

Government of Rajasthan

Department of Tourism

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No. F.4 () FF/DOT/ 2015-16/20

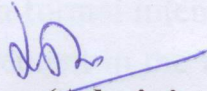
Dated: 19-05-2015

NOTICE INVITING REQUEST FOR PROPOSAL (RFP)

Department of Tourism is exploring the possibilities to organize its fairs & festivals in association with private entities. For the said purpose, Department is seeking RFP from reputed companies/agencies to curate the fairs & festivals in a professional manner.

The last date and time of submission of bids is 1.00 pm on 10th June, 2015. Technical bids will be opened at 3.30 PM on 10th June, 2015. A pre bid meeting has been scheduled on 29, May 2015 at 11.30 am at the Office of Director Tourism, Conference Hall, Hotel Khasa Kothi, M.I. Road, Jaipur.

RFP document can be downloaded from sppp.portal (procurement portal of the State Govt.) or www.rajasthantourism.gov.in. Duly filled RFP document along with necessary forms & details duly stamped and signed by the applicant in a sealed cover with title "RFP for organizing fairs & festivals" may be submitted upto 1.00 pm on 10th June, 2015.


**Addl. Director (Administration),
Tourism**

Request For Proposals (RFP) for organizing its Fairs & Festivals by associating with private entities

1. Background

- 1.1 Rajasthan is one of the most favored tourist destinations for domestic as well as international travellers. A large number of fairs and festivals organized all through the year are a major attraction for the visiting tourists. Pushkar Fair, Desert Festival, Kumbhalgarh Festival, Marwar Festival, Chandrabhaga Festival, International Kite Festival, Camel Festival are some of these festivals which have earned international fame during the past 25 years. This list is merely indicative and exhaustive list and details can be seen at Annexure - I. These festivals are proposed to be organised by associating with private entities.

- 1.2 Proposals are invited from eligible interested entities to curate the festivals (one or more) professionally, bring in innovation and produce a world class tourism product. The aim is to enhance strong brand identity 'Rajasthan - The land of fairs & festival'

- 1.3 A bidder may be a company or a society or a trust incorporated/registered in accordance with the requirements of applicable law and in particular as applicable to the State of Rajasthan or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a consortium. A consortium shall be eligible for consideration subject to the conditions set out below:
 - i. Number of members in a consortium would be limited to maximum of 2;
 - ii. The proposal/bid should contain the information required for both members of the consortium;
 - iii. An individual bidder cannot at the same time be member of a consortium. Further, a member of a particular consortium cannot be member of any other consortium; an undertaking towards this end needs to be submitted by both the members;
 - iv. Members of the consortium shall nominate one member as the lead member. The nomination shall be supported by a Power of Attorney; and
 - v. Members of the consortium shall enter into a Memorandum of Understanding (MOU) duly notarised for the purpose of making and submitting the proposal/bid. The MOU shall, inter alia:

- a. Convey the intent to carry out all the responsibilities as in terms of the proposal/bid submitted,
- b. Clearly outline the proposed roles and responsibilities of each member, and
- c. Include a statement to the effect that both members of the consortium shall be liable jointly and severally for all the responsibilities as in terms of the proposal/bid submitted.

In case of a consortium, the combined annual turnover/receipts and experience of members, should satisfy the pre-qualification criteria.

1.4 The steps of selection are as follows:

- Bidders meeting the pre-qualification criteria shall be shortlisted.
- Shortlisted bidders will be required to make the presentation of their capabilities and past work at the Department of Tourism office.
- Presentation will be part of technical bid and form a basis of technical qualification.
- Bidder will be required to present concept and overall plan to manage the each individual proposed event.
- Financial bids of the technically qualified bidders would be opened.
- Agreement would be signed with the selected bidders.

2. Pre-qualification criteria (PQC)

- 2.1 The bidder should have experience of at least five years in organising events, such as, exhibitions, fairs, festivals, business/investor/tourism summits, cultural programmes, etc.
- 2.2 The minimum average annual turnover/receipts of the bidder from organising events, such as, exhibitions, fairs, festivals, business/investor/tourism summits, cultural programmes, etc. should be Rs. 2.00 crores in last three financial years. The turnover of event management division (inclusion of details of turnover of advertising and printing or any other activity being done by the firm shall not be accepted) should be reflected in balance sheet/billing details certified by the chartered accountant. In case this turnover is not reflected separately in the balance sheet, a certificate in respect of the turnover of the company should be enclosed.
- 2.3 The bidder should have managed at least 5 exclusive mega events (involved expenditure of minimum Rs. 25.00 lacs per event) in last three financial years. Audio visual evidence to be provided. Preference shall be given to those bidders who have managed tourism related events, across different States of India offering uniqueness in concepts and proposals.

Every bidder shall produce documentary evidence in support of their capability, to the satisfaction of the Department of Tourism.

- 2.4 A pre bid meeting has been scheduled on 29, May 2015 at 11.30 am at the Office of Director Tourism, Conference Hall, Hotel Khasa Kothi, M.I. Road, Jaipur.

2.5 Presentations :

All the pre-qualified bidders shall be required to give an A-V presentation at Jaipur on the date so intimated before the selection committee. The presentation shall cover the following points and selection would be based on exclusiveness and originality of the proposals.

- a) Tourism related experience.

- b) Experience of event management
- c) Novelty in concepts and event specific attractive proposals.
- d) Sources for generating technical resources/ Revenue Model.

While sponsorship is not mandatory for the applicant, however, it would be a value addition for the proposal.

Bidders shall be required to present separate presentation for each individual proposed event.

Hard copy along with a soft copy of presentation(s) has to be provided to the Department at the time of presentation.

