

**Final Request for Proposal (RFP) Document for
Selection of an Event Management Agency (EMA) for Soil Health Card Scheme
Launching Ceremony proposed to be held sometime in 2nd/3rd week of February
2015 at an yone district headquarter in Rajasthan**

NIT Ref. No.:F-6/CAg/chem./2014-15/13022

dated:03-02-2015

Mode of Bid Submission	Online though eProcurement/ eTendering system at http://eproc.rajasthan.gov.in
Tendering Authority/ Purchaser	Secretary and Commissioner Agriculture Pant Krishi Bhawan, Jaipur (Rajasthan)
Last Date & Time of Submission of eBid	Up to 07-02-2015 by 3:00 PM
Date & Time of Opening of Technical eBid	On 07-02-2015 at 3:30 PM

Cost of Tender Document: Rs. 500/- (Rupees Five Hundred Only)

Commissionerate of Agriculture

PantKrishi Bhawan,Janpath, Jaipur

Phone: 0141-2227365 Fax: 0141-5116237

Web: <http://rajasthankrishi.gov.in>, Email: jdagr_chem@rediffmail.com

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ABBREVIATIONS & DEFINITIONS

Authorised 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.
Bidder	"Bidder" means any firm/ agency/ company/ contractor/ supplier/ vendor responding to Invitation for Bids and which is participating in the eBid. Also called offeror or quoter.
CMC	Contract Monitoring Committee
Contract	"The Contract" means a legally enforceable agreement entered into between RISL and the selected bidder(s) with mutual obligations.
Contract/ Project Period	The Contract/ Project Period shall commence from the date of issue of Work order and until successful completion of the event as per the Scope of Work mentioned in this bidding document.
Day	"Day" means a calendar day as per GoR/ GoI.
DIPR	Department of Information & Public Relations, Govt. of Rajasthan
DOA	Department of Agriculture, Government of Rajasthan.
EMA	Event Management Agency
EMD	Earnest Money Deposit/Bid security.
FOR/ FOB	Free on Board or Freight on Board
GoI/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	"Goods" means a tangible physical product that can be contrasted with a service which is intangible i.e. all the products which the bidder is required to supply to Purchaser under the Contract.
INR	Indian Rupee
RISL	Department of Information Technology and Communications, Government of Rajasthan.
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
NIT	Notice Inviting Tender.
PAN	Permanent Account Number
PC	Procurement/ Purchase Committee

PQ	Pre-Qualification
Project Site	“The Project Site”, wherever applicable, means the designated place or places of event execution.
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. Secretary and Commissioner , Agriculture in this procurement.
RFP	Request for Proposal (Bidding document), an early stage in procurement process, issuing an invitation for suppliers, through a bidding process, to submit an electronic proposal (eBid) on a specific commodity or service.
DOA	Department of Agriculture
Services	“Services” means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract. A service is the intangible equivalent of an economic good.
State Government	Government of Rajasthan (GoR)
TIN	Tax Identification Number
VAT/ CenVAT	Value Added Tax/ Central VAT
VC	Video-Conferencing
Venue	Any District Headquarter in Rajasthan
WO/ PO	Work Order/ Purchase Order

INVITATION FOR BIDS (IFB) & NOTICE INVITING TENDER (NIT)

- 1) DOA, on behalf of Government of Rajasthan, invites electronic bid (eBid) proposals from reputed, competent and professional Event Management Agencies (EMA)/ Firms, who meet the minimum eligibility criteria as specified in this bidding document for conducting the **Soil Health Card Scheme Launching Ceremony** proposed to be held sometime in 2nd/3rd week of February 2015 at anyone district headquarter in Rajasthan as per the “Scope of Work” details mentioned in this RFP/ bidding document.
- 2) The complete bidding document has been published on the websites <http://eproc.rajasthan.gov.in>, and <http://rajasthankrishi.gov.in> for the purpose of downloading.
- 3) Bidders, who wish to participate in this bidding process, 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) 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.
- 5) A single-stage two envelope selection procedure shall be adopted.
- 6) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, Tender Fees, RISL Processing Fees and Bid Security (EMD) should be submitted physically at the office of Tendering Authority as prescribed in NIT and scanned copy of same should also be uploaded along with the technical bid/ cover.
- 7) DOA 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.
- 8) Bidders are also advised to refer “Bidders Manual Kit” available at eProc website for further details about the e-Tendering process.
- 9) Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DOA on a regular basis. Bidders interested for training may contact e-Procurement Cell, DOA for booking the training slot.
Contact No: 0141-5116231 (Help desk 10 am to 6 pm on all working days)
e-mail: jdagr_chem@rediffmail.com, eproc@rajasthan.gov.in
Address : Commissionerate of Agriculture, Room No. 262, Pant Krishi Bhawan, Jaipur
- 10) No contractual obligation whatsoever shall arise from the RFP/ bidding process unless and until a formal contract is signed and executed between the tendering authority and the successful bidder(s).
- 11) DOA disclaims any factual/ or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal.

Government of Rajasthan Agriculture Department

SHORT-TERM NOTICE INVITING e-TENDER (NIT)

NIT Ref. No.: F-6/CAg/Chem/2014-15/13021

Dated: 03-02-2015

Agriculture Department, on behalf of Government of Rajasthan, invites electronic bid (eBid) proposals from reputed, competent and professional Event Management Agencies (EMAs), who meet the minimum eligibility criteria as specified in the bidding document for conducting the " Soil Health Card Scheme Launching Ceremony " .

