilpgram in which traditional performing artists and craftsmen are used to draw from the interior villages of the Rajasthan or other states. They will be regularly invited to exhibit their skills and to demonstrate their crafts, and sell their crafts in order to have direct access to the buyers. This programme will encourage the rural craftsmen and performers in a big way.
8. In the existing traditional huts, household articles of everyday use - whether terracotta or textile, wooden or metal, along with decorative objects and implements - agricultural or craftsmen's tools, etc. will be featured with appropriate signages and explanatory details. The objective is to give a realistic glimpse of the people and their belongings representing Unity in Diversity and National Integration.
9. Group from different parts of the state and country with different art and skill will

- also be invited on regular basis apart from rural people, youth, student, folk artist, handicraft persons at Shilpgram. This will be an important activity in its premises.
10. The agency will have to maintain exhibition cum sale cum live demonstration of crafts for at least 6 months in a year.
 11. The agency will have to improve existing civil structure and land are as per its concept and requirements and undertake all day to day management tasks of manpower, security etc.
 12. All recurring costs will have to be borne by the successful bidder for the entire duration of the operation period.

Section 5:- Eligibility criteria

The general selection of agency would be guided by the following criteria:

1. The agency must have proven techno-managerial experience of working directly with communities, particularly with farm and non-farm sector and have skills and experience specific to the current project i.e. organize and support primary producers/weavers etc. in the handicraft sector and people associated with small scale agro-processing activities to help them to adopt best package of practices, processing and marketing of the handicrafts items/products.
2. The agency must have experience in retailing, marketing, organizing events, exhibitions and fairs, for promotion of farm and non-farm sector products.
3. The agencies can be selected from across the country provided it has proven expertise in the chosen sectors (handicraft).
4. The agency must have an annual turnover of at least Rs. 2 crore during each of last 3 years.
5. Staff should have experience of undertaking activities of Shilpgram type centres.
6. The agency should be apolitical, non-religious and neutral.
7. As a part of legal requirements, the agency should be a registered body under the relevant law and is active and operational continuously for the last 3 years on the date of this application.

Section 6:- Method of Evaluation

In the first instance Department will examine the technical proposal in relation to the conditions set forth for eligibility to participate in this Open Competitive bid.

Financial proposals of only those bidders will be opened who have qualified the Technical stage. The bidder who seek least amount for operationalising the Shilpgram.

Section 7:- Timelines

The agency has to be completed works (scope of work point no. 1) of the assignment in a period of 6 months after finalising the agency and giving work order to it. After which total implementation period of the project will be of 3 years. It can be further extended for a period of not more than 1 year or mutually agreed terms and conditions.

On completion of the assignment, the agency will hand over the assets of Shilpgram to the Department in a running condition and on as is where is basis.

Section 8:- Terms and Conditions

1. The bid offers shall be submitted in two sealed separate envelopes, containing the technical and financial bids. The envelope shall be super scribed accordingly.
2. Successful bidder will have to deposit 5% of total bid amount as performance security, within two weeks of issue of work order. No interest will be paid on these deposits. The bid security deposited earlier may be adjusted against the performance security. Performance Security will be refunded after one month of successful completion of the contract.
3. All costs incurred by the bidder in respect of submission of bids shall be borne by the concerned firm.
4. The assignee will be solely responsible for the legal and financial liability pertaining to the Income tax and any other taxes levied or likely to be levied in future by the Central Govt./State Govt./Municipality or any other agency. The department will not accept any liability whatsoever in this regard.
5. An agreement on non judicial stamp paper worth Rs. 1000/- would be signed between the department and the successful bidder within 15 days from issuance of work order. This may be extended on mutual consent and satisfactory services as per RTPP rules 2013.
6. Electricity charges shall be borne by the successful bidder. No separate charges will be paid on account of electrical fixtures, power points etc.
7. Penalties would be imposed in case of delayed or faulty services as per provisions of GF&AR, RTPP rules and Prevailing rules and Act as decided by Department.
8. All clearances, approvals, NOC'S for events/firm staff/ material etc. will have to be managed by firm itself.
9. Period of validity of this bid is 90 days from the closing date for submission of the proposals.
10. Where ever specific terms and conditioned have not been spelt out in bid document, General Finance and Accounts Rules and RTPP Act & Rules of the State government shall apply.
11. The bid document shall be signed by authorized signatory of the submitting firm with date and seal.
12. Bids received after the due date and time will not be considered and rejected.
13. Termination: Deptt. of Tourism may terminate the contract of bidder in case of the occurrence of any of the events specified below:
 - I. If the bidder becomes insolvent or goes into compulsory liquidation.
 - II. If the bidder in the judgment of Deptt. of Tourism, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
 - III. If the bidder submits to the Deptt. of Tourism a false statement which has a material effect on the rights, obligations or interests of Deptt. of Tourism.
 - IV. If the bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Deptt. of Tourism.
 - V. If the bidder fails to provide the quality services as envisaged under this Contract. Reasons for the same would be recorded in writing. In case of such an occurrence Deptt. of Tourism shall give a written advance notice before

terminating the Contract of firm.