- 2.6 The bid having sufficient documents in support of these criteria shall be considered as responsive.
- 2.7 All costs incurred by the agency in respect of submission of offer and presentation shall be borne by the agency concerned.
- 2.8 The current role & responsibilities of the DOT is attached at Annexure I.
- 2.9 Director of Tourism reserves the right to accept or reject any application or its part without assigning any reasons thereof.
- 2.10 Selected firm will have to sign and submit an agreement on non judicial stamp paper of Rs.1000/- with Department of Tourism along with security deposit amount as decided by selection committee.
- 2.11 Relevant queries about the document can be sent through mail at cotraj@gmail.com or ff-dot@rajasthan.gov.in addressed to the undersigned or Dr. Punita Singh, Deputy Director (Fairs & Festivals) or Shri Daleep Singh, Assistant Director (Fairs & Festivals) at Tel. 0141-5155101/5155111/5155145.
- 2.12 Individual festival/fair related queries can be addressed directly to the concerning field officer as per contact details given at Annexure-II

2.13 Other terms and conditions (enclosed) including bid notice shall be a part of this RFP and binding upon the agencies.

**Addl. Director (Administration),
Tourism**

3. ROLES & RESPONSIBILITIES BETWEEN DOT & AGENCY:

3.1 Agency's Income*

- Sponsorship generated by agency.
- Merchandise sales/Revenue Generated
- DOT support – in terms of Grant/viability gap funding

3.2 Agency's expenses*

- Prize money for the all category winners and runners up as finalized jointly.
- Provision and payments for appointed staff - Technical Delegates, festival director, and manpower support. This includes their travel, accommodation and support also as required.
- Provision and payment for a Media Manager
- Infrastructure & facilities at site
- Transportation, accommodation, F&B facilities of all kinds
- The supplies and materials as required in entire events
- Media plan, media arrangement and related cost
- Branding & promotion of the event to an extent agreed with you.
- Payment to all artistes, anchors including their lodging boarding, travel.

(* income and expenses are generalized terms and they may vary as per finalized format of the event for every year)

3.3 DOT Roles and Responsibilities

DOT shall be responsible for:

- Approval of the schedule for the event.
- Marketing & branding support on prevailing website, social media etc at discretion of DOT
- Administrative support to agency for liasoning work with government departments.

3.4 Agency Roles and Responsibilities

Agency is responsible for the provision of facilities to conduct the event, including but not limited to following:

- The festival venue and all preparations to be finalized including Stage and seating arrangements, at least one day prior to official starting date.
- Responsibility for taking insurance of event for injury, permanent or temporary disabilities or death of a person or loss of any asset
- Event infrastructure

- All utilities such as electricity, water, public address, garbage disposal, toilets etc at own cost.
- Venue and festival area layout.
- First aid services and facilities along route including aid centre and staffing
- Vehicle parking management
- Media management and publicity of event through social media, internet, print media etc.
- Agency must provide to DOT, before publication and commitment, any promotional material (internet, posters, flyers, magazine advertisement copy and the like) for approval. This includes information such as:
 - Festival schedule
 - Facilities to be provided to participants
 - Prizes for winners
 - Venue location map and venue layout
 - Profile of the event
 - Liaising with DOT and Technical Delegate in the lead up and during the event
 - Management of the Event
 - Getting relevant sponsors for the event
 - Agency will nominate a Festival Director who will be responsible for:
 - Taking overall responsibility for festival preparation as directed by DOT
 - Work with the DOT to ensure the safe and fair running of the competition
 - Post event documentation
 - Photography, videography including aerial videography & photography
 - Manage and oversee nominated event managers (your support staff)
 - Being available for each site visit by the Event Manager and/or Technical Delegate and undertake
- This role for all rehearsal and festival days.
- The Festival Director and the Event Manager must not be the same person or be performers.
- We strongly recommend that you appoint suitable people to the following positions. While not mandatory to appoint they will assist greatly in helping your event run smoothly:
 - Volunteer Manager
 - Venue Manager
 - Presentations Manager
 - Marketing and Promotions manager
 - And other staffing as required

3.5 Sponsorship:

Agency shall work to get private sponsors for this event as well.

- Collaborate with DOT before you consider or enter into any sponsorship deals. A clash between sponsors is not desired. Sponsorship is interpreted to mean anything that gives you benefit with an expectation of return in promotion at the event.
- Sponsorship of any kind shall be strictly restricted to brands or products or services acceptable to the govt.
- A binding contract between the sponsor and bidder must bear prior approval of DOT.
- Agency must keep DOT informed about all sponsorship discussions.

DOT banners and other signage:

DOT reserves the right to place DOT signage/branding around the venue, and to control the location of other signage or branded items.

The DOT logo must be placed on any official event information or electronic media relating to the event in a size, at a place and in a manner approved by DOT. The logos must be used in the backdrop used during the awards presentation ceremony or media interviews.

SUBMISSION OF RFP

Step 1:

The RFP can be downloaded from sppp.portal (procurement portal of the State government) or www.rajasthantourism.gov.in and duly filled RFP can be submitted by 10/06/2015 till 1.00 PM.

The physical submission should contain following documents and details.

Demand draft of Rs. 1000/- for bid fee will have to be deposited in favor of Director Tourism, Jaipur to the office till 3.30 PM by 10/06/2015. The bidder must complete all necessary formalities as per the guide lines.

The bid having sufficient document in support of PQ criteria shall be considered as responsive

Step 2:

For the financial bid part, applicant needs to fill up a separate BOQ form for each individual proposed fair/festival and submit the same before bid closing date & time – i.e. 10th June, 2015 till 1.00 PM.

Bidder shall submit Bid fee, Bid Security & RFP documents as well as financial bid physically, in a separately sealed cover/envelope marking it as ‘financial bid’ on top side and the name of the bidder on the bottom side.

BID SECURITY (BS)

The bidder will have to submit the Bid security of Rs. 1.00 lac per proposed fair/festival, in form of a banker’s cheque/deposit through GRAS or demand draft drawn accordingly in favor of Director Tourism, payable at Jaipur. This would be submitted in a separate envelopes/cover marking it as ‘Bid Security’ on top side and the name of the bidder on the bottom side, to be submitted to this office till 3.30 PM by 10.06.2015.

The Bid Security of the bidders will be retained with DOT as security deposit, bearing no interest.

Submitting of RFP along with BS and details would mean the acceptance of the above all conditions by the bidder. Applications without BS as prescribed above will lead to disqualification from the selection process.