Nature of the Project	Selection of an Event Management Agency (EMA) for Soil Health Card Scheme Launching Ceremony proposed to be held in second/third week of February, 2015.
Cost of Tender Document (non-refundable)	Rs. 500/- (Rupees Five Hundred Only)
RISL Processing Fee (non-refundable)	Rs. 1000/- (Rupees One Thousand Only)
Estimated Project Cost	Rs. 70.00 Lakhs (Rupees Seventy Lakhs Only)
Bid Security/ Earnest Money Deposit (EMD)	Rs. 1.40 Lakh (Rupees One Lakh Forty thousand only)
RFP Publishing Date/ Time	04/02/2015 at 6:00 PM
RFP Download Start Date/ Time	04/02/2015 at 07:00PM onwards
Bid submission Start Date/ Time	05/02/2015 at 10:00AM onwards
RFP Download End Date/ Time	07/02/2015 at 03:00 PM
Bid submission End Date/ Time	07/02/2015 at 03:00 PM
Submission of Tender Fee, Bid Security (EMD), and Processing Fee	From 10:00 AM onwards on 05/02/2015 onwards and up to 3:00 PM on 07/02/2015
Technical Bid Opening Date/ Time	07/02/2015 at 03:30PM
Financial Bid Opening Date/ Time	Will be intimated later to the Technically qualified bidders
Websites for downloading Tender Document, Corrigendum's, Addendums etc.	http://eproc.rajasthan.gov.in http://rajasthankrishi.gov.in http://sppp.rajasthan.gov.in
Bid & EMD Validity	90 Days from the last date of bid submission
* In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, EMD, and RISL Processing Fee up to 03:00PM on 07/02/2015, its Bid shall not be accepted.	

Date: 03/02/2015

**Secretary & Commissioner
Agriculture Department**

1. PROJECT PROFILE & BACKGROUND INFORMATION

- 1) Government of Rajasthan intends to organise "Soil Health Card Launching Ceremony" on 2nd/3rd week of February 2015 at anyone district headquarter in Rajasthan.
- 2) It is expected that event shall be witnessed by Hon'ble Prime Ministers, Chief Minister, MPs, MLAs and Senior officers of both Central and State Government. Also, Public gathering of 60,000 people approx. is also expected to witness the event.
- 3) In order to successfully organize the event, it has been decided to involve the services of a professional & experienced Event Management Agency (EMA) which will be selected through a open competitive bidding process online at eProcurement portal.

2. ELIGIBILITY CRITERIA

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The bidder should be a company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932 OR A Proprietorship firm registered under the Rajasthan Shops & Commercial Establishments Act, 1958 or a similar Act of any other State/ Union.	- Copy of Certificates of incorporation - Copy of Registration Certificates
2	Sales Turnover	Annual Turnover of the bidder during each of the last three financial years, i.e., from 01/04/2011 to 31/03/2014 (as per the last published audited balance sheets), should be at least Rs. 2.00 Crore. Annual Turnover from Group of Companies is also acceptable.	CA Certificate with CA's Registration Number/ Seal
3	Net Worth	The net worth of the bidder, as on 31/03/2014, should be Positive.	
4	Technical Capability	The bidder must have successfully executed/ completed at least one such event management assignment for any Government Organisation/ PSU/ CII/ FICCI/NGOs/State level Associations having minimum work order value of Rs. 60 Lakhs within last Four financial years from the bid submission deadline. OR The bidder must have successfully executed/ completed at least two event management assignments for any Government Organisation/ PSU/ CII/ FICCI/NGOs/State level Associations having minimum work order value of Rs. 35 Lakhs each within last Four financial years from the bid submission deadline.	Copy of Work Orders/ Client Certificates
5	Tax registration and clearance	The bidder should have a registered number of i. VAT/ CST where his business is located ii. Service tax registration iii. Income Tax / PAN number. The bidder should have cleared his VAT/ CST dues up to 31/03/2014 to the Government.	Copies of relevant certificates of registration VAT/ CST clearance certificate from the Commercial Taxes Officer of the Circle concerned
6	Mandatory Undertaking	Bidder should: - a) not be insolvent, in receivership, bankrupt or	A Self Certified letter duly signed by the

S. No.	Basic Requirement	Specific Requirements	Documents Required
		<p>being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;</p> <p>b) not have, and their 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;</p> <p>c) not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>d) comply with the code of integrity as specified in the bidding document.</p>	Auth. Signatory as per Annexure-2

3. SCOPE OF WORK (SoW), DELIVERABLES & TIMELINES

The selected Event Management Agency (EMA) will be required to make the complete arrangements to undertake following indicative tasks, but not limited to, under the supervision and guidance of designated officers for successful completion of the cited event. 4) Indicative Layout of the Event at anyone district headquarter in Rajasthan.

S.No.	Activity	Broad Scope of Work
1	Concept & Plan	<ul style="list-style-type: none"> a) Conceptualize the overall event based on the Venue/ Site. b) Maintain a universal theme for all aspects of the event execution in coordination with government's vision for the event. c) Design the complete event flow which would include the seating plans, man movement, inaugural ceremony, program management, closing ceremony, etc. d) Create an Event Execution Plan (EEP) for executing the event along with detailed specifications of works to be carried out.
2	Printing, Marketing & Promotions	<p>Complete design, fabrication, printing, setup & deployment of flex hoardings, stage backdrop, badges, standees, directions, sign-boards, placards etc. in accordance with the agreed theme and as per details below.</p> <p>Branding/Signage- Design shall be provided by DOA in CDR Format. Print on Normal Media & fitting on Iron Frame. Designing, Fabrication & Deployment of Flex Hoardings at Venue as under: -</p> <ul style="list-style-type: none"> • 25 Welcome Panels of size 12'x4'- Vertical each • 60 Direction Panels of size 8'x4' each • 48 Event hoardings of size 20'x10' across venue and surrounding locations • 1 Main Backdrop on the Stage:- Print on Star Media & fitting on Iron Frame of size 50'X16' • 700 Volunteer Passes/ Badges in Plastic pocket cover and lanyard • 50 Directions & Sign-boards standees at the VVIP/VIP Area • 20 Placards on the Dais at Stage • 2 Podium Logo- Digital print on Sunboard
3	Venue Design, Development & Management	<p>a. MAIN FUNCTION AREA</p> <ul style="list-style-type: none"> • Aluminium Hanger - 100'x 100'/ 100'x 80' (100'/80 width - pillar less) with carpeting and appropriate lighting for setting up of following: <ul style="list-style-type: none"> ○ Stage for VIPs with carpet, masking & stairs- 48'x24'x 4'(H)/ 36'x24'x 4'(H) ○ D' Area of approximately 70' from stage ○ VVIP sitting of approximately 400 VVIPs <p>Stage Setup:</p> <ul style="list-style-type: none"> • 4 Air Conditioning unit of 3.5 Ton • Fresh Flower decoration (50 feet x 2 feet) (e.g. tulip, lily, orchid, Rose etc.) • Min. 8 of Fresh Flower Vase on Dais • 20 Fresh Bouquet for members on Dais • Head Table Setup for 20 VIPs • 40 VIP Chairs • 2 Podiums • 2 Lamp, with ghee, batti, Tray, Steel plate, scissor, Ribbon, Matchbox

