

Request for Quotation (RFQ) for the Selection of an Event Management Agency (EMA) for conducting Divisional Level Outreach Workshops & other events under the Rajasthan iStart Program

Reference No. F15(12)/DoIT/Tech/03934/2023.

Dated: 04/08/2023

Mode of Bid Submission	Online through e-Procurement/ e-Tendering system at http://eproc.rajasthan.gov.in
Procuring Authority	Commissioner & Joint Secretary, DoIT&C, Second Floor, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Last Date & Time of Submission of Bid	11/08/2023 till 3.00 PM
Date & Time of Opening of Technical Bid	11/08/2023 at 3.30 PM

- Bidding document fee: Rs. 1,000
- RISL Processing Fee: Rs. 1,500

Name of the Bidding Company/ Firm:			
Contact Person (Authorised Bid Signatory):			
Correspondence Address:			
Mobile No.		Telephone & Fax Nos.:	
Website & E-Mail:			

Department of Information Technology & Communications (DoIT&C)

2nd Floor, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)

Phone: 0141-2224855

Fax: 0141-2222011

Web: <http://istart.rajasthan.gov.in>, Email: startups.doit@rajasthan.gov.in

ABBREVIATIONS & DEFINITIONS

Authorized Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Bid/ eBid	A formal offer made in pursuance of an invitation by a bid issuing entity and includes any tender, proposal or quotation in electronic format
Bid Security	A security provided to the Bid Issuing entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the Bid Issuing entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Commissioner & JS, DoIT&C in this bidding document.
Day	A calendar day as per GoR/ Gol.
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.
EMD	Earnest Money Deposit
Go/ GoR	Govt. of India/ Govt. of Rajasthan
GST	Goods & Services Tax
ICT	Information and Communication Technology.
IFB	Invitation for Bids (A document published by the Bid Issuing entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
ISI	Indian Standards Institution
IT	Information Technology
ITB	Instruction to Bidders
Lol	Letter of Intent
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PQ	Pre-Qualification
Project Site	Wherever applicable, means the designated place or places.
PSD/ SD	Performance Security Deposit/ Security Deposit
RSDC	Rajasthan State Data Center, New IT Building, Jaipur
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
State Government	Government of Rajasthan (GoR)
TIN	Tax Identification Number
TPA	Third Party Auditors
WO/ PO	Work Order/ Purchase Order

1. INVITATION FOR BID (IFB) & NOTICE INVITING BID

Reference No. F15(12)/DoIT/Tech/03934/2023

Dated: 04/08/2023

UBN: - ITC2324SLOB00024

This RFQ is hereby issued ONLY to the following bidders, who has been empanelled, at the empanelment stage (NIB Issued vide: F13(65)/DoIT/Seminar/2021/04926/2021 dated:07-12-2021) for one year vide order no. F13(65)/DoIT/Seminar/2021/01409/2022 dated: 25-02-2022 and F13(65)/DoIT/Seminar/2021/ML-43 dated: 30-01-2023 for selection of Event Management Agency (EMA), for organizing the event. List of eligible firms is given as follows:

1. M/s Laqshya Media Pvt Ltd, Noida
2. M/s E Factor Entertainment Pvt. Ltd, , Noida
3. M/s Incredible Design, New Delhi
4. M/s Max Publicity & Communication Pvt. Ltd, Gurgaon
5. M/s Nagpal's Exhibition & Conference Services, Jaipur
6. M/s Impressive Events Hub Private Limited, Jaipur
7. M/s Expression 360 Services India Pvt. Ltd., New Delhi
8. M/s Deepali Designs & Exhibits Pvt. Ltd, New Delhi
9. M/s Future Wiz Advertising Pvt. Ltd, New Delhi
10. M/s Axis Communication, New Delhi
11. M/s Ventures Advertising Pvt. Ltd, Mumbai
12. M/s Jagran Solutions, New Delhi
13. M/s Chandra Entrepreneurs Pvt. Ltd, Jaipur

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> • Name: Commissioner& JS, DoIT&C, GoR • Address: IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none"> • Name: Tapan Kumar • Designation: SA (Jt. Director) • Address: : C-Block, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan) • Email: startups.doit@rajasthan.gov.in
Subject Matter of Procurement	RFQ for Selection of an Event Management Agency (EMA) for conducting Divisional Level Outreach Workshops & other events under the Rajasthan iStart Program
Bid Procedure	Single-Stage: Two Part (Envelop) Limited Bid (Empanelled Bidder from empanelment stage) e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS) – L1
Bid Value	INR 66.67 Lakhs (incl. taxes)
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	<ul style="list-style-type: none"> • Websites: http://sppp.raj.nic.in, https://eproc.rajasthan.gov.in, http://www.rajasthan.gov.in, • Bidding document fee: Rs. 1,000 (Rupees Five Thousand only) in Cash/ Demand Draft in Cash/ Demand Draft in favour of "Technical Director, DoIT&C" payable at "Jaipur". • RISL Processing Fee: Rs. 1,500 (Rupees One Thousand Five Hundred only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".
Bid Security and Mode of Payment	<ul style="list-style-type: none"> • Amount (INR): Rs. 1,33,000/- (Rupees One Lakh Thirty Four Thousand Only) • Mode of Payment: Banker's Cheque (BC) or Demand Draft (DD) or Bank Guarantee (in specified format)
Period of Sale of Bidding Document (Start/ End Date)	<ul style="list-style-type: none"> • Start Date: 04/08/2023 • End Date: 11/08/2023
Date/ Time/ Place of Pre-bid Meeting	<ul style="list-style-type: none"> • Date/ Time: 05/08/2023 at 01:00 PM • Place: Conference Hall, Ground Floor, IT Bldg., Jaipur
Manner, Start/ End Date for the submission of Bids	<ul style="list-style-type: none"> • Manner: Online at eProc website (https://eproc.rajasthan.gov.in)

	<ul style="list-style-type: none"> • Start Date: 05/08/2023 • End Date: 11/08/2023 till 3:00 PM
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*	<ul style="list-style-type: none"> • Start Date: 05/08/2023 onwards • End Date: 11/08/2023 till 3:00 PM
Date/ Time/ Place of Technical & Financial Bid Opening	<ul style="list-style-type: none"> • Date: 11/08/2023 • Time: 3:30 PM • Place: Committee Room, Second Floor, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Bid Validity	180 days from the bid submission deadline
<p>Note:</p> <ol style="list-style-type: none"> 1) Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover. 2) *In case, any of the bidders fails to physically submit the Banker's Cheque/Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to the date & time mentioned above, its Bid shall not be accepted. 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again). 4) DoIT&C will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. 5) Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process. 6) Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoIT&C on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur 7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids. 8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder. 9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal. 10) The provisions of RTPPA Act 2012 and Rules and subsequent amendments thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail. 	

-Sd/-
OIC Project

2. PROJECT PROFILE & BACKGROUND INFORMATION

1. Introduction:

Rajasthan state has been a top leader and now a leading state among states ranked by Government of India for promoting Startup ecosystem. About 3700+ Startups have been registered through the iStart platform and incubation centres were launched across the state including the state-of-the-art Techno Hub incubation centre in Jaipur. With its unique features such as Q-Rate and mentorship program, Rajasthan state has progressed further in enabling a vibrant Startup ecosystem.

The iStart Outreach and Dissemination Program is a comprehensive initiative designed to engage and inspire individuals from various backgrounds, including students, aspiring entrepreneurs, industry professionals, and government officials, by providing them with a platform to explore, learn, and collaborate in the startup ecosystem.