Form No. A – Technical Bid

Name of Work – Organizing its Fairs & Festivals by associating with private entities

NIB No. /2015-16

**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. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the state government or the procuring entity.
4. 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.
5. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
6. 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.
7. 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 Document Form

1. Expression of Interest: for organizing of Fairs & Festivals.
2. Name of the Bidder:
3. Name of the Consortium Member, if any:
4. Postal address of the bidder submitting RFP:
 - Address of Head Office
 - Address of Jaipur Office (if any)
5. Number of years the bidder has been in the business of Event Management/ Any Other Business:
 - Bidder to submit a self certified declaration of experience in the field.
6. Annual turnover/receipts in organising events, such as, exhibitions, fairs, festivals, business/investor/tourism summits, cultural programmes, etc. in last three financial years:

Turnover/Receipts for year ended			
Rupees >			

Note: In case of consortium, these details be submitted for both the members.

7. Service Tax Registration Number
8. Nature of Ownership, in case of an organization:
(Details of JV with foreign company if any)
9. Details of Office/ Professional set up
10. Details of staff, Managers & other:

11. Enclose list (separate sheet for technically qualified staff):

12. Details of Income Tax Registration : Enclose IT Clearance / PAN Details
13. Nature of Company whether exclusive Company or Separate Division (Enclose details)
14. List of present clients with contact details & document of recently done works (Enclose details)
15. Creative (Concept Plan) enclosed (Y/N)
16. Any other information

*Name of Signature of Applicant
(Seal)*

Instruction to Bidders (ITB)

How The Applications/RFP Shall Be Evaluated:

Stage 1: Pre Qualification Criteria:

1. The Annual turnover/receipts of the bidder should be as given in para 2.2 of PQ Criteria.
2. The agency should have successfully executed events as given at para 2.3 of PQ Criteria.

Stage 2: Conceptual presentation:

Shortlisted Agencies, after PQ stage, shall be evaluated by presentation before a committee- for following technical points. The total weightage for technical/conceptual presentation shall be 60%.

Technical Criteria for evaluation:

No.	Particular	Marks	Awarded Marks
1.	Understanding and clarity of the concept of festival/exclusiveness of originality of proposal: how you plan to manage the individual event.	25	
2.	Festival Director's profile and experience	10	
3.	Previous experience in managing similar cultural events/tourism related experience	15	
4.	Complete solution to the various aspects of the event. Designing, Lay out, performance & Sitting plans	20	
5.	Outsourcing of various services & Hiring of Equipment. Assessment of requirement of various logistics	15	
6.	Engaging Celebrities/Artistes	5	
7.	Media Management plan, event branding and invitations	10	
Total		100	= S _T

(Score technical =S_T)

The conceptual proposal should contain the creative options which will be implemented by the bidder and will be graded on a scale of 100 points. The State level selection Committee will view the presentation and award marks for the creative content.

The financial bids of all those bidders will be opened who score 75 and above marks out of 100.

Bidder will be required to present concept and overall plan to manage the each individual proposed event.

The financial bids of only those bids which have technically qualified in stage 2, shall be opened and evaluated.

Stage 3: Financial Bid:

Financial bids are invited on the basis of the premium amount (“**Premium**”) offered by a Bidder to DOT **OR** the grant amount (“**Grant**”) sought by a Bidder from DOT.

Financial score (S_F) shall be computed as under:

In case all bidders seek grant;

$$S_F = 100 \times F_m / F$$

Where: S_F is the financial score of the Price Proposal being evaluated

F_m is lowest grant quoted by any applicant shortlisted

F is the grant amount sought, under bid being considered.

In case all bidders offer to pay premium;

$$S_F = 100 \times F / F_m$$

Where: S_F is the financial score of the Price Proposal being evaluated

F_m is highest premium quoted by any applicant shortlisted

F is the premium amount offered, under bid being considered.

In case some bidders seek grant and some offer to pay premium; financial score of only such bidders who offered premium would be required to be computed;

$$S_F = 100 \times F / F_m$$

Where: S_F is the financial score of the Price Proposal being evaluated

F_m is highest premium quoted by any applicant shortlisted

F is the premium amount offered, under bid being considered.

The weightage for financial bid shall be 40%. The financial bid shall be submitted in a separately sealed envelope for each proposed fair/festival.

Stage 4:

Technical score will be given weightage of 60% as per formula

$$\text{Total technical score obtained (S}_T\text{)} \times \frac{60}{100} = y$$

Financial score will be given weightage of 40% as per formula

$$\text{Total financial score obtained (S}_F\text{)} \times \frac{40}{100} = z$$

The total of y & z will be **total score assigned to each bid** and the work will be awarded to the bidder whose bid is assigned the highest score.

Premium/Grant for Conceptualizing & organizing Fairs & Festivals
Tourism Department, Government of Rajasthan

Form B Financial Bid (BOQ)

S.No.	Name of the Fairs & Festivals (To be filled by the applicant Firm)	Premium/Grant	Rupees Per Annum for Three Years
	A	B	C
(1)		Premium	
(2)		Grant	

Notes:-

- i. Bidder is to fill either Row (1) or Row (2) above. Filling both rows above would disqualify the bid.
- ii. Separate financial bid (BOQ) to be filled for each proposed fair/ festival.
- iii. Payment to be made by the selected bidder to DOT, if any, shall be exclusive of all taxes, levies etc. however subject to TDS for which the DOT shall provide certificate of TDS. The applicable taxes, levies etc. including services tax shall be paid by the selected bidder separately.
- iv. In case DOT is making payment to the selected bidder, if any, DOT shall deduct TDS for which certificate of TDS shall be provided by DOT. Such payment shall be inclusive of all taxes, levies including service tax and no extra payment on such account shall be made by DOT.

