

Government of Rajasthan, Department of Tourism

""Paryatan Bhawan", Opp. Vidhayakpuri Police Satation, Sanjay Marg, Jaipur (Raj.)

Email: cotraj@gmail.com, Website: tourism.rajasthan.gov.in

No. F6(175)Part-II/DOT/2020/19352

Date: 18.01.2021

E-Bid Inviting **(Bid No-146)**

Department of Tourism Government of Rajasthan has developed Shilpgram in Sawai Madhopur 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 Registered firms / associations /approved NGOs Individual for **operation and maintenance of the Shilpgram in Sawai Madhopur, space available on licence 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 Contract would be Two years (2years) from the date of signing of Agreement.

S. No	Name of Work	E-Bids invited from	Amount of licence Fees (Rs.) for Two years	E-Bid Security (%)	Releases of E-Bid Advt.	Time & last date for Submission of E-Bid	Time and date for opening of technical bid
1.	Operation and Maintenance of Shilpgram in Sawai Madhopur space available on licence on "as is where is basis" for Promoting Art & Culture and Craft of Rural Community for Sustainable Livelihood Promotion".	Reputed, interested, eligible and experienced Registered firms / associations /approved NGOs Individual	12.00 lacs	As per the Finance Department Circular Dated. 23.12.2020 Bidder will have to submit the bid security declaration in the provided format on a stamp paper of Rs 50/- and Surcharge 30% on Stamp Paper Amount , along with bid documents	Dated 22.01.2021.	Up to 12 noon on Dated 11..02.2021	3.00 PM on Dated 11..02.2021

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 **22.01.2021 by 12.00 Noon**. As per Finance Department Circular on **Dt .09.07.2020**, Bid document fee of Rs. 500/- and e-bid processing fee of Rs. 500/- has to be deposited online through e-GRAS before scheduled time.

-SD-
Director , Tourism

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

E-Bid Inviting

(Bid No.....)

No. F6(175)Part-II/DOT/2020/

Date:

SCHEDULE OF E-BID PROCESS

Event Description	Scheduled Date
First Stage: Release of E-Bid Advertisement	22.01.2021
Last Date for submission of E-Bid	11.02.2021 upto 12.00 Noon
Date & Time of Opening of Technical Bids	11.02.2021 at 03.00 PM
Date and time of opening of Financial Bid	To be apprised later (only technically successful bidders)
Bid Documents Fee: As per Finance Department Circular on Dt .09.07.2020, Fee has to be deposited online through e-GRAS before scheduled time.	Rs. 500/-
RISL Fee As per Finance Department Circular on Dt .09.07.2020, RISL Fee has to be deposited online through e-GRAS before scheduled time.	Rs. 500/-
Date of Award of Contract	After finalization of financial bid
Execution of work	As per work order / agreement
Bid Security	As per the Finance Department Circular Dated.23.12.2020 Bidder will have to submit the bid security declaration in the provided format on a stamp paper of Rs 50/- and Surcharge 30% on Stamp Paper Amount , along with bid documents.

Government of Rajasthan, Department of Tourism

"Paryatan Bhawan", Opp. Vidhayakpuri Police Satation, Sanjay Marg, Jaipur (Raj.)

Email: cotraj@gmail.com, Website: tourism.rajasthan.gov.in

No. F6(175)Part/DOT/2020/

Date:

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

Bid for operation and maintenance of the Shilpgram in Sawai Madhopur, space available on licence 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.

As such main purpose of **operation and maintenance** 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 Sawaimadhopur 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.

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"**.
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. 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 Criteria 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. 50 Lacs during each of last 3 years.
5. Staff should have experience of undertaking activities of Shilpgram.
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 Offer Maximum amount of Licence fees for operation and maintenance of the Shilpgram will be Considered as Successful.

General 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. As per the Finance Department Circular Dated.23.12.2020 . Bidder will have to submit the bid security declaration in the provided format on a stamp paper of Rs 50/- and Surcharge 30% on Stamp Paper Amount , along with bid documents.
3. Successful bidder will have to deposit 2.5% of Total Amount of licence Fees as performance security, within two weeks of issue of order. No interest will be paid on these deposits. Performance Security will be refunded after one month of successful completion of the Contract.
4. All costs incurred by the bidder in respect of submission of bids shall be borne by the concerned firm.
5. 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.