		<ul style="list-style-type: none"> • 20 Placards for persons on Dais • Water arrangements and toffee bowls for members on Dais <p>b. D' Area Setup in front of stage</p> <ul style="list-style-type: none"> • Placing of Queue Manager • Flower decoration and planters setup (500 planters) <p>c. Sitting Arrangement for VVIPs after D area</p> <ul style="list-style-type: none"> • 40 Sofa (two seater) • 100 Banquet Chairs • 700 Water bottles/Arrangements for VVIPs • Placement of direction standees <p>d. Sitting Arrangement for Media/VIPs after VVIPs seating</p> <ul style="list-style-type: none"> • Tent structure (100' x 65' x 14' (height) with 30' clear view • 400 Banquet chairs • Placement of direction standees • 400 Water bottles/Arrangements for VVIPs <p>e. Barricading Approximately 30000 RFT</p> <ul style="list-style-type: none"> • Setting up of Barricade & Pathway - Pipe & Jali for managing public movement and covering the area of placement of display Video Walls <p>f. Sitting Setup for General Public</p> <ul style="list-style-type: none"> • Pipe Pandal (Non Waterproof) approx 300000 sq ft • 10,000 Plastic Chairs • 6Risers for Media Personnel
4	VVIP Lounge Setup approx 25000 Sq ft with cloth masking	<p>This area will have to be aesthetically designed</p> <ul style="list-style-type: none"> • wooden platform-4" • 20 Sofa Sets (Two seater and Single Seater) • 10 Centre Table • 10 Chemical Toilets • 40 Banquet Chairs with covers • 3 Air Fresheners • 6 Air Conditioning unit of 3.5 Ton • Flower vase on each table • Serving/ attending staff (Min. 15 Nos.) for VVIP dining (high tea) arrangements for approx 300 VIPs. • Appropriate Lighting arrangements
5	Business Center	<p>Business Centre (three days before final date)</p> <ul style="list-style-type: none"> • 10 Pagoda Structure- 40'x20' with Octanorn Panels for Masking (400 sq ft) • Carpet (8000 sq ft) • Wooden platform-4" high (8000 sq ft) • 25 Tables with masking • 100 Chairs • 100 Power Points • Lighting as per requirement • Control/Storage Room for Business Centre -6mx6m (36 Sq mtr)
6	Food Area Setup	<ul style="list-style-type: none"> • Canopy Structure- Waterproof- 160'x60' (9600 sq ft) • Cloth Masking and Kanaat placement • Round-table setup – 8 Nos with 8 chairs each. • All the tables/ chairs should be properly covered with theme based

		<p>linen, frills, nepron.</p> <ul style="list-style-type: none"> • Appropriate Lighting arrangements
7	Sound and display arrangements at Dias, VIP area and Public are	<p>Smooth and effective Sound System for an event to cover approximately 60000 persons in a stadium with setting up of minimum following</p> <ul style="list-style-type: none"> • Digital Sound Mixer with sufficient auxiliary out (preferably 14 for Event live feed, VC from 2-3 locations, to DIPR and other media agency) • 4 Line Array of 60 Speakers (3500 Watts RMS) with stand to be placed at appropriate location with amplifier • 24 Ground Stack Speakers Top 1200 Watts RMS with stand for VVIP, VIP area with amplifier • 4 Stage Monitors/Speakers • 4 Podium Mikes • 4 Hand Cordless Mike • Accessories, Wiring & connection for All speakers and entire sound system <p>Smooth and effective display of an event & VC covering the entire venue</p> <ul style="list-style-type: none"> • 30 Day Light LED Screens (6.5' X 8.4') (with live program and VC feed) with stand, accessories, wiring etc. <ul style="list-style-type: none"> ○ 2 One each at the both side of the stage ○ 28 to be spread across the venue • 3 LCD TV 42" at stage for Dias (live feed and VC feed)
8	Photography & Videography	<p>Complete Photography (including Group Photographs), HD Videography and feed for Live Webcast (Internet) of the entire event. The EMA shall also provide the Digital version of all the captured photos and video on appropriate number of DVDs (2 Sets)</p> <ul style="list-style-type: none"> • 1 Crane based Videography setup to capture event moments from different angle and height • 8 videographer to cover event moments from different locations • 12 still digital Photographer to capture event moments from different locations
9	High Tea Arrangements	<p>a) Serving/ attending staff (Min. 25 Nos.) for approx 1000 VIPs</p> <p>b) The deployed staff should be well dressed and trained staffs, which are capable of efficiently handling the responsibilities assigned to them.</p> <p>c) All the ingredients/ items used for cooking & serving should be of good quality.</p> <p>d) The crockery (suggestive bone china or equivalent) & cutlery being used should be light weight.</p> <p>e) Food-serving sets and spoon/ forks should be of good quality (suggestive silver plated or equivalent).</p> <p>f) Napkins should be of Cotton White colour of min. size 15" x 15".</p> <p>Proposed Menu for High Tea for VIPs (1000 pacs)</p> <ul style="list-style-type: none"> ○ Tea and Coffee with/without sugar ○ 1 Juice ○ Veg. Sandwich ○ Khaman Dokhla ○ Mini Samosa ○ One sweat ○ 2 types of cookies ○ Drinking Water Bottles <p>For VVIPS approx 400 Nos</p> <ul style="list-style-type: none"> ○ Tea and Coffee with/without sugar ○ 1 Juice