Signature of bidder

SPECIAL TERMS & CONDITIONS:

1. The selected bidder and DOT shall organize the event in next 3 consecutive years i.e. 2015, 2016 & 2017 under this RFP. However, performance review of selected agency for this year event shall be decisive for next 2 years events - 2016 & 2017, further extendable for 2 years on mutual consent basis.
2. Upon satisfactory performance of bidder, as ascertained by DOT, the contract agreement shall be renewed automatically, subject to DOT's right to negotiate Grant, other expenses, Premium & scope of work, if any.
3. Revenue generation models with a balanced approach towards the uniqueness of the proposed concept and capability to arrange premium both would be required. However, grant/viability gap funding can be given to the bidders at the sole discretion of the department.
4. Bidders may offer long term proposals to build up concept and evolve the product. However, in any case, the product ownership will always belong to DOT.
5. Subsequent to the receipt and review of submissions, DOT reserves the right, in its sole discretion, to enter into negotiations with any applicant or with any number of applicants, or to cancel this process in its entirety.
6. DOT, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, to verify the statements, documents, and information submitted and may seek clarification from the applicant's bankers and clients regarding any financial and experience issues.
7. The selected bidders hereafter, must have an operational office at concerned festival area, in Rajasthan. If agency does not have an office at present, they shall set up an operational office in the same area at least one month prior to the event.
8. All costs incurred by the bidder in respect of submission of RFP and presentation shall be borne by the bidder concerned.
9. DOT reserves the right to accept or reject any application, without assigning any reasons thereof.

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Teej Festival – Jaipur
(*Shrawan* –S, 3 - 4) 17 – 18 August 2015

Traditional fair organised on the occasion of one of the most important festival of the State

- Ceremonial procession of Goddess Teej with elephants, camel horses, palanquins, bands & folk performers
- Procession commences from Tripolia gate & finally converges at *Talkatora*
- Department organises grand procession and appropriate seating for the tourists at terrace of Hind Hotel.
- Arrangements of Traditional welcome, Henna , festive cuisine (Ghewar) for the tourists
- Law and order and cleanliness support from local administration and Police administration

Abhaneri Festival
13 – 15 October 2015

Created Festival started in the year 2010 to promote Abhaneri – a lesser known destination

- Day long events organized for three days.
- Folk performance by Rajasthani folk artists, Nukkad performances at Abhaneri stepwell & Harshat Mata Temple
- Village safari by camel cart
- Promotion and publicity , flex and banner
- Organised by Department of Tourism, with support of local administration

Dussehra Mela & Chambal Adventure Festival, Kota
21-23 October 2015

Dussehra mela

- Traditional Fair famous all over state.
- Festivities are held between Vijaydashmi and Dhanteras
- Cultural programmes comprising of Qawwali, Mushayra, kavi sammelan, Bhojpuri programme, Punjabi programme, Bollywood show and rajasthan folk dance and music show organised.
- Department of Tourism organises one cultural evening during Mela.
- Organised by District administration and Nagar Nigam, Kota.

Chambal Adventure Festival

- Three day event created in year 2003 to introduce adventure sports activities in Kota and Bundi
- Air and water adventure activities – Parasailing, Hot air Ballooning, Paramotor show, Jorbing Ball, Rappelling, Kayaking, water scooter, Power Boat surfing, Sailing show etc.
- Adventure water sports Demo by Aqua node of Indian Army.
- Support of local Administration.

Marwar Festival
(Ashwin 14-15) 26-27 October 2015

- Being Organised since year 1979. Initially began as one day event called “*Maand Samaroh*” on *Sharad Purnima*
- Event starts with Deepdan at *Gulab Sagar* on the eve of Festival , followed by *Shobha Yatra* next morning.
- Cultural Competition like Turban Tying, Moustache, Tug of war, *Matka Daud* etc at Umaid Stadium
- BSF Camel Tattoo Show at Umaid Stadium
- Cultural Evenings at Clock Tower
- Good response of tourists
- Village safari and temple tour at village Osian
- Fire dance , followed by best of rajasthani folk performances and fireworks at sand dunes, Osian
- Organised by District Administration and Department of Tourism

Ranakpur Festival
28 – 29 October, 2015

New created festival, initiated in year 2011 (02 days event)

- Festival Highlights :

- Trekking & Rock Climbing, Classical Dance & Music evenings at *Surya Mandir* Campus.
- Performances by Shalu Jindal (*Kuchipudi* dance) , Malini Awasthi (*Bhojpuri* singer), *Jaipur Kathak Kendra*, Folk dances and music in year 2013
- *Jeep Safari & adventure sports.*

Organised solely by Department of Tourism. Law & order support by District administration.

Pushkar Fair, Pushkar
(*Kartik 7-15*) 19 – 25 November 2015

- World famous Religious and Cattle Fair
- Well known for buying and selling of Camels & Horses
- Colourful Bazaar selling decoration and utility goods for man and animal both at make shift markets
- Entire town transforms into a spectacular fair ground
- Organised by District Administration, Pushkar Mela Vikas Samiti, Nagar Palika, Pushkar, Department of Tourism, PWD, PHED and AVVNL

Role of Department of Tourism

- Organising Competitions and interactive games
 - Traditional games - *Satoliya*, Tug of war,
 - Moustache, Turban Tying, Bridal Costume
 - Horse Dance, Camel Dance, Camel Decoration
- *Shilpgram* – Handicraft Bazar (for five days)
- Spiritual walk In Pushkar town
- Best Cattle Breed and milking (in association with animal husbandry)
- Cultural Evenings at Mela Ground
- Publicity & Promotion – Print Material, Flex & Banner
- Ground arrangements Tent, Stage light & sound, Stage Back-drop, Barricading, Seating arrangements
- Publicity and Promotion (Print Material, Flex & Banner)
- Sponsorship raised through *Pushkar Mela Vikas Samiti* under chairmanship of Collector Ajmer
- Private sector offers additional bed capacity of 500 beds by setting up about 15 tented villages during the fair.