14. **Force Majeure :**

- I. Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.
- II. A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

15. **Arbitration :**

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

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

17. The Deptt. of Tourism is not bound to accept any bid or assign any reason for non-acceptance. The Director, Deptt. of Tourism reserves its right to accept the bid either in full or in part. Conditional, erroneous and incomplete Bids will be rejected outright.

18. The first appellate authority will be Principal Secretary Tourism and the second authority will be Finance Deptt., GoR.

**Director, Tourism
Government of Rajasthan**

I / We hereby declare that I / we have gone through the terms and conditions of the bid document and I / We shall abide by all the terms and conditions.

Signature of bidder with seal

Government of Rajasthan
Department of Tourism
(NIB No.)

To,

The Director,
Department of Tourism,
Government of Rajasthan,
Hotel Khasa Kothi Campus,
M I Road, Jaipur.

We, the undersigned declare that:

1. We have examined the bidding document.
2. If our bid is accepted, we commit to give performance security.
3. We are not participating as bidders in more than one bid in this bidding process.
4. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the State Govt. or the procuring entity.
5. We understand that this bid, together with your written acceptance shall constitute a binding contract between us, until a formal contract is prepared and executed.
6. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
7. We agree to permit the procuring entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the procuring entity.
8. We declare that we have complied with and shall continue to comply with the provisions of the code of integrity for bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012 the Rajasthan Transparency in Public Procurement Rules, 2013 and this bidding document in this procurement process and in execution of the contract.
9. We accept to abide by the conditions and additional information of the bid released by Director, Tourism.
10. Following documents have been uploaded along with this technical bid :-
 - i) Bid document with signature and seal.
 - ii) Photocopy of two Banker Cheques / DD towards bid security amount and bid fee.
 - a) DD / Banker Cheque of Rs. 80000/- for bid security in favour of Director, Department of Tourism, Jaipur.
 - b) DD / Banker Cheque of Rs. 400/- for bid fee in favour of Director Tourism.
 - iii) Photocopy of Tax clearance certificate up to 31.3.2015 and PAN Card issued by Income Tax Dept. have been uploaded.
 - iv) Final accounts audited by CA for Turnover for past three years (2012-13 to 2014-15) for similar work has been uploaded.
 - v) Necessary information related to human resources has been uploaded.
 - vi) Declarations by the bidder as per rule 7 of RTPP act and the declarations of

compliance with the code of integrity and no conflict of interest (attach annx. A & B) have been uploaded.

- vii) If the bidder is a firm / company, then the authorization letter of authorized representative containing his name, address and status with signature have been uploaded. Deptt. will not contact anyone else in this regard.

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

Government of Rajasthan
Department of Tourism
(NIB No.)

Section 9:- Technical Criteria for Bid Evaluation

Selection of agency for operationalising and maintenance of the project of Shilpgram in Sawaimadhapur on as is where is basis for Promoting Art & Culture and Craft of Rural Community by Department of Tourism, Government of Rajasthan

1. General Particulars of Agency

Name of the firm	
Registered Address	
Phone No:	
Email id:	
Name of the Contact Person for this EoI	
Phone no. of the Contact Person for this EoI	
Email id of the Contact person for this EoI	
Office/ Branch offices if any in Jaipur	
Office/ Branch in Other Districts if any	
Date of Firm's establishment	
Is your firm a proprietorship, partnership or registered under the Companies Act. Please give details & enclose Certificate.	
Registration Authority/Act (Attach Proof)	
Validity of Registration	
Service Tax Registration No. & Validity	
Empanelment with other Govt./ Govt. undertakings	

Type of the Agency- Proprietary Firm/ Institute /Company Partnership	
Number of full time qualified staff	
Number of other staff who are semi qualified/unqualified	
PAN No.	
TAN No.	