6. On completion of the Contract Period, the agency will hand over the assets of Shilpgram to the Department in a running condition and on as is where is basis.
7. 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.
8. 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.
9. All clearances, approvals, NOC'S for events/firm staff/ material etc. will have to be managed by Successful bidder itself.
10. Period of validity of this bid is 90 days from the date for submission of the proposals.
11. 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.
12. The bid document shall be signed by authorized signatory of the submitting firm with date and seal.
13. Bids received after the due date and time will not be considered and rejected.
14. 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 of operation and maintenance of the Shilpgram in Sawaimadhopur 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.

13 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.

14 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.

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

16. 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.
17. 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,
Opp. Vidhayakpuri Police Satation,
Sanjay Marg, Jaipur (Raj.)

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) As per the Finance Division Circular Dated.23.12.2020 . Bidder will have to submit the bid security declaration in the provided format on a stamp paper of Rs 50/- and Surcharge 30% on Stamp Paper Amount , along with bid documents. With the name of Director, Department of Tourism, Jaipur.
 - a).Bid processing fee of Rs.500/- As per Finance Department Circular on Dt .09.07.2020, has to be deposited online through e-GRAS before scheduled time.
 - b) Bid document fee of Rs.500/- As per Finance Department Circular on Dt .09.07.2020, has to be deposited online through e-GRAS before scheduled time.

- iii) Photocopy of Tax clearance certificate up to 31.3.2020 and PAN Card issued by Income Tax Dept. have been uploaded.
- iv) Final accounts audited by CA for Turnover for past three years (2016-17 to 2019-20) 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 & D) 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

Bid for operation and maintenance of the Shilpgram in Sawaimadhopur space available on licence 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 bid	
Phone no. of the Contact Person for this bid	
Email id of the Contact person for this bid	
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 operation and maintenance of the Shilpgram Sawai Madhopur. 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: Operation and Maintenance of Shilpgram in Sawai Madhopur space available on licence on "as is where is basis" for Promoting Art & Culture and Craft of Rural Community for Sustainable Livelihood Promotion".

Contract No:

Bidder Name :					
	<div>PRICE SCHEDULE</div> <div>(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)</div>				
NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Proposed license Fees amount entered by the Licensee Rs.	GST on license Fees amount Rs.	TOTAL AMOUNT Including GST Rs.	TOTAL AMOUNT In Words
1	2	3	4	5	6
1	Proposed license Fees amount by Licensee to give to the Department for operation and maintenance of the Shilpgram in Sawai Madhopur.				
1.01	For 1st Year			0.00	INR Zero Only
1.02	For 2nd 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..... 1/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.
16. Form of Bid- Securing Declaration

क्रमांक : एफ.2(1)वित्त/जीएण्डटी-एसपीएफसी/2017

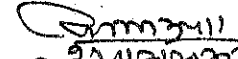
जयपुर, दिनांक : 23.12.2020

परिपत्र

वित्त विभाग की अधिसूचना क्रमांक एफ. 2(1)वित्त/जीएण्डटी - एसपीएफसी/2017 दिनांक 18.12.2020 द्वारा आरटीपीपी नियम, 2013 के नियम 42(2) में संशोधन करते हुए आमंत्रित की जाने वाली आगामी बोलियों के संदर्भ में दिनांक 31.12.2021 तक बिड सिक्यूरिटी राशि प्राप्त नहीं करने एवं इसके स्थान पर बिड सिक्यूरिटी के संबंध में घोषणा पत्र (Declaration) प्राप्त करने का प्रावधान किया गया है।

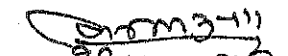
चूंकि उक्त नियमों में बिड सिक्यूरिटी राशि के स्थान पर बिड सिक्यूरिटी के संबंध में घोषणा पत्र (Declaration) प्राप्त करने का नवीन प्रावधान किया गया है। अतः समस्त उपापन संस्थाओं के उपयोगार्थ बिड सिक्यूरिटी के संबंध में लिए जाने वाले घोषणा पत्र (Declaration) का मानक प्रारूप संलग्न प्रेषित है। राजस्थान स्टाम्प अधिनियम, 1998 की धारा 3 सपठित अनुसूची के अनुच्छेद 4 के अनुसार घोषणा पत्र (Declaration) पर 50/- रुपये स्टाम्प ड्यूटी देय है तथा इस स्टाम्प ड्यूटी की राशि पर नियमानुसार 30 प्रतिशत सरचार्ज देय है। अतः समस्त उपापन संस्थाओं को निर्देशित किया जाता है कि बिड सिक्यूरिटी के संबंध में प्रस्तुत किए जाने वाले घोषणा पत्र (Declaration) पर उक्तानुसार राजस्थान राज्य में स्टाम्प ड्यूटी एवं सरचार्ज का भुगतान सुनिश्चित करावें।