		<ul style="list-style-type: none"> ○ Narayal Pani ○ Fresh Fruits ○ Veg. Sandwich ○ Khaman Dokhla ○ Mini Samosa ○ Salted Dry fruits ○ Two sweets ○ Two type of Cookies ○ Drinking Water Bottles
10	Food packets	<p>Approximately 2000 food packets (lunch/dinner) would be required during five days)</p> <p>Proposed Menu for Food Packets with Paper Napkin and Spoon</p> <ul style="list-style-type: none"> ● One Paneer Veg. ● One Daal ● One Mix-Veg ● One Rice Pulao ● Five Roti ● Salad/ Pickle/ Papad ● One Desert/ Sweet ● Drinking Water Bottle
11	Uninterrupted power supply and lighting	<p>a) The EMA would ensure to conduct the event on uninterrupted power main venue and other VC sites. For this, EMA should arrange requisite number of Generators with sufficient fuel to set up venue, conduct the event and during setting up of structure and dismantling</p> <p>b) EMA would be required to make necessary lighting arrangements at all parts of the venue in addition to lights already available.</p>
12	Arrangement required at any place	<p>Tent setup approximately 500 SQFT</p> <p>Dias setup of size 15'X10' with carpet, stairs</p> <p>10 Dias chairs</p> <p>100 chairs for public</p> <p>1 Video Grapher</p> <p>1 Photo Grapher</p> <p>Video input to VC setup</p> <p>3 Cordless mic</p> <p>3 Speakers</p> <p>2 Plasma TV 42" (one facing to dais and one public facing)</p> <p>All requisite accessories, wiring, cabling etc.</p> <p>Sufficient provision of Power through Generator on event day</p>

1) Other Miscellaneous activities/ tasks

- a) The above list is a tentative 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/ deducted as per prices quoted in Annexure-5: Price for additional good/ services and/ or on mutually agreed terms and as per the decision by designated committee. The decision of the designated committee, 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 the selected EMA later at appropriate point of time and selected EMA would be required to adhere to the stipulated timelines.

- d) The theme & designs proposed for the event should be original and innovative. Sub-standard quality will not be accepted at all. The format and quality of all the goods and related services should be first got approved by the designated officers of the tendering authority and then deployed at the designated locations.
- e) The Venue shall be handed over to the selected EMA on five day before programme for deploying the requisite goods/ material followed by the complete setup of same within the stipulated timelines.
- f) The selected EMA shall conduct the event keeping in mind the best interest of the public of State of Rajasthan.
- g) The selected EMA must obtain all the required permissions and NOCs, as applicable, in compliance to the laws of land.
- h) The selected EMA shall coordinate with all the stakeholders for the successful completion of the cited event.
- i) The selected EMA shall ensure the execution of works in accordance with the provisions of this document and as per the instructions from the designated officers of DOA.
- j) The selected EMA shall arrange proper barricading for crowd management in consultation with DOA/District Administration and shall also coordinate with the Police Department, RTO, fire and emergency services, etc. for suitable permissions/ safety arrangements.
- k) Civil Infrastructure Services
 - a. Designs should be harmonious to the existing culture of Rajasthan.
 - b. The quality of designs, workmanship and services should be at par with a National level Event.
 - c. All the materials shall be conforming to IS codes or as per the samples approved by DOA. Defective, cracked materials shall not be used.
 - d. All structures shall be firmly grounded and stable against wind force, live load and dead loads wherever they are made in an open space.
 - e. The structure shall be engineered structures erected under competent engineering supervision.
 - f. Structures shall be designed and executed considering adverse weather conditions.
 - g. Joinery and supports should be properly engineered, firm and with good finish.
 - h. Colour shall be finished well before to avoid the odour smell and eye burn.
 - i. Wall panels, wherever used, shall be clean, should be in plumb and properly fixed without swing or sway.
 - j. The selected 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 DOA.
 - k. Carpet should be new, clean, patch-free and joint shall be covered with tape of matching

colour.

- l. False ceiling should be in level and joints shall be clean. It shall be painted with appropriate colour.
 - m. All outdoor lighting fixtures should be waterproof.
 - n. Signage height and letter size should be visible and placed in prominent and strategic locations.
 - o. Emergency exit and fire precaution shall be taken care of.
 - p. Flowers and plants shall be fresh, well groomed
 - q. All the furniture, wherever provided, should be firm and comfortable.
 - r. Circulation, wherever applicable, should be easy, should not create blockage.
 - s. 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.
 - t. EMA shall not permit any member of his staff to cook, wash himself, his clothes or utensils anywhere inside the venue area.
 - u. No overnight parking of trucks or tempos is permitted at the event area/ property during move-ins, show hours and move-outs.
 - v. EMA shall have to clean/ clear the entire venue site after the completion of the event up to the satisfaction of the concerned authority.
- l) Mechanical/ Electrical Materials & Power Source
- a. All electrical materials to be used like wires, cables, switchgears, fuse switch units, metal clad switches, Insulation tap, lugs, cable glands etc. should be with I.S.I. mark.
 - b. In any case, PWD electrical specifications for material and workmanship should be followed as a minimum requirement.
 - c. Where explicit specifications are not available, the work shall be executed as per the Industry standards and on approval of the samples by DOA.
 - d. No electrical control/ switch room shall be used to store/ dump exhibits/ packing material and enough space be available for movement.
 - e. Wherever it is unavoidable to lay electric cable under carpet, it shall be covered by wooden ramps. Wiring under carpets shall not have joints.
 - f. All fuse used must be properly rated. Rewiring of damaged fuses is not allowed.
 - g. All power distribution boards, if any, should be properly earthed.
 - h. The EMA, as per load requirement, will make arrangements for power through DG Sets. Complete event is to be managed on DG Sets power supply. Sufficient no of Gensets with diesel are to be provided for required light and power arrangements for flawless organisation of the event. Arrangement for sufficient power supply during preparation days, is also to be ensured. Diesel as per required, for DG Sets should be provided by the selected EMA. Any flaw on part of power will be deemed breach of agreement and may invite penalty as per relevant clause of RFP.

- i. Lighting & Sound System
 - i. Venue should have proper illumination.
 - ii. Outdoor lighting fixtures should be waterproof.
 - iii. Lighting should be done with outdoor type 500W or 1000W Halogen fixtures.
 - iv. At area like entrance where more illumination is required, Metal Halide type fixtures are preferable.
 - v. Each plug points should have properly connected earth wire.
 - vi. Each plug should be properly fixed.
 - vii. Appropriate Sound System with Speakers etc. should be used to distribute sound through entire venue.
 - viii. Provision should be made for additional requirement of equalizers, additional echo system, cordless microphone, etc.