Under this, the activities range from ideation challenges and workshops to networking events and industry panel discussions, providing a diverse range of opportunities for individuals to enhance their knowledge, showcase their ideas, and gain insights from experienced professionals. Following events are proposed to be conducted during the Outreach and Dissemination program:

1. iStart Investor Pitching at 3 places (Jaipur, Jodhpur & Kota)
2. Namita Thapar Entrepreneurs Academy Mentors Training Program at Jaipur
3. Divisional Level Startup Workshop (1 day at each of the eight educational Div.HQ)

In the CFY (2023-24) total of 12 events are proposed to be organized by hiring of an Event Management Agency (EMA) through open tender. The scope of EMA is to provide Food Arrangements (Tea, High Tea, Lunch, etc.), Marketing & Promotion Material, Mementos & Certificates, Photography, Videography, Event Film, Webcasting & Sound arrangements, Travel, Accommodation & Food, Venue Booking, Setup & Management, etc. The core expertise (speakers, content, etc.) will be provided by respective partner iStart/ Thapar Entrepreneurs Academy.

Proposed Calendar of Events:

Tentative Date(s)	Partner	Activity	Location
18 Aug.	Namita Thapar Entrepreneurs Academy	iStart Namita Thapar Mentors Training Program	Jaipur
19 Aug.	iStart Team	iStart Investor Pitching (1 day)	Jodhpur
25 Aug.	iStart Team	iStart Investor Pitching (1 day)	Jaipur
17 Sep.	iStart Team	iStart Investor Pitching (1 day)	Kota
28 Aug. onwards	iStart Team	Divisional Level Startup Workshop (1 day at each Div. HQ)	Jaipur, Jodhpur, Kota, Udaipur, Bikaner, Bharatpur, Churu & Pali





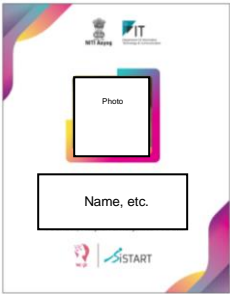
3. INFORMATION TO BIDDERS:

- 1) This RFQ is hereby issued ONLY to the following bidders, who has been empanelled, at the empanelment stage (NIB Issued vide: F13(65)/DoIT/Seminar/2021/04926/2021 dated:07-12-2021) for one year vide order no. F13(65)/DoIT/Seminar/2021/ 01409/2022 dated: 25-02-2022 and F13(65)/DoIT/ Seminar/2021/ML-43 dated: 30-01-2023 for selection of Event Management Agency (EMA) and were shortlisted for participation in Stage 2 selection procedure:
 1. M/s Laqshya Media Pvt Ltd, Noida
 2. M/s E Factor Entertainment Pvt. Ltd., Noida
 3. M/s Incredible Design, New Delhi
 4. M/s Max Publicity & Communication Pvt. Ltd, Gurgaon
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 13. M/s Chandra Entrepreneurs Pvt. Ltd, Jaipur
- 2) DoIT&C, Rajasthan is inviting techno-commercial electronic (e-Bid) proposal, from the above-mentioned empanelled agencies.
- 3) Based on the technical and financial selection criteria, defined in this RFQ document, DoIT&C will identify the successful bidder from the above shortlisted bidders who will be responsible for organizing the events.
- 4) The Empanelled Bidders who qualify the technical qualification criteria as mentioned in this RFQ shall be eligible for opening of Financial Bids. The date for the same shall be intimated in due course of time.
- 5) In addition to the successfully managing and conducting the event, the selected EMA will have to perform following important tasks:
 1. Design & Creative Work: Theme design, integrated media and communications strategy focusing on promoting the projects. The agency engaged should have enough experience and calibre to deliver the creative art and designing at par with the standards and congruence with the theme of the event. The agency should have experience in government events delivering the below mentioned activities.
 2. Arrangements of flight/ train tickets (to be paid as per actuals & not part of BoQ-1).

4. SCOPE OF WORK, DELIVERABLES & TIMELINES

- 1) The selected Event Management Agency (EMA) will be required to undertake the below mentioned tasks under the supervision of designated officers of DoIT&C/ RISL for successful conduction of event (at designated locations).
- 2) The event is proposed to be held at Divisional level HQs.