संलग्न- उपरोक्तानुसार


(विमल कुमार गुप्ता)
संयुक्त शासन सचिव

प्रतिलिपि निम्नांकित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है:-

1. सचिव, राज्यपाल/प्रमुख सचिव, मुख्यमंत्री/विशिष्ट सहायक समस्त मंत्रीगण/राज्य मंत्रीगण ।
2. उप सचिव, मुख्य सचिव/निजी सचिव, समस्त अति. मुख्य सचिव/प्रमुख शासन सचिव/ शासन सचिव/विशिष्ट शासन सचिव ।
3. सचिव, राजस्थान विधानसभा, राजस्थान, जयपुर ।
4. सचिव, लोकायुक्त सचिवालय, राजस्थान, जयपुर ।
5. सचिव, राजस्थान लोक सेवा आयोग, अजमेर ।
6. रजिस्ट्रार, राजस्थान उच्च न्यायालय जोधपुर/जयपुर ।
7. प्रधान महालेखाकार ए एण्ड ई राजस्थान जयपुर ।
8. प्रधान महालेखाकार ऑडिट राजस्थान जयपुर ।
9. समस्त संयुक्त शासन सचिव/उप शासन सचिव/सचिवालय के समस्त अनुभाग/विभाग ।
10. समस्त विभागाध्यक्ष/जिला कलक्टर/संभागीय आयुक्त ।
11. रजिस्ट्रार, राजस्थान सिविल सेवा अपील अधिकरण, जयपुर ।
12. समस्त वित्तीय सलाहकार/मुख्य लेखाधिकारी ।
13. समस्त कोषाधिकारी ।
14. समस्त उपापन संस्थाएं ।
15. तकनीकी निदेशक वित्त विभाग को भेजकर लेख है परिपत्र को वित्त विभाग की वेबसाईट पर प्रकाशित करवाने की व्यवस्था करावें ।
16. रक्षित पत्रावली ।


23/12/2020
संयुक्त शासन सचिव

Form of Bid-Securing Declaration

Date :

Bid No. :

Alternative No. :

To :

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if :-

- (i) we are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our Bid.
- (iv) the cancellation of the procurement process; or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed :-----

Name :-----


In the capacity of :-----

Duly authorized to sign the bid for and on behalf of :

Dated on day of

Corporate Seal -----

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.]



राजस्थान सरकार
वित्त (जीएण्डटी) विभाग

क्रमांक: प. 6 (5) वित्त/साविलेनि/2018

जयपुर, दिनांक : 27.04.2020


परिपत्र

विषय:- ई ग्रास पर एक ही चालान से बोली दस्तावेज मूल्य, बिड सिक्योरिटी एवं आरआईएसएल फीस जमा करवाये जाने की प्रक्रिया के चरण ।

वित्त विभाग के परिपत्र क्रमांक: प. 6(5)वित्त/साविलेनि/2018 दिनांक 27.04.2020 द्वारा राज्य सरकार के सिविल विभागों, निर्माण विभागों तथा वन विभाग में लोक उपापन प्रक्रिया में ई-प्रोक्योरमेंट पोर्टल पर ई-निविदाओं के लिए एक ही चालान से बोली दस्तावेज मूल्य, बिड सिक्योरिटी एवं आरआईएसएल फीस को ऑनलाईन ई-ग्रास सिस्टम के माध्यम से जमा कराने के प्रावधान किये गये हैं। ई-ग्रास पोर्टल पर ऑनलाईन चालान से बोली दस्तावेज मूल्य, बिड सिक्योरिटी एवं आरआईएसएल फीस जमा करवाये जाने के संबंधित चरण निम्नानुसार हैं:-