4. INSTRUCTION TO BIDDER (ITB) & BIDDING PROCESS

1) Sale of Tender/ Bidding Document

- a) The sale of bidding documents shall be as per details mentioned in Notice Inviting Bids (NIB). 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.
- c) Bidding documents purchased by Principal of any concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa.

2) Clarifications to the Bidding/ Bid Document

- a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- b) 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: 07/02/2015 at 03.00 PM
 - b. Response to clarifications by procuring entity: 04/02/2015
- c) 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:
- e) 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 envelope/ cover system shall be followed for the eBid -
- Technical bid
 - Commercial bid
- d) The technical bid shall consist of the following documents -

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding Document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (e Procurement)	Proof of submission (PDF)
3.	Bid Security Fee (EMD)	Proof of submission (PDF)
Pre-Qualification/ Technical Documents		
4.	Bidder's Authorisation Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-1
5.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause
6.	Certificate of Conformity/ No Deviation	As per Annexure-3 (PDF)
7.	Proposal for additional items, if any (optional)	See clause 15 (c) b

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

S. No.	Documents Type	Document Format
1.	Covering Letter – Financial Bid + Prices for Additional Good/ Services as per Annexure-5	On bidder's letter head duly signed by authorized signatory and as per Annexure-4 and 5 (PDF)
2.	Financial/ Price Bid	As per BoQ (.XLS) on e Proc website

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 proposal submitted by the bidder.

g) RISL is not in favour of seeking additional documents and/ or clarifications from the bidders after the last date of bid submission. Hence, bidders are advised to prepare and submit the bid accordingly and ensure that all the required documents are in place and in desired order.

6) Cost & Language of Bidding

a) 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.

b) 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.

a) 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.

b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.

c) 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.

- d) 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 or deposited through eGRAS. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- e) 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.
- 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 and Re-submission (Substitution) 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.
- 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 technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to DOA).

- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
- f) bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
- g) bid is valid for the period, specified in the bidding document;
- h) bid is unconditional and the bidder has agreed to give the required performance security; and
- i) other conditions, as specified in the bidding document are fulfilled.
- j) any other information which the committee may consider appropriate.
- k) 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.
- l) 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

The selection method is Least Cost Based Selection (LCBS or L1) i.e. lowest total quoted price bid.

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 pre-qualification/ eligibility 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 like audited statement of accounts/ CA Certificate, Registration Certificate, VAT/ CST clearance certificate, ISO/ CMMi Certificates, etc. 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) Technical Evaluation Criteria

- a) The technical evaluation shall be completed by the designated Procurement Committee as early as possible after opening of technical bids. It shall examine the technical bid as per the pre-qualification & technical documents submitted by the respective bidder.
- b) A bidder shall be considered to be eligible, if it meets the requirements of the eligibility criteria given in chapter titled “Eligibility Criteria”.
- c) Technical Criteria:

- a. All the eligible bidders who have given a certificate of conformity/no deviation and meet the conditions of this RFP shall be called to make a presentation to demonstrate their understanding of the SoW and present their solution/ approach/ methodology/ plan for managing the entire event in an aesthetic fashion. The essence of the presentation is on artistic creativity and should mainly include the following: -
 - i. Proposed theme for the whole event
 - ii. Setting/ design of the Dome & Dias setup, High Tea venue, VIP Lounge matching with the overall theme
 - iii. Placement plan of hoardings/ banners /standees/ flags/ backdrop, etc along with samples if possible, matching with the overall theme
 - iv. Event live Display and Sound arrangements
 - v. Public Movement and seating arrangements
- b. The presentation will be judged by the technical evaluation committee and shall contain profession experts who will judge the artistic and aesthetic content of the proposal. The DOA is looking for a professional and creative touch to the organisation of the conference and bidders are advised to include it in their presentation. (If this requires supply of additional items not mentioned in the SoW and/or items for which a price bid has not been asked, these may be mentioned in a proposal (marked additional items) included as a part of the technical bid, included as a separate item in the bid format and price bid given for all such items in lump sum).
- c. A bidder whose presentation meets the requirements of the RFP including the above creative elements only shall be declared successful in the presentation and others would not be considered successful.

d) Tabulation of Technical Bids

- 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.
- e) 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.
- f) 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 bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
- b) the process of opening of the financial Bids shall be similar to that of technical Bids.
- c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) conditional Bids are liable to be rejected;
- e) 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;
- f) the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order.
- 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.

16) Correction of Arithmetic Errors

The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the 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;
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

17) Comparison of Rates of firms outside and those in Rajasthan

While tabulating the financial Bids of those firms which are not entitled to price preference, the element of Rajasthan Value Added Tax (RVAT) shall be excluded from the rates quoted by the firms

of Rajasthan and the element of Central Sales Tax (CST) shall be included in the rates of firms from outside Rajasthan for financial bid evaluation purpose.

18) Price/ purchase preference in evaluation

Price and/ or purchase preference notified by the State Government (GoR) and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

19) Negotiations

Negotiations shall be not held with the selected bidder.

20) 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.

21) 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 Bid is technically qualified;

- b. the price quoted by the bidder is assessed to be reasonable;
 - c. the Bid is unconditional and complete in all respects;
 - d. there are no obvious indicators of cartelization amongst bidders; and
 - e. 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.

22) 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

fifteen 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 who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

23) 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.

24) 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.

25) Repeat Orders

Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -

- a. 50% of the quantity of the individual items; and
- b. 50% of the value of goods or services of the original contract.

26) Right to vary Quantities

- a) At the time the Contract is awarded, the quantity of Goods and Related Services originally specified in the bidding document may be increased or decreased and without any change in the unit prices or other terms and conditions of the bid and the bidding document.
- b) If the tendering authority does not purchase any of the tendered articles or purchases less than the quantity indicated in the tender form, the bidder shall not be entitled to claim any compensation.
- c) The quantities, mentioned in this bidding document, are estimates and are to be used only for the purpose of evaluation and comparison of bids. However, the payments shall be made as per actuals.