SNo	Activity	Scope of Work																																		
1	Concept & Plan	<ol style="list-style-type: none"> 1) Maintain a universal theme for all aspects of the event execution in accordance with government's vision and overall finalised theme for the event. 2) Create an Event Execution Plan (EEP) for executing the event along with detailed specifications of works to be carried out. 3) For the above points, the selected EMA would be required to depute dedicated a senior executive to co-ordinate with DoIT&C/ RISL team to ensure timely and smooth execution of the event. The selected bidder shall communicate his name, contact no. and email address. 																																		
2	Printing	<ol style="list-style-type: none"> 1) Flex printing with (pasting on wooden wall/ Iron Frame, etc.) approximately up to 500 sq.ft. in different sizes (indicative sizes 3x6, 4x8, 12x8, 16x10, 24x12, 10X20, 10X40 sq.ft. etc.) as per requirement at each of the event location. Totalling 6,000 sq.ft. 2) Printing & Distribution of badges with good quality jackets and printed lanyard to the delegates, organizing team and all the participants (approx. 2,400 Nos.) in three types 3) Certificate Printing: 5,000 A4 size (coloured) 																																		
3	Distribution material	<p>The EMA is required to complete supply of all distribution material one day before each of the event locations and would manage distribution of same to the delegates/ participants on the event day as per directions of DoIT&C/ RISL officers. The approx. event wise numbers are as under:</p> <table border="1"> <thead> <tr> <th>Srl</th> <th>Activity</th> <th>Approx. Nos. of participants for Badges & Kit</th> <th>Location</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>iStart Namita Thapar Mentors Training Program</td> <td>200</td> <td>Jaipur</td> </tr> <tr> <td>2</td> <td>iStart Investor Pitching (1 day)</td> <td>600 (200 nos. at each of the 3 locations)</td> <td>Jaipur, Jodhpur & Kota</td> </tr> <tr> <td>3</td> <td>Divisional Level Startup Workshop (1 day)</td> <td>1,600 (200 nos. at each of the 8 locations)</td> <td>Jaipur, Jodhpur, Kota, Udaipur, Bikaner, Bharatpur, Churu & Pali</td> </tr> <tr> <td colspan="2" style="text-align: center;">Total</td> <td>2,400</td> <td></td> </tr> </tbody> </table> <p>1) Kit (total for all events):</p> <table border="1"> <tbody> <tr> <td>Quantity</td> <td>As per above table</td> </tr> <tr> <td>Make and Model Number</td> <td>Selected EMA to submit few sample options</td> </tr> <tr> <td>Material</td> <td>Jute/ Cloth (Rajasthani Print) with shoulder strap</td> </tr> <tr> <td>Colour</td> <td>Green, Blue, Red</td> </tr> <tr> <td>Size (w x h)</td> <td>30 cm x 33 cm or higher</td> </tr> <tr> <td>Print</td> <td>iStart Logo in front</td> </tr> <tr> <td colspan="2" style="text-align: center;">Sample-1 (front, back) Sample-2 (front, back)</td> </tr> </tbody> </table>	Srl	Activity	Approx. Nos. of participants for Badges & Kit	Location	1	iStart Namita Thapar Mentors Training Program	200	Jaipur	2	iStart Investor Pitching (1 day)	600 (200 nos. at each of the 3 locations)	Jaipur, Jodhpur & Kota	3	Divisional Level Startup Workshop (1 day)	1,600 (200 nos. at each of the 8 locations)	Jaipur, Jodhpur, Kota, Udaipur, Bikaner, Bharatpur, Churu & Pali	Total		2,400		Quantity	As per above table	Make and Model Number	Selected EMA to submit few sample options	Material	Jute/ Cloth (Rajasthani Print) with shoulder strap	Colour	Green, Blue, Red	Size (w x h)	30 cm x 33 cm or higher	Print	iStart Logo in front	Sample-1 (front, back) Sample-2 (front, back)	
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		<div style="display: flex; justify-content: space-around;">   </div> <p>a) Participant/Delegates Kit (total for all events):</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 20%;">Quantity</td> <td>As per above table to be inserted in delegate Bag</td> </tr> </table> <ul style="list-style-type: none"> Badges & Lanyards (to be printed by EMA, DoIT&C/ RISL will provide design, sample as under) These shall be changed as per the event name & theme (at least three types). <div style="display: flex; justify-content: space-around; align-items: center;">    </div> <ul style="list-style-type: none"> Brochure (to be provided by DoIT&C/ RISL) Notepad (to be provided by EMA, 10 sheets, Single Line/ Blank sheets, A5 Size/14 cm x 22 cm, hard cover & back, spiral on top preferred, 70 GSM or higher) Pen (to be provided by EMA – Good quality Ball point/ Gel pen) Any other distribution material provided by DoIT&C/ RISL <p>Note: - Bidders may suggest better alternatives of these items before or during Pre bid meeting for consideration of Purchasing Authority. The EMA should maintain the theme and execute the work with high quality. Sub-standard quality will not be accepted at all.</p>	Quantity	As per above table to be inserted in delegate Bag																														
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4	Venue Design, Development & Management	<p>Major event set up areas and requirements are as below:</p> <ol style="list-style-type: none"> Registration Area Activity/ Stage Area Tea/ Food Area <p>1. Registration Area Setup:</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Setup Location</td> <td>Event Location</td> </tr> <tr> <td>Purpose</td> <td>Registration for the event activities</td> </tr> </table> <p>Indicative Requirements, at each of the event location, are listed below:</p> <table border="1" style="width: 100%;"> <thead> <tr> <th>SNo</th> <th>Category</th> <th>Item Description</th> <th>Unit</th> <th>Qty.</th> </tr> </thead> <tbody> <tr> <td>1</td> <td rowspan="3">Setup</td> <td>Queue Manager</td> <td>Nos.</td> <td>6</td> </tr> <tr> <td>2</td> <td>Tables (6'x2') with cover cloth</td> <td>Nos.</td> <td>3</td> </tr> <tr> <td>3</td> <td>Banquet Chairs</td> <td>Nos.</td> <td>4</td> </tr> <tr> <td>4</td> <td>Decoration</td> <td>Flower Vase</td> <td>Nos.</td> <td>1</td> </tr> <tr> <td>5</td> <td>Staff Requirement</td> <td>Support Staff – Executives with laptops for Delegate registration</td> <td>Nos.</td> <td>2</td> </tr> </tbody> </table>	Setup Location	Event Location	Purpose	Registration for the event activities	SNo	Category	Item Description	Unit	Qty.	1	Setup	Queue Manager	Nos.	6	2	Tables (6'x2') with cover cloth	Nos.	3	3	Banquet Chairs	Nos.	4	4	Decoration	Flower Vase	Nos.	1	5	Staff Requirement	Support Staff – Executives with laptops for Delegate registration	Nos.	2
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		Networking Dinner	08:00 PM Onwards	As per Menu (d)								
		<p>a) <u>Proposed Menu for Morning Tea:</u></p> <ul style="list-style-type: none"> ▪ Tea, Coffee ▪ Two types of Assorted Cookies/ Biscuits ▪ Any One (Cutlet/ Kachori/ Samosa/ Poha/ Dhokla/ Sandwich) <p>b) <u>Proposed Menu for Lunch (packed):</u></p> <ul style="list-style-type: none"> ▪ One Salad ▪ Two Vegetables (Paneer/ Seasonal/ Dum Aloo) ▪ One Rice ▪ One Daal ▪ One Curd Raita ▪ Two Indian Breads ▪ One Desert ▪ Paper Napkin, Spoon, Pickle, Mouth freshener ▪ One 500 ml water bottle <p>c) <u>Refreshment (Lunch):</u></p> <ul style="list-style-type: none"> ▪ One Salad ▪ Chole Bhature/ Pav Bhaji/ or equivalent ▪ One Desert (Gulab Jamun/ Jalebi/ etc.) ▪ Paper Napkin, Spoon, Pickle <p>d) <u>Networking Dinner:</u></p> <ul style="list-style-type: none"> ▪ To be arranged at a hotel/ restaurant with good ambience ▪ Only Veg. food (no alcohol & non-veg. should be used) <p>e) <u>Water Dispensers with paper cups/ glasses for participants – 3 in no.</u> (at each event location)</p> <p>f) <u>Water Bottles – 200 nos. of 200 ml</u> (at each event location)</p> <ul style="list-style-type: none"> • The Caterer should have a valid Food License issued by the competent authority. • Crockery- <ul style="list-style-type: none"> ○ The crockery & cutlery being used should be light weight and of good quality/ standard. ○ Napkins should be of Cotton White colour. ○ Please note that the above menu shall be changed on each consecutive serving. Menu must be shared and approved with DoIT&C/ RISL team before serving. 										
5	Photography and Videography	<p>a) Complete Professional Photography (including Group Photographs) and HD Videography of various activities across the entire event area (each).</p> <p>b) The EMA shall also provide a Live Feed Input to DoIT&C/ RISL team for their internal broadcasting, if required.</p> <p>c) The EMA shall also provide the Digital version of all the captured photos and video in two sets (02 no.) External Hard disk drives to DoIT&C/ RISL for each event.</p> <p>d) Spot Mixer required for power and all accessories.</p> <p>e) Date wise breakup of requirement of Photographer and Videographer:</p> <table border="1"> <thead> <tr> <th>Date & Time</th> <th>Description</th> <th>Qty. [Nos.]</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Event at each location</td> <td>Photographer</td> <td>1</td> </tr> <tr> <td>Videographer</td> <td>1</td> </tr> </tbody> </table>			Date & Time	Description	Qty. [Nos.]	Event at each location	Photographer	1	Videographer	1
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6	Taxi/ Cab/ Bus/ Truck Arrangements / Conveyance Arrangements	<p>a) The EMA would be responsible for providing all logistics support for comfortable stay of delegates including the pick and drop from the place of stay / event site as per the given schedule by DoIT&C/ RISL. The guest would be accommodated in the respective hostels as decided by DoIT&C/ RISL</p> <p>b) The tentative plan of team movement is given below:</p>										