2. Financial Particulars of last three years of the Agency

S. No.	Financial Year	Total Turnover

[Copies of Audited Financial Statements to be attached]

3. Work experience of the agency in last 3 years (Farm and Non-farm sector)

Project Name	Funding agency	Nature of Assignment done	Year of Work	Value of Assignment	State and locality where work was done	Number of household

*** Detail citation of work can be provided separately. Please also attach self-attested copies of the letters for the above assignments

4. Has the organization been awarded at National/State/District level?
National/State/District
(If yes, please attach certificate and describe)
 - a. National Level
 - b. State Level
5. Impact Studies or evaluation of the Agency's work in the recent past by an external agency.
 - (a) Has any evaluation/ study conducted for the agency's work. Yes/No
 - (b) If yes, then status /remarks (Good/Average/ Unsatisfactory.
6. Has the Agency been blacklisted by any government (Union and/or state) Ministry/Department/Organization/NABARD/CAPART/Multinational donor agency/etc. or any other donor/partner organization in the past? (Declaration on non-judicial stamp of Rs. 10/- as per enclosed Annexure-1)

We have submitted the following documents:

1. Letter of authorization to participate in the bid
2. Technical Bid

3. Financial Bid
4. All relevant supporting documents including Annexure A, B, C & D duly signed along with seal.

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

Yours faithfully,

(Signature of the bidder with seal)

Name:

Designation:

Government of Rajasthan
Department of Tourism
(NIB No.)
Financial Proposal:

The bidder are required to submit their financial proposal including phasing if any for operationalising and maintenance of the Shilpgram Sawaimadhopur. The bid which will have least impact on outflows Department financial resources for the entire period of contract shall be selected.

(Signature of the applicant with full name, address and seal)

Item Rate BoQ

Tender Inviting Authority: Director, Department of Tourism, Jaipur

Name of Work: operationalising and maintenance of the project of Shilpgram in Sawaimadhopur

Contract No:

Bidder Name :				
PRICE SCHEDULE				
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)				
NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT	TOTAL AMOUNT In Words
1	2	13	53	55
1	Rates of operationalising and maintenance of the project of Shilpgram in Sawaimadhopur, which bidder wants to receive from Department			
1.01	For 1st Year		0.00	INR Zero Only
1.02	For 2nd Year		0.00	INR Zero Only
1.03	For 3rd Year		0.00	INR Zero Only
Total in Figures			0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only		

Item Rate BoQ

Tender Inviting Authority: Director, Department of Tourism, Jaipur

Name of Work: operationalising and maintenance of the project of Shilpgram in Sawaimadhapur

Contract No:

Bidder Name :				
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)				
NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT	TOTAL AMOUNT In Words
1	2	13	53	55
1	Rates of operationalising and maintenance of the project of Shilpgram in Sawaimadhapur, which bidder wants to give to Department			
1.01	For 1st Year		0.00	INR Zero Only
1.02	For 2nd Year		0.00	INR Zero Only
1.03	For 3rd Year		0.00	INR Zero Only
Total in Figures			0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only		

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 behaviour to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any 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:

Place:

Signature of bidder Name:

Designation:

Address:

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Director, Department of Tourism, Government of Rajasthan, Hotel Khasa Kothi, M.I. Road, Jaipur

The designation and address of the Second Appellate Authority is Principal Secretary, Department of Tourism, Government of Rajasthan, Room No. 4122, Main Building, Government Secretariat, Jaipur-302005

(1) Filing an appeal

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

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

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

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit

verifying the facts stated in the appeal and proof of payment of fee.

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

[See rule 83]

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

Appeal Noof

Before the (First/Second Appellate Authority)

1. Particulars of appellant:
 - (i) Name of the appellant:
1. Official address, if any: 2.
Residential address:

2. Name and address of the respondent(s):
 - (i)
 - (ii)
 - (iii)

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

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

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

6. Grounds of appeal:
.....
.....(Supported by an affidavit)

7. Prayer:

Place

Date

Appellant's Signature :

Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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

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

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

Bidder Check list:-

1. Name of the firm.
2. Name and address of the partners in the firm and descriptions of partnership in the firm.
3. Number and date of registration proof certificate (Attach photocopy).
4. PAN issued by Income tax department.
5. Experience in the field of handicraft and related field (Attach photocopy)
 - a. Production related (Construction/Manufacturing) related.
 - b. Marketing related.
 - c. Operation related.
 - d. Experience in Non-Farm livelihood promotion.
6. Experience of handicraft work done (attach photocopy of work order)
7. Work experience in the field of art – culture- Handicraft.
8. Work experience in the field of Rajasthani tradition and local arts.
9. Work experience in the field Rajasthani village culture
10. Time bound detail work plan for the operation of Shilpgram.
11. Description of condition which will be operated in Shilpgram.
12. Experience in the operation of Handicraft.
13. Annual turnover of the bidder in last three years (Attach document)
14. Tax payment proof certificate (Bid certificate for Income tax, Service tax, VAT and local taxes for last three years}
15. Other related information.