27) 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 supply order 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 of goods 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. deposit through eGRAS;
 - b. Bank Draft or Banker's Cheque of a scheduled bank;
 - c. 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;
 - d. 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;
 - e. 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.
- 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.

28) 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, who's 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.

29) 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.

30) 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 who's 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.

31) 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.

32) **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.

33) **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 5 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:
 - 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 sub-section 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: Principal Secretary, Agriculture, GoR
Second Appellate Authority: Principal Secretary, Finance Department, GoR
- f) Form of Appeal:
 - a. Every appeal under (a) and (c) above shall be as per RTPPA & Rules thereto 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.

34) 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.

35) 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.

36) 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.

37) 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.

38) 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.
- d) 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.
- e) 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.
- f) 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.

5. TERMS AND CONDITIONS OF TENDER & CONTRACT

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) Notices

- a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch and receipt.

b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

5) Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State/ the Country (India), unless otherwise specified in the contract.

6) 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.

7) 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 designated locations as mentioned in the RFP and 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.

8) 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.

9) 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.

10) 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.

11) Recoveries from Supplier/ Selected Bidder

- a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.
- b) The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with DOA.
- c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

12) Taxes & Duties

- a) The TDS, Raj-VAT, Service Tax etc., if applicable, shall be deducted at source/ paid by RISL 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.

13) Confidential Information

- a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from

such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.

- c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
 - i. the Purchaser or Supplier/ Selected Bidder need to share with DOA or other institutions participating in the Contract;
 - ii. now or hereafter enters the public domain through no fault of that party;
 - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

14) Sub-contracting

- a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering 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.

15) 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 conforms 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.
- d) The supplier/ selected bidder must certify that all the goods are new like and of the agreed quality, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- e) The supplier/ selected bidder should further warrant that the Goods shall be free from defects arising from any act or omission of the supplier/ selected bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.

16) 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.

17) Insurance

- a) The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.
- b) The goods will be delivered at the FOR destination in perfect condition.

18) Transportation

- a) 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.
- b) 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 supplier's/ selected bidder's bill.

19) 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.
- 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.

20) Rejection

- a) Articles not approved during inspection 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 DOA'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 the 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 and Liquidated Damages (LD)

- a) 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”.

- b) 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.
- c) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/ selected bidder.
 - i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.
 - ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
 - iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
 - a. When delay has occurred due to delay in supply of drawings, designs, plans etc. if the RISL was required to supply them to the supplier of goods or service provider as per terms of the contract.
 - b. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the DOA as per terms of the contract.
 - iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
 - v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.

- vi. If DOA is in need of the good and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d) 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) 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.

23) 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, quarantine restrictions, and freight embargoes.

- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the DOA in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by DOA, 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 DOA, DOA may take the case with the supplier/ selected bidder on similar lines.

24) Change Orders and Contract Amendments

- a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause “Notices” above, to make changes within the general scope of the Contract in any one or more of the following: -
 - i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - ii. the method of shipment or packing;
 - iii. the place of delivery; and
 - iv. the related services to be provided by the supplier/ selected bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier’s/ selected bidder’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier’s/ selected bidder’s receipt of the Purchaser’s change order.
- c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

25) Termination

a) Termination for Default

- i. The tender sanctioning authority of DOA may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
 - a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by DOA; or

- b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- d. If the supplier/ selected bidder commits breach of any condition of the contract.
- ii. If DOA terminates the contract in whole or in part, amount of PSD may be forfeited.
- iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

b) Termination for Insolvency

DOA may at any time terminate the Contract by giving a written notice of at least 30 days to the supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to DOA.

c) Termination for Convenience

- i. DOA, by a written notice of at least 30 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - a. To have any portion completed and delivered at the Contract terms and prices; and/or
 - b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

26) Settlement of Disputes

- a) General: If any dispute arises between the supplier/ selected bidder and DOA during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal

advice of a counsel and then examine the representation. The supplier/ selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder.

b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision, if the amount of the claim is more than Rs. 50,000/-. The empowered standing committee shall consist of following members: - (DOA)

- Secretary and Commissioner, Agriculture : Chairman
- Financial Advisor : Member
- Additional Director Agriculture (Research) : Member
- Joint Director Agriculture(Chemistry),SPRTL : Member
- Dy. Director Agriculture(Chemistry), HQ : Member

c) Procedure for reference to the Standing Committee: The supplier/ selected bidder shall present his representation to the Sec.& Commi. Agriculture, along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the supplier/ selected bidder shall prepare a reply of representation and shall represent the DOA's stand before the standing committee. From the side of the supplier/ selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and DOA. The standing committee, if it so decides, may refer the matter to the Secretary and Commissioner, Agriculture for further decision.

d) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

6. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

Payment Terms and Schedule

- a) Payment schedule - Payments to the selected bidder will be made only after the successful completion of the event.
- b) 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.

- c) 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.
- d) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- e) All remittance charges will be borne by the supplier/ selected bidder.
- f) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- g) 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.
- h) 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.
- i) Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.
- j) Additional/ Less 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/ deducted as per prices quoted in Annexure-5: Prices for additional goods/ services and/ or mutually agreed terms and as per the decision by CMC. The decision of the CMC, for payments towards additional/ less goods and/ or related services, shall be final and binding upon the EMA.
- k) 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.

ANNEXURE-1: BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder on his Letter head}

To,
{Tendering Authority},
_____,

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Tender/ NIT reference No. _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-2: SELF-DECLARATION – NO BLACKLISTING {to be filled by the bidder on his Letter head}

To,

{Tendering Authority},

_____,

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

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-3: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by the bidder on his Letter head}

To,

{Tendering Authority},

CERTIFICATE

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

Also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our unconditional token of acceptance to all the tender terms & conditions 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 event, to meet the desired Standards set out in the Tender/ bidding Document.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-4: FINANCIAL BID – COVER LETTER & FORMAT

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

To,

{Tendering Authority},

Reference: NIT No. : _____ Dated: _____

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding 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, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties.

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 security deposit as prescribed in the bidding document.