SNo	Activity	Scope of Work				
		Srl	Activity	Innova Crysta	Remarks	
		1	iStart Namita Thapar Mentors Training Program – Jaipur	2	Local Jaipur	
		2	iStart Investor Pitching (1 day) – Jodhpur	3	Three Days (One day before, event day, and the day after the event) to-fro Jaipur	
				2	Local Jodhpur	
		3	iStart Investor Pitching (1 day) – Jaipur	2	Local Jaipur	
		4	Divisional Level Startup Workshop (1 day) at 8 locations	16 (2x8)	Three Days (One day before, event day, and the day after the event) to-fro Jaipur at 8 Div. HQ	
		5	iStart Investor Pitching (1 day) – Kota	5	Three Days (One day before, event day, and the day after the event) to-fro Jaipur	
		<p>c) The vehicles should be of good condition with clean seat covers. Payment for additional hours/ km., if any, shall be paid on prorated basis as per actual quoted cost for the respective vehicle type.</p> <p>d) The EMA would be responsible for providing all logistics support for comfortable stay of delegates including transportation between pick and drop from Airport/ Railway Station/ Bus stand/ Hotel/ place of stay to & fro the event site as per the requirement. The guest would be accommodated in the respective hotels as decided by DoIT&C</p> <p>e) All the drivers must be well dressed and polite in behaviour. All boarding & lodging arrangements for drivers by EMA.</p> <p>f) Quoted cost will include parking charges, toll and any other charges.</p>				
7	Stay Arrangements at various Hotels	<p>a) The selected bidder shall provide accommodation (inclusive of complimentary breakfast) in below mentioned category of hotels or equivalent hotels for all invited Guests and DoIT&C/ RISL team as per the category.</p> <p>b) The hotel shall be four star or equivalent.</p>				
		Srl	Activity	Single/ Double	Approx. Total Room Nights	Remarks
		1	iStart Namita Thapar Mentors Training Program – Jaipur	S	14	7 rooms for 2 nights
		2	iStart Investor Pitching (1 day) – Jodhpur	S	30	15 rooms for 2 nights
				D	6	3 rooms for 2 nights
		3	iStart Investor Pitching (1 day) – Jaipur	S	30	15 rooms for 2 nights
		4	Divisional Level Startup Workshop (1 day) at each of the 8 locations	S	120	5 rooms for 3 nights
				D	72	3 rooms for 3 nights
		5	iStart Investor Pitching (1 day) – Kota	S	30	15 rooms for 2 nights
				D	6	3 rooms for 2 nights
8	Overall up-keeping	<ul style="list-style-type: none"> Cleaning and up-keeping arrangements at entire venue 				
9	Sound Setup (for each event location)	<p>Indicative requirements for various sets of sound system required for each event location are mentioned as below:</p> <ul style="list-style-type: none"> 4 Top VRX, 02 Base, necessary Digital Mixer, 4 Cordless Mics, 1 lapel mic, Jack to Jack Cables, amplifier and all connectivity – 1 no. Live Mixer for Audio, Video feed for webcast and LED walls – 1 nos. Indoor LED wall sound input/ output integrated with system to run videos Webcasting as required 				

SNo	Activity	Scope of Work
		<ul style="list-style-type: none"> Seamless integration will be required with Sound system (input/output) of DoIT&C/ RISL VC setup with event sound system, if required
10	Support Staff	<ul style="list-style-type: none"> The selected bidder shall provide Two nos. of Support Staff at each of the event location
11	Miscellaneous (for each event location)	<ul style="list-style-type: none"> First aid Kit – 1 sets at each venue setup location Welcome Plants with Pot (small size) – 36 nos. (min. 3 for each event location) 1 no. of technician for Sound expert at event location Fire extinguishers as required (min. 2 per event location) Sufficient Housekeeping staff with garbage bags and trolleys
<p>Note: For all event activities, “Activity Start Date-Time” may vary by 12 hours [Prepone/ Postpone] from the time as mentioned in below sub-sections. DoIT&C/ RISL shall inform EMA about the change of schedule well in advance.</p>		

- 3) The quantities indicated in above Scope of work are minimum indicative quantities. The bidder shall quote the lumpsum cost of complete execution/management of 12 events as per the scope of work and quantities specified for each item under different line items. Order to the selected EMA shall be placed on agreed value of total lump sum cost towards execution of the events. However, there may be chances of reduction/ increment in quantities of scope of work. The additional payment towards additional quantities executed/ supplied would be made considering the cost of item quoted by selected EMA in annexure-2 i.e.BoQ-2 for additional item. In case of reduction in quantities the amount will be deducted towards non-execution/supply of quantities considering the rates quoted by selected EMA in annexure-2 i.e. BoQ-2 for additional item with the maximum cap of quantity specified in annexure-2 i.e. BoQ-2 for additional item.
- 4) **Other Miscellaneous activities/ tasks-**
- a) The above list is a tentative/ indicative list and the bidder would be required to undertake any other relevant activity as required by the tendering authority for smooth and successful completion of the overall event.
 - b) Additional goods and/ or related services, if any, provisioned by the EMA during the event shall be paid on mutually agreed terms and as per the decision by CMC. The decision of the CMC, for payments towards additional goods and/ or related services, shall be final and binding upon the EMA.
 - c) The detailed schedule of the event would be provided to bidder at appropriate time. The quality of each and every item of the scope of work as mentioned above should be got approved by the tendering authority. The standard of each item should be of three /four-star ratings.
 - d) Conduct the event keeping in mind the best interest of the growth of the industry in the State of Rajasthan.
 - e) The theme & designs proposed for the events should be original and innovative. Sub-standard quality will not be accepted at all.
 - f) Samples of candidate kit bags, mementoes & any other items have been given to ensure standardisation and will not be ordinarily changed. But, if a bidder has an alternative and better idea in keeping with the overall theme and design of the conference event, they can be changed with prior approval from the tendering authority provided financial benefit, if any, due to this, is passed to the Purchaser.
 - g) Obtain necessary permissions and NOCs, if required and as applicable.
 - h) Ensure the execution of works in accordance with the provisions of this document and as per the instructions from the designated officers of DoIT&C.
 - i) Arrange for crowd management activities and undertake enough measures to handle an emergency situation
 - j) Arrange for appropriate on-site medical facilities and first aid arrangements at Venue
 - k) Coordinate with the Police Department, RTO, fire and emergency services, for suitable permissions/ arrangements.
 - l) Civil Infrastructure Services-**
 - a. Designs should be harmonious to the existing culture of Rajasthan.
 - b. All the materials shall be conforming to IS codes or as per the samples approved by DoIT&C. Defective, cracked materials shall not be used.
 - c. The EMA shall not wilfully or otherwise damage, defile, alter, change or deface in any manner whatsoever, the walls of the venue, its foundation, etc. nor shall support,

- suspend, hang, or in any improper way fix any weight articles, etc., other than the samples approved by DoIT&C.
- d. Carpet should be new, clean, patch-free and joint shall be covered with tape of matching colour.
- e. All outdoor lighting fixtures should be waterproof.
- f. Signage height and letter size should be visible and placed in prominent and strategic locations.
- g. EMA shall clean/ clear the entire venue site before start of an event and also after the completion of the event.
- h. Emergency exit and fire precaution shall be taken care of.
- i. Flowers and plants shall be fresh, well groomed and should be replaced on a daily basis.
- j. All the furniture, wherever provided, should be firm and comfortable.
- k. There must be smooth entry and exit to the structure. The movement within the venue shall be barrier free and friendly to physically challenged people.
- l. All empty cartons and crates, if any, must be labelled and removed from the exhibition grounds.
- m. No over night parking of trucks or tempos is permitted at the exhibition area/property during move-ins, show hours and move-outs.
- m) Mechanical/ Electrical Materials & Power Source-**
 - a. All electrical materials to be used like wires, cables, switchgears, fuses witch units, metal clad switches, Insulation tap, lugs, cable glands etc. should be with I.S.I. mark.
 - b. Where explicit specifications are not available, the work shall be executed as per the industry standards and on approval of the samples by DoIT&C.
 - c. Lighting & Sound System
 - i. Outdoor lighting fixtures should be waterproof.
 - ii. Each plug points should have properly connected earth wire.
 - iii. Each plug should be properly fixed.
 - iv. Appropriate Sound System with CD Players, Microphones, Speakers etc. should be used to distribute sound through entire pavilion.
 - v. Provision should be made for additional requirement of equalizers, additional echo system, cordless microphone, etc.
- 5) The quality of each and every item under the Scope of Work, as mentioned above, should be first got approved by the designated officers of DoIT&C and then deployed at the Venue.
- 6) The standard of each item should be of five /four star ratings.