Chandrabhaga Fair (*Kartik*), Jhalawar

24-26 November 2015

Traditional Cattle Fair

- Main stake holders Animal Husbandry, Local Municipality and Department of Tourism
- Department of Tourism organises event for three days
- *Mahaarti, Deepdaan*, Cultural Competition like turban tying, Moustache, Rangoli, Tug of war, *Matka Daud* etc
- Cultural Evening by folk artists of the State & West Zone Cultural Centre
- All Ground arrangements by Department of Tourism
- Sponsorship raised at local level

Bundi Festival, *Bundi*
(28-30 Nov, 2015)

Created Festival, being organised since year 1996

- Shobha Yatra, Traditional Games (Local V/s Visitors)
- Symphony – Band Display, Painting Exhibition , *Udhyog Mela, Sarvadharm Prathana Sabha, Maan Manuhaar* (Rajasthani lunch) at Raniji ki Baori
- Deepdaan at Keshavraipatan, Fireworks, Jeep/Village Safari
- Cultural Evenings:-

Celebrity night, best of Hadauti and Rajasthani night

- Organised by District administration and Department of Tourism
- Celebrity Evening is sponsored through local administration

- Local participation is encouraging

Matsya Festival, Alwar
25 – 26 November 2015

Created Fair organised by Department of Tourism

- Traditional Procession, Games & Competitions, *Kavi Sammelan*, Rajasthan folk performance, Dharohar Exhibition, Adventure sports & Ballooning, army Exhibition.
- Local Sponsorship raised by local administration
- Publicity & Promotion – Print Material, Flex & Banner

Winter Festival, Mount Abu
29 – 30 December 2015

Created Festival organised during Winter Holidays

- One Cultural Evening and all ground arrangements done by Department of Tourism.
- Yoga, *Malkhum*, rock climbing, Trekking, Hiking, Mehendi Mandna, Sports & games, boat race, Dog Show etc.
- Organised by Department of Tourism with support of Local administration & Municipality.

Camel Festival, Bikaner
4– 5 January, 2016

Created festival of the Department of Tourism, Started in Year 1994. This festival is all about Camels.

Festival begins with colorful procession of bedecked camels. Camel fur cutting, camel decoration, camel milking, camel dancing are major attractions

Organized by Department of Tourism with support of district administration

International Kite Festival, Jaipur
(*Makar Sakranti*)13-14 January 2016

Highlights of the Festival

- Fancy Kite & charkhi Exhibition
- Kite Flying Competition at Jal mahal ki paal
- Demonstration of flying 100 kites with one string & 1 inch kite
- Traditional cuisine of the festival for tourists– Pakodi, Til ke laddoo, etc.
- Arrangements for kite flying for tourists
- Camel cart rides
- Performances by rajasthani folk dancers and musicians

Kumbhalgarh Festival, Kumabhalgarh
28th to 30th January each year

Created Dance Festival started in the year 2006 in line with *Maharana Kumbha's* dedication towards promoting art.

- Finest performing artists of India perform against the backdrop of the glowing citadel
- Day Events - Rajasthani folk dancers perform their art forms. Turban Tying, Tug of War, *Mehandi Maadna* competition organised.
- Kumbhalgarh Walk competition (A sponsored activity)
- Evening Events, divided in Classical Dance, Classical Vocal/ Instrumental and Rajasthani Folk performances each day.

Nagaur Cattle Fair, Nagaur
(Magh 7-10) 13-16 Feb, 2016

Ramdeo Cattle Fair held in Nagaur- *A traditional fair*

Mela ground near the town is thronged by cows, bullocks, oxen, horse and camel accompanied by sellers and buyers in traditional attire

- Famous for Nagauri Breed of Cattle, Red Chilly Market (*Mirchi Bazaar*)] Iron Smiths (*Nagauri Lohars*)
- Organised by - Department of Animal Husbandry, District Administration & Municipal Council, Department of Tourism

Role of Department of Tourism

- Organising competitions
 - Cattle/Horse Dance, Camel Dance, Camel Decoration
 - Tourist Interactive – Moustache and Turban Tying.
- Organising one Cultural Evening (Folk dance & Music)
- Ground arrangements – Tent, Stage light & Sound, Stage Back-drop, barricading, seating arrangements.

Desert Festival, Jaisalmer
Magh S (13-15) 20-22 February 2016

- Festival created by the Department.
 - Three day festivities organised regularly since 1979.
 - Ceremonial procession, Mr. Desert, Ms Moomal, Moomal- Mahendra competition
 - Craft Fair, Folk Music & Dance programme, BSF Camel Tattoo show at Shahid Poonam Singh Stadium
- Kite show and folk dance and music at Sam Sand dunes.
- Full Support of Local Administration.
 - Additional funds raised by sponsorship.

Beneshwar Fair, Dungarpur
Magh S (11-15) 19 – 22 February 2016

- Seven days of traditional tribal fair at Beneshwar Dhaam
- Pilgrims from all over State, Madhya Pradesh, Gujrat and Maharashtra arrive at *triveni dhaam*
- Department of Tourism organises three days of activities, including cultural programmes, Bhajan Sandhya, Gair dance competition and other rural games competition.
- Joint effort of District Administration, West Zone Cultural Centre , Udaipur, Panchayat Samiti, Aaspur
- Essentially a tribal fair which has to be reworked to retain its originality and has potential to rise to national level

Braj Holi Festival, Bharatpur
18-19 March, 2016

A created fair to promote Bharatpur region, started in year 2015

Two days of festivities will be organised in Braj Region(Bharatpur, Deeg and Kaman

Main highlights

- Latthmaar Holi of Kaman to be showcased
- Heritage colorful fountains of Deeg Palaces with mass folk dance performances and Krishna ballet by Shri Ram Bhartiya Lok Kala Mandal, New Delhi.
- Bird Fair at Keoladeo Ghana National Park, Bharatpur.
- International Photography festival, focusing a day in Braj area
- Rural Sports
- Maharaas Leela performances
- Dance Ballets and Folk dances and music of the State
- Celebrity Evenings.

Dhulandi Festival – Jaipur
(Next Day of *Holi*) 24-Mar, 2016

Festival introduced in the year 2005 for the tourists, as a part of Rajasthan Day Celebrations Venue - Front lawns of Hotel Khasa Kothi

Arrangements for tourists to play with *Gulal*

- Traditional cuisine of the Holi festival for tourists– gunjiya , namkeen mathiya etc
- Traditional Folk performances associated with holi- gair dance, chang dhap, phoolo ki holi etc is organised
- A safe haven for the visitors to enjoy colorful festival

Godwar Festival, Pali
Chaitra S (1-2) 8-9 April, 2016

- Festival started to highlight art, culture and traditions of Godwar region. Being organised on random dates for almost two decades.
- Since last three years, festival activities clubbed with traditional Sonana Khetlaji Fair.
- Folk dances performances of the state.
- Folk artists of Punjab, Orissa, Chattisgarh.
- Organised by Department Of Tourism, local Administration and local Panchayat Samiti
- An opportunity to showcase traditional Gair Carnival of Sonana Khetlaji
- Floodlit Bali Fort hosting folk dances and music evening promotes the venue.