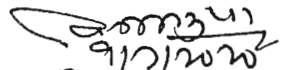
1. बिडर का ई-ग्रास पर लॉगिन पहले से नहीं बना हो तो सर्वप्रथम बिडर को ई-ग्रास पोर्टल पर New User sign Up से लॉगिन फार्म भरना है।
2. Login ID Password प्राप्त करने के पश्चात ई-ग्रास पोर्टल पर sign in करें।
3. चालान जमा करवाने हेतु Service Challan का ऑप्शन चयन करें।
4. Department का चयन करें। उसके पश्चात services के ऑप्शन में e-proc या Non-eproc ऑप्शन का चयन करें।
उल्लेखनीय हैं e-proc के प्रकरण में केवल ऑनलाइन भुगतान ही स्वीकार किया जायेगा। Non -e-proc में दोनों विकल्प Manual (Offline) एवं e-mode (Online) मौजूद हैं।
5. चालान फॉर्म में period के option में one time के ऑप्शन का चयन करें।
6. Payment mode में online और offline दोनों ऑप्शन उपलब्ध हैं। ऑनलाइन मोड चयन करने पर संबंधित बैंक की वेबसाइट पर रिडायरेक्ट कर दिया जायेगा।
ऑफलाइन भुगतान करने की स्थिति में जिस बैंक का विकल्प चुना है उसकी संबंधित बैंक में चालान जमा कराना होगा। Manual (Offline) में केश/ चेक/डी.डी. द्वारा भुगतान का ऑप्शन उपलब्ध है।

विस्तृत प्रक्रिया ई ग्रास पोर्टल (<https://egras.raj.nic.in/>) पर User Manual में उपलब्ध है। किसी प्रकार की तकनीकी सहायता के लिए ई ग्रास हेल्प डेस्क नंबर 0141-5111007, 5111010 पर संपर्क किया जा सकता है।


(टी. रविकान्त)
शासन सचिव,
वित्त (बजट) विभाग

प्रतिलिपि निम्नांकित को सूचनार्थ एवं आवश्यक कारवाई हेतु प्रेषित है:-

1. निजी सचिव, राज्यपाल/मुख्यमंत्री/समस्त मंत्रीगण/राज्य मंत्रीगण ।
2. निजी सचिव, मुख्य सचिव/समस्त अति. मुख्य सचिव/प्रमुख शासन सचिव/शासन सचिव/विशिष्ट शासन सचिव ।
3. सचिव, राजस्थान विधानसभा, राजस्थान, जयपुर ।
4. सचिव, लोकायुक्त सचिवालय, राजस्थान, जयपुर ।
5. सचिव, राजस्थान लोक सेवा आयोग, अजमेर ।
6. रजिस्ट्रार, राजस्थान उच्च न्यायालय जोधपुर/ जयपुर ।
7. प्रधान महालेखाकार ए एण्ड ई राजस्थान जयपुर ।
8. प्रधान महालेखाकार ऑडिट राजस्थान जयपुर ।
9. समस्त संयुक्त शासन सचिव/उप शासन सचिव/ सचिवालय के समस्त अनुभाग/विभाग ।
10. संयुक्त शासन सचिव, वित्त अंकेक्षण विभाग को उनके अधीनस्थ अंकेक्षण दलों द्वारा इन निर्देशों की पालनार्थ ।
11. समस्त विभागाध्यक्ष/जिला क्लेक्टर/ संभागीय आयुक्त को प्रेषित कर लेख है कि अपने अधीनस्थ समस्त उपापन संस्थाओं को इस परिपत्र की प्रति प्रेषित करा कर इसकी पालना सुनिश्चित करावें ।
12. रजिस्ट्रार, राजस्थान सिविल सेवा अपील अधिकरण, जयपुर ।
13. समस्त वित्तीय सलाहकार/मुख्य लेखाधिकारी ।
14. समस्त कोषाधिकारी ।
15. तकनीकी निदेशक वित्त विभाग को भेजकर लेख है परिपत्र को वित्त विभाग की वेबसाईट पर प्रकाशित करवाने की व्यवस्था करावें ।
16. रक्षित पत्रावली ।


9/7/2020
(विमल कुमार गुप्ता)
संयुक्त शासन सचिव