5. INSTRUCTION TO BIDDERS (ITB):**1) Sale of Bidding/ Tender Documents**

- a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
- b) The bidding documents shall be made available to any prospective bidder who pays the price for it in cash or by bank demand draft, banker's cheque.

2) Pre-bid Meeting/ Clarifications-

- a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- b) A pre-bid event is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such event shall be intimated to all bidders and where applicable, shall be published on the respective websites.
- c) The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -
 - a. Last date of submitting clarifications requests by the bidder: as per NIB
 - b. Response to clarifications by procuring entity: as per NIB
- d) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites

3) Changes in the Bidding Document

- a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
- d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:
Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

4) Period of Validity of Bids

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

5) Format and Signing of Bids

- a) Bidders must submit their bids online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c) A Single stage Two part/ cover system shall be followed for the Bid: -
- Technical Bid, including fee details, eligibility & technical documents
 - Financial Bid
- d) The technical bid shall consist of the following documents:-

Table 5.1 :- Technical Bid Documents		
SNo.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (e-Proc)	Instrument/ Proof of submission (PDF)
3.	Bid Security	Instrument/ Proof of submission (PDF)
Technical Bid		
4.	Technical Bid – Covering Letter	On bidder's letter head duly signed by authorized signatory (PDF)
5.	SELF-DECLARATION	Annexure-3 (PDF)
6.	CERTIFICATE OF CONFORMITY/ NO DEVIATION	Annexure-4 (PDF)

- e) Financial bid shall include the following documents: -

Table 5.2 :- Financial Bid Documents		
SNo.	Documents Type	Document Format
1.	Financial Bid – Covering Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-1 (PDF)
2.	Financial Bid - Format	As per BoQ (.XLS) format available on e-Procurement portal
3.	Per Item Rate	As per Annexure-2 (.XLS)

- f) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the bidder.

6) Cost & Language of Bidding:

- The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

7) Alternative/ Multiple Bids: Alternative/ Multiple Bids shall not be considered at all.

8) Bid Security: Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

- In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.

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- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
 - g) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
 - h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
 - i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - a. when the bidder withdraws or modifies its bid after opening of bids;
 - b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
 - j) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
 - k) No interest shall be payable on the bid security.
 - l) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
 - m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
 - a. the expiry of validity of bid security;
 - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - c. the cancellation of the procurement process; or
 - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.
- 9) **Deadline for the submission of Bids:**
- a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
 - b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.
- 10) **Withdrawal, Substitution, and Modification of Bids:**
- a) If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/or financial cover) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit".
 - b) Bids withdrawn shall not be opened and processes further.
- 11) **Opening of Bids:**
- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
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- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) All the documents comprising of Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to DoIT&C).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
 - a. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
 - b. bid is valid for the period, specified in the bidding document;
 - c. bid is unconditional and the bidder has agreed to give the required performance security; and
 - d. other conditions, as specified in the bidding document are fulfilled.
 - e. any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

12) Selection Method:

- a) Selection method is Least Cost Based Selection (LCBS or L1). It is assumed that additional quantities for some of the items listed in annexure-5 (BOQ-2) may be required during execution of an event. **The, L1 bidder would be arrived as under:**
 - **Step 1:** 80% weightage of BOQ-1 i.e. Total lumpsum cost towards execution of meeting (as per the entire scope of work) i.e. $X = (BOQ-1 \times (80/100))$
 - **Step 2:** 20% weightage of BOQ-2 i.e. Total cost quoted by a bidder towards additional quantities i.e. $Y = (BOQ-2 \times (20/100))$
 - **Step 3:** Total Quoted Cost by a bidder $(TQC_n) = X_n + Y_n$
 - **Step 4:** Hence, as per the above formula each bidder cost weightage will be calculated (viz. TQC1, TQC2, TQC3, etc.) and then as per LCBS L1 bidder shall be decided.
- b) However, the order would be placed for execution of the meeting at lump sum cost towards execution of an event as per the entire scope of work.

13) Clarification of Bids:

- a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-Procurement portal.
- b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

14) Evaluation & Tabulation of Technical Bids:

a) Determination of Responsiveness

- a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of technical criteria of the bidding document.
- b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
 - i. "deviation" is a departure from the requirements specified in the bidding document;

- ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- c. A material deviation, reservation, or omission is one that,
- i. if accepted, shall:-
 - 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 - 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
 - ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.
- b) Non-material Non-conformities in Bids:**
- a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
 - b. The bid evaluation committee may request the bidder to submit the necessary information or document within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
 - c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.
- c) Tabulation of Technical Bids, if invited:**
- a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
 - b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- d)** The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- e)** The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.
- 15) Evaluation & Tabulation of Financial Bids:** Subject to the provisions of "Acceptance of Successful Bid and Award of Contract" below, the procuring entity shall take following actions for evaluation of financial Bids:-
- a) The financial Bids of the technically qualified bidders, shall be opened online at notified time, by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present.
 - b) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
 - c) conditional Bids are liable to be rejected;
 - d) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
 - e) the financial bids shall comprise of two parts:
 - a. Part A, lumpsum cost of the project
 - b. Part B, per item rate (as per Annexure 5)
 - f) the evaluation shall follow the process mentioned at clause 12 above for calculation of L1:

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- g) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
 - h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
 - i) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.
 - j) To evaluate a financial bid, the tendering authority shall consider the following: -
 - a. The bid price as quoted in accordance with bidding document.
 - b. Price adjustment for correction of arithmetic errors in accordance with bidding document.
 - k) Additional quantities supplied/executed (if any), the payment for additional quantity will be made as per the rates submitted in annexure-5.
 - l) All rates quoted must be FOR destination and should include all incidental charges except GST which should be shown separately. In case of local supplies the rates should include all taxes, etc., and no cartage or transportation charges will be paid by the Government and the delivery of the goods shall be given at the premises of Purchaser. Goods 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 case goods to be purchased are for the purpose of resale or use as manufacture of any goods for sale, the rates shall be inclusive of Octroi and local tax. In the former case, a certificate in the prescribed form will be furnished along with the supply order.
- 16) **Correction of Arithmetic Errors in Financial Bids:** The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -
- a) 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 bid evaluation committee 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;
 - b) 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
 - c) 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 clause (a) and (b) above.
- 17) **Negotiations:**
- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
 - b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
 - c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
 - d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
 - e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
 - f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
 - g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.
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18) Exclusion of Bids/ Disqualification:

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
 - a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - d. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - e. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
 - a. communicated to the concerned bidder in writing;
 - b. published on the State Public Procurement Portal, if applicable.

19) Lack of competition:

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
 - a. the price quoted by the bidder is assessed to be reasonable;
 - b. the Bid is unconditional and complete in all respects;
 - c. there are no obvious indicators of cartelization amongst bidders; and
 - d. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.
- c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
- d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

20) Acceptance of the successful Bid and award of contract:

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee, has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the

contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.

- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
 - g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within three days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
 - h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
 - i) The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.
- 21) **Information and publication of award:** Information of award of contract shall be communicated to all participating bidders and published on the respective website(s) as specified in NIB.
- 22) **Procuring entity's right to accept or reject any or all Bids:** The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.
- 23) **Performance Security:**
- a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
 - b) The amount of performance security shall be 5% of the amount of LOI/ supply order including GST in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply including GST and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.
 - c) Performance security shall be furnished in any one of the following forms: -
 - a. Bank Draft or Banker's Cheque of a scheduled bank;
 - b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 - c. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
 - d. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
 - d) Performance security furnished in the form specified in clause [b.] to [e.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

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- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
 - a. When any terms and condition of the contract is breached.
 - b. When the bidder fails to make complete supply satisfactorily.
 - c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
 - f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
 - g) No interest shall be payable on the PSD.

24) Execution of agreement:

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
- b) The successful bidder shall sign the procurement contract within 3 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.
- c) If the bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder..
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.
- e) After signing of procurement contract/agreement and submission of required performance security, Purchaser will issue the Work Order to successful bidder.

25) Confidentiality:

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
 - a. impede enforcement of any law;
 - b. affect the security or strategic interests of India;
 - c. affect the intellectual property rights or legitimate commercial interests of bidders;
 - d. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.
- c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

26) Cancellation of procurement process:

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
 - a. at any time prior to the acceptance of the successful Bid; or
 - b. after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder whose Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -

- a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
- b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

27) Code of Integrity for Bidders:

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity include provisions for: -
 - a. Prohibiting
 - i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
 - v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 - vi. 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;
 - vii. any obstruction of any investigation or audit of a procurement process;
 - b. disclosure of conflict of interest;
 - c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
 - a. exclusion of the bidder from the procurement process;
 - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - c. forfeiture or encashment of any other security or bond relating to the procurement;
 - d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
 - e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

28) Interference with Procurement Process: A bidder, who: -

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful bidder;
- c) fails to enter into procurement contract after being declared the successful bidder;
- d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds,

shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

29) Appeals:

- a) Subject to "Appeal not to lie in certain cases" below, 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 guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 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:

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- a. Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:
 - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
 - b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
 - c) If the officer designated under (a) above fails to dispose of the appeal filed under that subsection within the period specified in (b) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (b) above or of the date of receipt of the order passed under (b) above, as the case may be.
 - d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
 - e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be :
First Appellate Authority: Commissioner & Joint Secretary, IT&C, GoR
Second Appellate Authority: Addl. Chief Secretary, IT&C, GoR
 - f) Form of Appeal:
 - a. Every appeal under (a) and (c) above shall be as per Annexure-4 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.
 - g) Fee for Appeal: 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 payable in the name of Appellate Authority concerned.
 - h) 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 (c) shall also be placed on the State Public Procurement Portal.
 - i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.
- 30) **Stay of procurement proceedings:** While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.
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- 31) **Vexatious Appeals & Complaints:** Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the “The Rajasthan Transparency Public Procurement Act 2012”, with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.
- 32) **Offenses by Firms/ Companies:**
- a) Where an offence under “The Rajasthan Transparency Public Procurement Act 2012” has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:
Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
 - b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
 - c) For the purpose of this section-
 - a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and
 - b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.
 - d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.
- 33) **Debarment from Bidding:**
- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
 - a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
 - b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
 - c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of “Code of Integrity for bidders” above, it may debar the bidder for a period not exceeding three years.
 - d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
 - e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.
- 34) **Monitoring of Contract:**
- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
 - b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the

- process of completion of work may be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.
- c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery. If still there is an delay in the delivery or quality of goods and services during and before the event and having a direct/indirect adverse impact on any event activity, attributable to the selected EMA.
 - d) In case of non-delivery of goods and services or non-acceptance of good and services by the purchaser, before and during the event , the same shall lead to "Non Performance".
 - e) In case EMA fail to deliver services in time or as per desired quality, the CMC will carry out the impact assessment of same and accordingly determine the penalty to be imposed on EMA, the penalty amount will be deducted from the amount payable to EMA.
 - f) Delay in performance/ delivery of good and services for reasons non-accountable to the IA or due to reasons beyond control, may be dealt with accordingly.
 - g) The Purchaser may also forfeit the Performance Security Deposit and also debar the selected bidder from bidding (for all types and form of bids) for at least three years in DoIT&C.
 - h) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
 - i) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
 - j) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

The Procurement process under this bidding document, terms & conditions mentioned herein are governed by the RTPP Act, 2013. Bidders should read these conditions carefully and comply strictly while sending their bids.

Definitions:

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- h) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
- i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
- j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- k) "Supplier/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
- l) "The Site," where applicable, means the designated project place(s) named in the bidding document.

Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

- 1) **Contract Documents:** Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
- 2) **Interpretation:**
 - a) If the context so requires it, singular means plural and vice versa.
 - b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected Bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
 - c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
 - d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or

- the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
 - f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 3) **Language:**
- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.
 - b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
- 4) **Service of Notice, Documents & Orders:**
- a) A notice, document or order shall be deemed to be served on any individual by -
 - a. delivering it to the person personally; or
 - b. leaving it at, or sending it by post to, the address of the place of residence or business of the person last known;
 - c. on a body corporate by leaving it at, or sending it by post to, the registered office of the body corporate.
 - b) When the procedure laid down in (a) above is followed, service shall be deemed to be effected by properly addressing, preparing and posting the document, notice or order, as the case may be.
- 5) **Scope of Supply:**
- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
 - b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
 - c) Additional goods and/ or related services, if any, provided by the selected bidder, shall be paid on mutually agreed terms & conditions and as decided by the CMC. The decision of the CMC shall be final and binding upon the selected bidder.
- 6) **Delivery & Installation:**
- a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
 - b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
 - c) The Supplier/ Selected Bidder shall arrange to supply, install and commission the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the PO/ WO.
 - d) Shifting the place of Installation: The user will be free to shift the place of installation within the same city /town/ district/ division. The successful/ selected bidder shall provide all assistance, except transportation, in shifting of the equipment. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.
- 7) **Supplier's/ Selected Bidder's Responsibilities:** The Supplier/ Selected Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.

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- 8) **Purchaser's Responsibilities:**
- a) Whenever the supply of goods and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.
 - b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.
- 9) **Contract Price:**
- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
 - b) Prices charged by the Supplier/ Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.
- 10) **Recoveries from Supplier/ Selected Bidder:**
- a) Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills.
 - b) Amount may also be withheld to the extent of short supply, breakages, and rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department.
 - c) In case, recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.
- 11) **Taxes & Duties:**
- a) The TDS, if applicable, shall be deducted at source/ paid as per prevailing rates.
 - b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
 - c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
 - d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.
- 12) **Sub-Contracting:**
- a) The bidder shall not assign or sub-let his contract or any substational part thereof to any oher agency without the permission of Purchaser/Tenduring authority.
 - b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.
 - c) Subcontractors, if permitted, shall comply with the provisions of bidding document and / or contract.
- 13) **Specifications and Standards:**
- a) All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conform to the specifications shall be final and binding on the supplier/ selected bidder.
 - b) Technical Specifications and Drawings
 - i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
 - ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or

- designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.
- 14) **Packing and Documents:**
- a) The Supplier/ Selected Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.
- 15) **Transportation:** The supplier/ selected bidder shall be responsible for transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.
- 16) **Inspection:**
- a) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ selected bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided. Inspection shall be made at supplier's/ selected bidder's godown at Jaipur (at supplier's/ selected bidder's cost).
- b) The supplier/ selected bidder shall furnish complete address of the premises of his factory, office, go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.
- c) After successful inspection, it will be supplier's/ selected bidder's responsibility to dispatch and install the equipment at respective locations without any financial liability to the Purchaser. However, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.
- 17) **Samples:**
- a) When notified by the Purchaser to the supplier/ bidder/ selected bidder, Bids for articles/ goods marked in the BoM¹ shall be accompanied by four sets of samples of the articles quoted properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train, etc., should be despatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/ food items should be given in a box or in paper bags at the cost of the bidder (avoiding single use plastic).
- b) Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the bidder and serial number of the item, of which it is a sample in the schedule.
- c) Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. DoIT&C shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained.