I / We agree to abide by this bid for a period of 90 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.

We understand that you are not bound to accept 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:

ANNEXURE-5: FINANCIAL BID {to be filled by the bidder only in BoQ (.XLS file) at eProc website}

S.No.	Item No. and Description	Unit	Total Qty	Base Unit Cost in INR (incl. all incidental charges and all Taxes but excl. Raj. VAT and Service Tax)	Service Tax in INR (on Unit Price)	RVAT in INR (on Unit Price)	Total Cost in INR
			A	B	C	D	E=Ax(B+C)
1.	Printing, Marketing & Promotions (as per Table S.No.2 of SoW)						
	Welcome Panels of size 12'x4'- Vertical each	Nos.	25				
	Direction Panels of size 8'x4' each	Nos.	60				
	Event hoardings of size 20'x10' across venue and surrounding locations	Nos.	48				
	Main Backdrop on the Stage:- Print on Star Media & fitting on Iron Frame of size 50'X16'	Nos.	1				
	Volunteer Passes/ Badges in Plastic pocket cover and lanyard	Nos.	700				
	Directions & Sign-boards standees at the VVIP/VIP Area	Nos.	50				
	Placards on the Dais at Stage	Nos.	20				
	Podium Logo-Digital print on Sunboard	Nos.	2				
	Total						
2	Venue, Design, Development and Management (as per Table S.No.3 of SoW)						
	(a)MAIN FUNCTION AREA						
	(i) Aluminium Hanger -with carpeting and appropriate lighting for setting up of following:	80x100 (80' width - pillar less)	1				
		100x100 (100' width - pillar less)	1				

S.No.	Item No. and Description	Unit	Total Qty	Base Unit Cost in INR (incl. all incidental charges and all Taxes but excl. Raj. VAT and Service Tax)	Service Tax in INR (on Unit Price)	RVAT in INR (on Unit Price)	Total Cost in INR
			A	B	C	D	E=Ax(B+C)
	(ii) Stage for VIPs with carpet, masking & stairs-	48'x24'x 4'(H)	1				
		36'x24'x 4'(H)	1				
	(iii) D' Area of approximately 70' from stage	Nos.	1				
	(iv) VVIP sitting of approximately 400 VVIPs	Nos.	400				
	(b) Stage Setup:						
	Air Conditioning unit of 3.5 Ton	Nos.	4				
	Fresh Flower decoration (50 feet x 2 feet) (e.g. tulip, lily, orchid, Rose etc.)	Nos.	1				
	Min. 8 of Fresh Flower Vase on Dais	Nos.	8				
	Fresh Bouquet for members on Dais	Nos.	20				
	Head Table Setup for 20 VIPs	Nos.	20				
	VIP Chairs	Nos.	40				
	Podiums	Nos.	2				
	Lamp, with ghee, batti, Tray, Steel plate, scissor, Ribbon, Matchbox	Nos.	2				
	Placards for persons on Dais	Nos.	20				
	Water arrangements and toffee bowls for members on Dais	Nos.	1				
	(C) D' Area Setup in front of stage						
	Placing of Queue Manager	Nos.	1				
	Flower decoration and planters setup (500 planters)	Nos.	700				

S.No.	Item No. and Description	Unit	Total Qty	Base Unit Cost in INR (incl. all incidental charges and all Taxes but excl. Raj. VAT and Service Tax)	Service Tax in INR (on Unit Price)	RVAT in INR (on Unit Price)	Total Cost in INR
			A	B	C	D	E=Ax(B+C)
	(d) Sitting Arrangement for VVIPs after D area						
	Sofa (two seater)	Nos.	40				
	Banquet Chairs	Nos.	100				
	Water bottles/Arrangements for VVIPs	Nos.	500				
	Placement of direction standees	Nos.	25				
	(e) Sitting Arrangement for Media/VIPs after VVIPs seating						
	Tent structure (100' x 65' x 14' (height) with 30' clear view	Nos.	1				
	Banquet chairs	Nos.	400				
	Placement of direction standees	Nos.	50				
	Water bottles/ Arrangements for VIPs	Nos.	400				
	(f)Barricading Approximately						
	Setting up of Barricade & Pathway - Pipe & Jali for managing public movement and covering the area of placement of display Video Walls		30000 RFT				
	(g) Sitting Setup for General Public						
	Pipe Pandal (Non Waterproof) approx 300000 sq ft	sq ft	300000				
	Plastic Chairs	Nos.	10,000				
	Risers for Media Personnel of 8 feet height	Nos.	6				

S.No.	Item No. and Description	Unit	Total Qty	Base Unit Cost in INR (incl. all incidental charges and all Taxes but excl. Raj. VAT and Service Tax)	Service Tax in INR (on Unit Price)	RVAT in INR (on Unit Price)	Total Cost in INR
			A	B	C	D	E=Ax(B+C)
	Total						
3	VVIP Lounge Setup (as per Table S.No.4 of SoW) This area will have to be aesthetically designed (25000 sq ft)	Area					
	wooden platform-4"	Nos.	1				
	Sofa Sets (Two seater and Single Seater)	Nos.	20				
	Centre Table	Nos.	10				
	Chemical Toilets	Nos.	10				
	Banquet Chairs with covers	Nos.	40				
	Air Fresheners	Nos.	3				
	Air Conditioning unit of 3.5 Ton	Nos.	6				
	Flower vase on each table	Nos.	10				
	Serving/ attending staff (Min. 15 Nos.) for VVIP dining (high tea) arrangements for approx 400 VIPs.	Nos.	15				
	Appropriate Lighting arrangements						
	Total						
4	Business Center Setup (as per Table S.No.5 of SoW) Business Centre (three days before final date)						
	Pagoda Structure- 40'x20' with Octanorn Panels for Masking (800 sq ft)	Nos.	10				
	Carpet (8000 sq ft)	Per sq ft					