Gangaur Festival – Jaipur
(*Chaitra-S 3-4*) 9-10 April, 2016

Traditional fair organised on the occasion of one of the most important festival of the State

- Ceremonial procession of Goddess Parwati (Gauri) with elephants, camel horses, palanquins, bands & folk performers
- Procession commences from Tripolia gate & finally converges at *Talkatora*
- Department organises proper seating for the tourists at terrace of Hind Hotel.
- Arrangements of Traditional welcome, Henna , festive cuisine (Ghewar) for the tourists
- Law and order and cleanliness support from local administration and Police administration

Mewar Festival
Month of Chaitra (March-April) 9-11 April, 2016

Traditional Fair, “*Gangaur*” has a unique charm

Day One - A procession is taken out by different communities carrying the idols of the deities – ‘*Isar and gangaur*’ ornamented and dressed in colourful attires.

Procession culminates at ‘Gangaur Ghat’ at lake Pichhola. Cultural Programme and best *Gangaur* procession organised at gangaur ghat followed by fireworks.

- Local administration provides full support
- Gangaur Boat provided by Lake Palace and other boats by HRH group
- Day Two - Rajasthani Folk Cultural Evening organised at Gangaur Ghat
- Major attractions – Best Rajasthani Dressed foreign couple
- Apart from this, three day Gangaur Fair is organised at Gogunda, 40 km from Udaipur.
- Organised by the Local Administration and Panchayat Samiti
- Gangaur Procession is taken out by villagers
- Department of Tourism organises Rajasthani Folk cultural programmes for three days at Gogunda.
- Traditional Gangaur procession has its unique charm
- This needs to be marketed and widely promoted

Summer Festival, Mt Abu
Vaishak,S (14-15) Buddh Purnima 20-21 May, 2016

Created Festival organised during Summer Holidays

- Domestic tourists esp. Gujrati's flock to Mt. Abu during this period.
- Being organised to coincide with mass gathering of *garasia* tribals for a social ritual. Their rich & colourful attire has unique charm for the tourists

Main Activities:

- Yoga, Mal-khum, rock climbing, Trekking, Hiking, Meditation, *Mehandi Mandna*, games, boat race etc.
- Cultural Evenings(02) with folk dance and music
- Organised by Department of Tourism with support of Local administration & Municipality

Name of officers responsible for the respective Fairs & Festivals

S. No	Name of Fairs and Festivals	Name of officers	Mobile No. and Email ID
1.	Teej Festival, Jaipur	Upendra Singh, AD	94141-52862
2.	Abhaneri Festival, Dausa		0141-5110598
3.	Gangaur Festival, Jaipur		us.singh97@gmail.com
4.	International Kite Festival, Jaipur		
5.	Dhulandi Festival, Jaipur		
6.	Kota Dusserhra & Adventure Festival, Kota	N.L. Alawada, DD.	99295-83888
7.	Bundi Utsav, Bundi		0744-2327695, 0747-2443697
			trckota-dot@rajasthan.gov.in
8.	Marwar Festival, Jodhpur	Vikas Pandya, AD	98293-95557
9.	Ranakpur Festival, Ranakpur		0291-2545083, 02992-252406
			vikaspandya9@yahoo.co.in
10.	Desert Festival, Jaisalmer		
11.	Godwad Festival, Pali		
12.	Pushkar Fair, Pushkar (Ajmer)	R. L. Tunwal, AD	9414007248
			0145-2627426
13.	Nagaur Fair (Ramdeoaji Cattle Fair), Nagaur		rltunwal@gmail.com
14.	Chandrabhaga Fair, Jhalawar	Babu Lal Verma, AD	77910-86320
			07432-230081
			trcjhalawar-dot@rajasthan.gov.in
			squareshi-dot@rajasthan.gov.in
15.	Matsya Festival, Alwar	Daleep Singh, AD	8741861464
			0144-2347348
			dsrathore999@gmail.com
16.	Winter Festival, Mount Abu	Bhanu Pratap, AD	94600-39672
17.	Summer Festival, Mount Abu		02974-235151, 235071
			bhanuyugraj@reddifmail.com
18.	Camel Festival, Bikaner	Ajay K. Sharma, AD	93148-70001
			0151-2226701
			adtraj@yahoo.com
19.	Kumbhalgarh Festival, Rajsamand	Sumita Saroch, DD	9828878187
			0294-2411535, 02962-241024
20.	Beneshwar Fair, Dungarpur		sumitasaroch@gmail.com
21.	Mewar Festival, Udaipur		trcudaiipur@gmail.com
22.	Braj Holi Festival, Bharatpur	V.K. Jain, J.D.	9887386186
			05644-222542

			vkjain-dot@rajasthan.gov.in <trcbharatpur@gmail.com>
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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:

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:

2. 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.

3. 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.

4. 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.

5. 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.

6. 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 authorized representative.

7. 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.

8. 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 :

Annexure D:

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 or 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)

As a general rule 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.

-: GENERAL CONDITIONS OF TENDER:-

Note: Tenderer should read these conditions carefully and comply strictly while submitting their tenders.

1. Selection of agencies shall be done on the basis of criteria enumerated in the tender and different terms and conditions stated as below. Rate for various jobs shall be called as and when required which shall be on turn-key basis including all expenses on event particular.
2. Tenders must be submitted in properly sealed envelope according to the directions given in the Tender-Notice.
3. "Tenders by bona-fide dealers": Tenders shall be given only by bona-fide event agencies. They shall, there for, furnish a declaration in the SR FORM-11.
4. (I) Any Change in the constitution of the firm, etc. Shall be notified forth with by the contractor/firm in writing to the purchase officer/department and such change shall not relieve any former member of the firm, etc. from any liability under the contract.