- The Samples shall be collected by the supplier/ bidder/ selected bidder on the expiry of stipulated period. DoIT&C shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by DoIT&C and no claim for their cost, etc., shall be entertained.
- d) Samples not approved shall be collected by the unsuccessful bidder. DoIT&C will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
 - e) Supplies when received may be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like STQC (ETDC) and the like and the supplies will be accepted only when the articles conform to the standard of prescribed specifications as a result of such tests.
 - f) The supplier/ selected bidder shall at its own expense and at no cost to the Purchaser carry out all such tests and/ or inspections of the Goods and Related Services as are specified in the bidding document.
- 18) **Drawl of Samples:** In case of tests, wherever feasible, samples shall be drawn in four sets in the presence of selected bidder or his authorised representative and properly sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories and/ or testing house and the third or fourth will be retained in the office for reference and record.
- 19) **Testing charges:** Testing charges shall be borne by the Government. In case of test results showing that supplies are not upto the prescribed standards or specifications, the testing charges shall be payable by the selected bidder.
- 20) **Rejection:**
- a) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.
 - b) If, however, due to exigencies of DoIT&C's work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
 - c) The rejected articles shall be removed by the supplier/ bidder/ selected bidder within stipulated time period from the intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the selected bidder's risk and on his account.
- 21) **Extension in Delivery period, Extent of Quantity – Repeat Orders and Liquidated Damages (LD):**
- a) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period on receipt of the firm order from the Purchase Officer.
 - b) The Selected bidder shall arrange supplies within the stipulated time period.
 - c) If the orders are placed in excess of the the quantities, the bidder shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the bidding document. If the bidder fails to do so, the Purchase Officer shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the bidder.
 - d) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
 - e) In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or service which the supplier/ selected bidder has failed to supply/ install/ complete : -

No.	Condition	LD %*
a.	Delay up to one fourth period of the prescribed period of delivery, successful installation and completion of work	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery, successful installation and completion of work	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	7.5 %
d.	Delay exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	10.0 %

- i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.
- ii. The maximum amount of liquidated damages shall be 10% of the contract value.
- iii. *The percentage refers to the payment due for the associated works/ goods/ service.

22) **Freight:**

- a) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay the freight together with departmental charge 5% of the freight will be recovered from the suppliers bill.
- b) R.R. should be sent under registered cover through Bank only.
- c) In case supply is desired to be sent by the purchase officer by passenger train, the entire railway freight will be borne by the bidder.
- d) Remittance charges on payment made shall be borne by the bidder.

23) **Payments:**

- a) Advance Payment will not be made except in rare and special cases. In case of advance payment being made, it will be against proof of despatch and to the extent as prescribed in financial powers by rail/ reputed goods transport companies, etc., and prior inspection, if any. The balance, if any, will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection not given to the bidder.
- b) Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on submission of bill in proper form by the bidder to the Purchase Officer in accordance with G.F. & A.R all remittance charges will be borne by the bidder.
- c) In case of disputed items, 10% to 25% of the amount shall be withheld and will be paid on settlement of the dispute.
- d) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

24) Bidders must make their own arrangements to obtain import licence, if necessary. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Purchase Officer.

25) **Settlement of Disputes:** 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.

26) All legal proceedings, if necessary arise to institute may by any of the parties (Government of Contractor) shall have to be lodged in courts situated in Rajasthan and not elsewhere.

27) **Limitation of Liability:** Except in cases of gross negligence or wilful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and
- b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

28) **Force Majeure:**

- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, due to rains at identified locations, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the DoIT&C in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by DoIT&C, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the user department or DoIT&C, the user department or DoIT&C may take the case with the supplier/ selected bidder on similar lines

7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT**1) Payment Terms and Schedule:**

- a) Payment schedule – Payment is admissible (up to the extent of completed event i.e. 100% of the 1/12th of the cost quoted) to the selected bidder only after the successful completion of each event.
- b) The additional payment towards additional quantities executed/supplied would be made considering the cost of items quoted by selected EMA as per annexure-2 i.e. BoQ-2 for additional item. In case of reduction in quantities the amount will be deducted towards non-execution/supply of quantities considering the rates quoted by selected EMA as per annexure-2 i.e. BoQ-2 for additional item with the maximum cap of quantity specified in annexure-2 i.e. BoQ-2 for additional item.
- c) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- d) Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.
- e) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- f) All remittance charges will be borne by the supplier/ selected bidder.
- g) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- h) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- i) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- j) Taxes, as applicable, will be deducted/ paid, as per the prevalent rules and regulations.
- k) Additional goods and/ or related services, if any and apart from SoW mentioned in this bidding document, provisioned by the EMA during the event shall be paid on mutually agreed terms and as per the decision by CMC. The decision of the CMC, for payments towards additional goods and/ or related services, shall be final and binding upon the EMA.
- l) Any flaw on account of selected EMA hindering the smooth functioning of the overall event shall attract appropriate penalty which shall be derived as per quoted prices and/ or as per prevailing market rates and as decided by CMC and same shall be deducted from the due payments to EMA.
- m) In the event of failure of the EMA in satisfactorily performing the assigned tasks or any part of it, the tendering authority will be entitled to get the same executed from any other source/agency. The price charged /cost of the same shall be recoverable from the Event Management Agency
- n) **In case event is postponed or cancelled due to any unforeseen reasons, the payment to the EMA would be made only for the items/ tasks executed or any other expenditure booked/ done towards the event which is not recoverable**

ANNEXURE-1: FINANCIAL BID COVER LETTER & FORMAT

COVER LETTER {to be submitted by the bidder on his Letter head}

To,

The Commissioner & JS,

DoIT&C, Jaipur (Raj.)

Reference: NIB No. : _____ Dated: _____

Sir,

We, the undersigned bidder, having read & examined in detail, the proposal Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Technical specifications, Service Level Standards & in conformity with the said proposal document for the same.

I / We undertake that the proposal/ quote is in conformity with the specifications prescribed. The quote/ proposal is inclusive of all cost likely to be incurred for executing this work. The proposal/ quote is inclusive of all type of government taxes/duties as mentioned in the financial bid (BoQ).

I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this proposal for a period of _____ days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

Building structure and interior/exterior design of the event location shall remain as it is, if it is damaged then it is the responsibility of selected bidder to restore the same to the original shape. All the charges for such restoration work shall be borne by the selected bidder only.

We understand that you are not bound to accept at any moment of time, the lowest or any bid you may receive.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory

Name:

Designation:

Cont..