(II) No new partner/partners shall be accepted in the firm by the firm in respect of the contract unless he/they agreed to abide by all its terms, conditions and deposit with the purchase officer/department with a written agreement of this effect. The contractors/firms receipt for acknowledgment or that of any partners subsequently accepted as above shall bind all of them and shall be sufficient discharge for any of the purpose of the contract.
5. Sales Tax Registration and Clearance Certificate: No dealer who is not registered under the Sales Tax Act prevalent in the State, if applicable where his business is located shall tender. The Sales Tax Registration Number should be quoted. Copy of service tax registration should be enclosed.
6. Tender form shall be filled in ink or typed. No. Tender filled in pencil shall be considered. The tenderer shall sign the tender form at each page and at the end in token of acceptance of all the terms & conditions of the tender.
7. Rate shall be written both in words and figures. There should not be errors and/or over-writing, corrections if any should be made clearly and initialed with dates. The rates should mention elements of the Rajasthan State Sales-Tax and Central Sales-Tax separately.
8. All the quoted must be FOR destination and should include all incidental charges, Octroi, State Sales Tax, Service tax etc., if applicable. Central/Rajasthan Sales-Tax, if applicable should also be shown separately as a remark. In case of local supplies the rates should include all taxes etc. And no cartage or transportation charges will be paid by the Government. The delivery of the Goods/ Services shall be given at the premises of Purchase Officer/department or elsewhere mentioned in purchase order. Goods/Services to be purchased are for the purpose of official use, hence Octroi is not payable. The rates therefore, Should be exclusive of Octroi, and local tax. In Such case a certificate in the prescribed form will be furnished along with the supply order.
9. Validity: Shall be valid for 90 days from the date of acceptance of the Bid.
10. The approved agency shall be deemed to have carefully examined the conditions, specifications, size make & drawings etc., of the Goods/ Services to be provided. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing etc., he shall before signing the contract, refer the same to the Purchase Officer/ department and get clarifications.
11. The contractor/firm shall not assign or sub-let his contract or any substantial part thereof to any other agency.
12. Specification: All services provided shall strictly conform to the specifications, trademark laid down in the tender from/work order and wherever articles have been required according to I.S.I. Specifications, those articles should conform strictly to those specification and should bear such marks.
13. Inspection :

- (a) The Purchase Officer/department or his duly authorized representative shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and examined the materials and work-man ship of the goods/services/equipment/ machinery during manufacturing process or afterwards as may be decided.
 - (b) The tenderer shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with Name and address of the person who is to be contacted for the purpose.
- 14. Supplies when received shall be subject to inspection to ensure whether they conform to the specification or with the approved samples. Where necessary or prescribed practical, test shall be carried out in Government Laboratories, reputed testing house. The supplies will be accepted only where the articles conform to the standard of prescribed specification as a result of such tests.
- 15. Drawl of Samples: In case of test, samples shall be drawn in four sets in the presence of tenderer or his authorized representative and properly seals in their presence. Once such set be given to them, one or two will be sent to the laboratories or testing house and the third and or fourth will be retained in the office for reference and record.
- 16. Testing Charges: Testing Charges shall be borne by the tenderer.
- 17. Rejection:
 - (i) Articles not approved during inspection or testing shall be rejected and shall have to be replaced by the tenderer at his own cost within the time fixed by the Purchase officer/department.
 - (ii) If, however due to exigencies of Government work, such replacement either in whole or in after giving an opportunity to the tenderer of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deductions so made shall be final.
- 18. The rejected articles shall be removed by the tenderer within 15 days of intimation of rejection, after which Purchase officer/department shall not be responsible for any loss. Shortage or damage and shall have the right to dispose of such articles as he think fit, at the tenderer's risk and on his account.
- 19. The Tenderer shall be responsible for the proper packing so as to avoid damage under normal conditions of transport and delivery of material in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the tenderer shall be liable to make good such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.
- 20. The contract for the supply can be repudiated at any time by the Purchase officer/department, if the supplies are not made to his satisfaction after giving an opportunity to the tenderer of being heard and recording of the reasons for repudiation.
- 21. Direct or indirect canvassing on the part of the tenderer or his representative will be a disqualification.
- 22. In case of delay in services, liquidated damages will be charged as per clause 31 of the terms & conditions of the tender. The delivery period would be treated as specified in the work order/verbal orders for calculation of liquidated damages.
- 23. (I) Extent of quantity Repeat orders: If the order is placed in excess of the quantities shown in the tender notice, the tenderer shall be bound to meet the required supply. Repeat order may also be places on the rate and conditions given in the tender provided that the repeat orders are up to 50% of the quantity originally purchased and the period is

not more than one month from the date of expiry of last services. If the tenderer fails to do so, the purchase officer/department shall be free to arrange for the remaining services by limited tender or otherwise and the extra cost incurred shall be recoverable from the tenderer.

- (II) If the Purchase officer/department does not purchase any of the tendered articles or purchases less the quantity indicated in the tender form, the tender shall not be entitled to claim any compensation.

24. Bid security :

- (a) Tender shall be accompanied by a bid security of Rs 1.00 lac for each proposal of financial bid without which tenders will not be considered. The amount should be deposited in either of the following forms in favour of Director, Tourism Department, Rajasthan, Jaipur.

- (1) Cash through treasury Challan Deposited under head "8443-Civil Deposits - 103 – Security Deposits".
- (2) Bank Draft /Bankers Cheque of the Nationalized scheduled Bank.
- (3) SSI Firms which are registered with the Director of Industries and Supplies, Rajasthan to furnish the amount of bid security @ 0.5% (Half Percent) for which they are registered as such, subject to their furnishing registration certificate in original or a Photostat copy/copy there of duly attested by any gazetted officer along with a Competency certificate from the Director of Industries, Rajasthan.

- (b) Refund of Bid security: The bid security of unsuccessful tender shall be refunded soon after final acceptance of tender.

- (c) The central Government and Government of Rajasthan Undertaking need not furnish any amount of bid security .

- (d) The bid security /security deposit lying with the Department/office in respect of other tenders awaiting approval or rejection or on account of contracts being completed will not be adjusted towards bid security /security money for the fresh tenders. The bid security may however, be taken into consideration in case tenders are re-invited.

- (e) No interest shall be payable on bid security deposited with the Department

25. Forfeiture of bid security : The bid security will be forfeited in the following cases:

- (I) When tender withdraws or modifies the offer after opening of tender but before acceptance of tender.
- (II) When tender does not execute the agreement if any, prescribed within the specified time.
- (III) When the tender does not deposit the security money after the supply order is given.
- (IV) When he fails to commence the supply of the items as per supply within the time prescribed.

26. (1) Agreement and Security deposit:

- (I) Successful tenderer shall have to execute an agreement in the form 17 on the date of dispatch of acceptance letter of the tender and also have to deposit security money equal to 5% of the estimated value of the work order as and when any work order is placed. For S.S.I. unit S.D. will be 1% of quantity supply.
- (II) The bid security deposited at the time of tender will be adjusted towards security amount.
- (III) No interest shall be paid by the Department on the security money.
- (IV) The forms of security money shall be as below:
 - (a) Cash/Bank draft/Bankers Cheque /Receipt copy of Challan.
 - (b) Post Office Saving Bank Pass Book duly pledged.
 - (c) National Saving Certificate, Kisan Vikas patras, or any other script/instrument under National Saving Scheme for promotion of small savings, if the same can be pledged. These certificates shall be accepted at surrender value.

- (V) The security money shall/may be refunded within one month of successful completion of the contract or after the expiry of the period of guarantee/warranty, if any, whichever is later.
- (2) (I) SSI Firms should be registered with the Director of Industries, Rajasthan in respect of stores for which they are tendering subject to their furnishing of copy of the registration and the prescribed competency certificate in original form of the Director of Industries or Photo copy / copy thereof duly attested by any gazetted officer.
- (II) Central Government and Government of Rajasthan's Undertaking will be exempted from furnishing security amount.
- (3) Forfeiture of Security deposit: Security amount/ in full or part may be forfeited in the following cases:
- (a) When any terms and conditions of the contract are breached.
- (b) When the tenderer fails to make complete supply satisfactorily.
- (c) Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of Purchase Officer/ department in this regard shall be final.
- (4) The expenses of completing and stamping the agreement shall be paid by the tenderer and the Department shall be furnished free of charge with one executed stamped counter part of the agreement.
27. (I) All Goods/Services must be sent freight paid through Railways or road transport. If goods/services are sent with freight to pay, the freight will be recovered from the Supplier's bill.
- (ii) In case supply is desired to be sent by the Purchase Officer /department by passenger train, the entire railway freight will be borne by the tenderer.
- (iii) Remittance charge on payment made shall be borne by the tender.
28. Insurance :
- (I) The Goods/Services shall be delivered at the destination godown in perfect condition. The supplier if so desires, may insure the valuable goods/services against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz., (war, rebellion, riot, etc.) The insurance charge will be borne by the supplier and state shall not be required to pay such charges, if incurred.
- (II) The articles may also be got insured at the cost of the purchaser, if so desired by the Purchaser in such cases, the insurance should invariably be with General Insurance Corporation of India or its subsidiaries.
- a. Payment
- (I) Payment shall be made after successful completion of the event and checked by Departmental Committee, through ECS on submission of bill in proper form by the tenderer to the purchase officer/department in accordance with GF & AR rules. All remittance charges shall be borne by the tenderer.
- (II) In case of disputed items, up to 25% of the amount shall be withheld and shall be paid on settlement of the dispute.
- (III) Payment in case of those goods/services which need testing shall be made only when such tests have been carried out, test results, received conforming to the prescribed specification.
- b. (I) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful tenderer shall arrange supplies within the period on receipt of the firm order from the Purchase Officer/department.
- (II) Liquidated damages : In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentage of value of stores :-

(a) Delay up to one fourth period of the prescribed delivery period	2 ½ %
(b) Delay exceeding one fourth but not exceeding half of the prescribed period	5%
(c) Delay exceeding half but not exceeding three fourth of the prescribed period	7 ½ %

(d) Delay exceeding three fourth of the prescribed period	10%
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- (III) Fraction of a day in reckoning period of delay in services shall be eliminate if it is less than half a day.
- (IV) The maximum amount of liquidated damages shall be 10%.
- (V) If the agency requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (VI) Delivery period may be extended with or without liquidated damages if the delay in the services of goods/services is on account of hindrances beyond the control of the tenderer
- c. Recoveries: Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made from bills. Amount may also be withheld to the extent of short supply, breakage, rejected articles and in case of failure in satisfactory replacement by the agency along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.
- d. Tenderers must make their own arrangements to obtain import license, if necessary.
- e. If a tenderer imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his tender is liable to summary rejection. In any case none of such conditions shall be deemed to have been accepted unless specifically mentioned in the letter of tender issued by the Purchase Officer/department.
- f. The Purchase Officer/department reserves the right to accept any tender not necessarily the lowest, reject without assigning any reasons and accept tender for all or anyone or more of the articles for which tender has been given or distribute items of the stores to more than one firm/supplier.
- g. The tenderer shall furnish the following documents at the time of execution of agreement :-
- i. Attested copy of Partnership Deed in case of Partnership Firms.
 - ii. Registered Number and year of registration in case partnership firms is Registered with registrar of Firms.
 - iii. Address of residence and office, telephone numbers in case of Sole Proprietorship.
 - iv. Registration issued by registrar of Companies in case of company.
- h. If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Head of the Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.
- i. 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 and no elsewhere.
- j. Services shall be made available at the office of Director, Tourism, Government of Rajasthan, "Paryatan Bhawan", Hotel Khasa Kothi Campus, M.I. Road, Jaipur-302001 or FOR destination as specified in the work order.
- k. All the terms & Conditions laid down in General Finance and Accounts Rules of Govt. Of Rajasthan shall be binding and acceptable to the tenderer.

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 Tenderer (With
Seal)