Financial Bid Format

{to be submitted by the bidder only in BoQ format (.XLS) available at e-Proc portal}

Project Name: Selection of an Event Management Agency (EMA) for conducting Divisional Level Outreach Workshops & other events under the Rajasthan iStart Program					
Reference No:					
Bidder Name:					
Price schedule: (This BOQ template must not be modified/ replaced by the bidder and the same should be uploaded in the e-Procurement website after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)					
S. No.	Activity/ Item Description	Unit	Consolidated Amt. for 12 events in INR (incl. all incidental charges and all Taxes but excl. GST)	GST (in INR) on Col.4	*Total Amt. for 12 events in INR (incl. all incidental charges and all Taxes)
1	2	3	4	5	6 = 4+5
A	Total cost of conducting Outreach Workshops (12 nos.) as per the Scope of Work	Lumpsum			
Total (In INR Words)					

*The EMA shall be required to book travelling (flight/ train to-from Jaipur) tickets for Delegates & Speakers. approx. number 50 nos. The DoIT&C team shall share the itinerary of the delegates well in advance for booking of tickets and hotel rooms. The re-imbusement of the ticket bookings to EMA shall be done as per actuals. **The amount towards this work is NOT TO BE INCLUDED in the lumpsum amount in BoQ-1.**

Important Note- Selection method is Least Cost Based Selection (LCBS or L1). It is assumed that additional quantities for some of the items listed in annexure-2 (BOQ-2) may be required during execution of an event. **The, L1 bidder would be arrived as under:**

- Step 1:** 80% weightage of BOQ-1 i.e. Total lumpsum cost towards execution of the meeting (as per the entire scope of work) i.e. $X = (BOQ-1 \times (80/100))$
- Step 2:** 20% weightage of BOQ-2 i.e. Total cost quoted by a bidder towards additional quantities i.e. $Y = (BOQ-2 \times (20/100))$
- Step 3:** Total Quoted Cost by a bidder (TQC_n) = $X_n + Y_n$
- Step 4:** Hence, as per the above formula each bidder cost weightage will be calculated (viz. TQC_1 , TQC_2 , TQC_3 , etc.) and then as per LCBS L1 bidder shall be decided.
- However, the order would be placed for execution of the meeting at lump sum cost towards execution of an event as per the entire scope of work.

Note:

- Please quote the lumpsum cost of complete event execution/management as per the scope of work and minimum quantities specified for each item. The items for which quantities may increase during execution of an event have been covered in annexure-2.
- The additional quantities supplied/executed of an item covered in annexure-2, the payment for additional quantity will be made as per the rates submitted in annexure-2 and agreed by DoIT&C.
- Order to the selected EMA shall be placed on agreed value of total lump sum cost towards Meeting. However, there may be chances of increment in quantities of scope of work. The additional payment towards additional quantities executed/supplied would be made considering the cost of item quoted by selected EMA in annexure-2 i.e. BoQ-2 for additional item. In case of reduction in quantities the amount will be deducted towards non-execution/ supply of quantities considering the rates quoted by selected EMA in annexure-2 i.e. BoQ-2 for additional item.
- Any other work executed (additional goods and/ or related services) which is not mentioned in this RFQ but required to execute the event smoothly, if any, provided by the selected bidder, shall be paid on mutually agreed terms & conditions and as decided by the Committee. The decision of the Committee shall be final and bidding upon the selected bidder.
- Payments shall be done on prorata basis or as mutually decided for less or more items for complete event duration.

ANNEXURE-2: BoQ (Bill of Quantities) FOR EXPECTED ADDITIONAL ITEMS [INDICATIVE LIST]

Sno	Category	Item Description	Unit	Quantity	Unit Rate (in INR)	Total Amt. F=DxE	GST% on item	GST in INR	Total I= F+H	Rental/ Purchase
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)
1.	Printing	Flex printing with (pasting on wooden wall/Iron Frame) in different sizes (3x6, 4x8, 12x8, 16x10, 24x12 etc.)	Sq. Ft	1200						Procure
2.		Printing & Distribution of Badges	Nos.	480						Procure
3.		Program agenda	Nos.	1						Procure
4.		Certificate Printing (A4 Size Coloured)	Nos.	10						Procure
5.	Distribution Material	Memento	Nos.	1						Procure
6.		Delegate Bag	Nos.	2						Procure
7.	Tentage	Queue Manager	Nos.	10						Event Duration
8.		Tables (6'x2') with cover cloth	Nos.	1						Event Duration
9.		Banquet Chairs with covers	Nos.	1						Event Duration
10.	Electrical / Electronic	LED wall Indoor (3.0 P) in various sizes with riser, masking/ wooden structure and Laptop, switcher & mixer as required	Sq. Ft.	24						Event Duration
11.	Furniture & Fixtures	Centre Table	Nos.	2						Event Duration
12.		Small Side Table	Nos.	1						Event Duration
13.		Dias Chair	Nos.	1						Event Duration
14.		Pedestal Fans	Nos.	1						Event Duration
15.		Tables for exhibition	Nos.	1						Event Duration
16.	Floral & Decoration	Decorative Flower Plants	Nos.	5						Event Duration
17.		Flower Vase	Nos.	2						Event Duration
18.	Food / Refreshments	Tea / Hi-Tea (as per Menu a)	Nos.	10						Event Duration
19.		Lunch (as per Menu b)	Nos.	10						Event Duration
20.		Dinner (as per Menu d)	Nos.	10						Event Duration
21.		Refreshment (as per Menu c)	Nos.	10						Event Duration
22.		Mineral Water Bottles 200 ml	Nos.	10						Event Duration
23.	Hotel	Hotel Room - Single Occupancy	Nos.	1						Room per Night
24.		Hotel Room - Double Occupancy	Nos.	1						Room per Night
25.	Miscellaneous	Large size Dustbins	Nos.	1						Event Duration
26.		Water Dispenser with paper cups	Nos.	1						Event Duration
27.		Welcome plant with pot (small size)	Nos.	1						Event Duration
28.	Taxi / Other Conveyance	Innova Crysta (12hrs/ 120 kms basis)	Nos.	1						Per 8 hrs/ 80 kms
29.		Innova Crysta [8 Hrs/ 80 Km per day basis]	Nos.	1						Per 4 hrs/ 40 kms

RFQ for Selection of EMA for Divisional Level Outreach Workshops

30.	Photographer/ Videographer	Photographer	Nos.	1						Event Duration
31.		Videographer	Nos.	1						Event Duration
32.	Sound Setup	4 Top VRX, 02 Base, 4 cordless mics, 1 lapel mic, 1 amplifier, jack to jack cables and connectivity	Nos.	1						Event Duration
33.		Podium with Goose Neck Mic with necessary cable connectors	Nos.	1						Event Duration
34.		Live mixer	Nos.	1						Event Duration
35.	Manpower	Support Staff - Supervisor	Nos.	1						Event Duration
36.		Support Staff - Executives - Female	Nos.	1						Per Day per Shift
37.		Serving / Attending Staff delegates/ guests	Nos.	2						Per Day per Shift

ANNEXURE-3: SELF-DECLARATION (to be filled by the bidder)

To,
{Procuring entity},

In response to the NIB Ref. No. _____ dated _____ for
{Project Title}, as an Owner/ Partner/ Director/ Auth. Sign.of
_____, I/ We hereby declare that presently our Company/
firm _____, at the time of bidding, :-

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) 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;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-4: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by the bidder}

To,
{Procuring Entity},

_____ ,

CERTIFICATE

This is to certify that, the requirements which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-5: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof

Before the (First/ Second Appellate Authority)

1. Particulars of appellant:
 - a. Name of the appellant:<please specify>
 - b. Official address, if any: <please specify>
 - c. Residential address:<please specify>

2. Name and address of the respondent(s):
 - a. <please specify>
 - b. <please specify>
 - c. <please specify>

3. Number and date of the order appealed against 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:<please specify>

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

5. Number of affidavits and documents enclosed with the appeal:<please specify>

6. Grounds of appeal (supported by an affidavit):<please specify>

7. Prayer:<please specify>

Place

Date

Appellant's Signature