S.No.	Item No. and Description	Unit	Total Qty	Base Unit Cost in INR (incl. all incidental charges and all Taxes but excl. Raj. VAT and Service Tax)	Service Tax in INR (on Unit Price)	RVAT in INR (on Unit Price)	Total Cost in INR
			A	B	C	D	E=Ax(B+C)
	Wooden platform-4" high (8000 sq ft)	Area					
	Tables with masking	Nos.	25				
	Chairs	Nos.	100				
	Power Points	Nos.	100				
	Lighting as per requirement						
	Control/Storage Room for Business Centre -6mx6m (36 Sq mtr)	Sq mtr	36				
	Total						
5	Food Area Setup (as per Table S.No.6 of SoW)	Nos.					
	Canopy Structure-Waterproof- 160'x60' (9600 sq ft)	Sq ft					
	Cloth Masking and Kanaat placement	Sq ft					
	Round-table setup – 8 Nos with 8 chairs each.	Nos.					
	All the tables/ chairs should be properly covered with theme based linen, frills, nepron. Appropriate Lighting arrangements						
	Total						
6	Sound and Display Arrangements (as per Table S.No.7 of SoW) (a)Smooth and effective Sound System for an event to cover approximately 60000 persons in a stadium with setting up of minimum		package				

S.No.	Item No. and Description	Unit	Total Qty	Base Unit Cost in INR (incl. all incidental charges and all Taxes but excl. Raj. VAT and Service Tax)	Service Tax in INR (on Unit Price)	RVAT in INR (on Unit Price)	Total Cost in INR
			A	B	C	D	E=Ax(B+C)
	following						
	Digital Sound Mixer with sufficient auxiliary out (preferably 14 for Event live feed, VC from 30-35 locations, to IT, DIPR and other media agency)	Per day	package				
	4 Line Array of 60Speakers (3500 Watts RMS) with stand to be placed at appropriate location with amplifier	. Per day	package				
	24 Ground Stack Speakers Top 1200 Watts RMS with stand for VVIP, VIP area with amplifier	Per day	package				
	Stage Monitors/Speakers	Nos./ Per day	4				
	Podium Mikes	Nos./ Per day	4				
	Hand Cordless Mike	Nos./ Per day	4				
	Accessories, Wiring & connection for All speakers and entire sound system						
	(b) Smooth and effective display of an event & VC covering the entire venue						
	30 Day Light LED Screens (6.5' X 8.4') (with live program and VC feed) with stand, accessories, wiring etc.	each per day					
	2 One each at the both side of the stage 28 to be spread across the venue	each per day					
	3 LCD TV 42" at	each per day					

S.No.	Item No. and Description	Unit	Total Qty	Base Unit Cost in INR (incl. all incidental charges and all Taxes but excl. Raj. VAT and Service Tax)	Service Tax in INR (on Unit Price)	RVAT in INR (on Unit Price)	Total Cost in INR
			A	B	C	D	E=Ax(B+C)
	stage for Dias (live feed and VC feed)						
	Total						
7	Photography & Videography (as per Table S.No.8 of SoW)						
	1 Crane based Videography setup to capture event moments from different angle and height	Nos./ per day	1				
	8 videographer to cover event moments from different locations	Nos./ per day	8				
	12 still digital Photographer to capture event moments from different locations	Nos./ per day	12				
	Total						
8	High Tea Arrangements for VVIPs (as per Table S.No.9 of SoW)						
	Proposed Menu for High Tea for VIPs	Nos.	1000				
	For VVIPS approx	Nos.	400				
	Total						
9	High Tea Arrangements for VIPs (as per Table S.No.9 of SoW)						
	Approximately 2000 food packets (lunch/dinner) would be required during five days)	Nos.	2000				
	Total						

S.No.	Item No. and Description	Unit	Total Qty	Base Unit Cost in INR (incl. all incidental charges and all Taxes but excl. Raj. VAT and Service Tax)	Service Tax in INR (on Unit Price)	RVAT in INR (on Unit Price)	Total Cost in INR
			A	B	C	D	E=Ax(B+C)
10	Uninterrupted Power Supply and Lighting (as per Table S.No.11 of SoW)		package				
11	Arrangements for any location (as per Table S.No.12 of SoW)						
	Tent setup approximately 500 SQFT	SQFT	500				
	Dias setup of size 15'X10' with carpet, stairs	Per day					
	Dias chairs	Nos.	10				
	chairs for public	Nos.	100				
	Video Grapher	Nos./ Per day	1				
	Photo Grapher	Nos./ Per day	1				
	Video input to VC setup	Nos.	1				
	Cordless mic	Nos./ Per day	3				
	Speakers	Nos./ Per day	3				
	Plasma TV 42" (one facing to dais and one public facing) All requisite accessories, wiring, cabling etc. Sufficient provision of Power through Generator on event day	Nos./ Per day	2				
	Total						
Grand Total (In Figures)							
Grand Total (In Words)							

ANNEXURE-6 : PRICES FOR ADDITIONAL GOODS/ SERVICES

Itemwise price of various goods/ services (Goods/ Services likely to be increased or decreased. However, payment shall be made as per actual)

S.No.	Item No. and Description	Unit	Total Qty	Base Unit Cost in INR (incl. all incidental charges and all Taxes but excl. Raj. VAT)	Total Cost in INR	RVAT in INR (on total cost)	Total Cost in INR
			A	B	C=AxB	D	E=C+D
1.	Design, Printing and Deployment of Flex	Sq. Ft.	1				
2.	Air Conditioner (3.5 Ton)	Nos.	1				
3.	Sofa-set (1 Seater)	Nos.	1				
4.	Sofa-set (2 Seater)	Nos.	1				
5.	Center Table	Nos.	1				
6.	Barricading with jali	R ft.	1				
7.	Tent Structure	Sq. Ft.	1				
8.	Aluminium Hanger	Sq. Ft.	1				
9.	Banquet Chair w/ Cover	Nos./per day	1				
10.	Plastic Chair	Nos./per day	1				
11.	Wooden Platform (4")	Sq. Ft.	1				
12.	LCD TV (42")	Nos./per day	1				
13.	Daylight LED Screen (6.5x8.4 ft)	Nos./per day	1				
14.	VVIP Lounge Setup	Sq. Ft.	1				
15.	Business Center Setup	Sq. Ft.	1				
16.	Food Area Setup	Sq. Ft.	1				
17.	Crane-based Videography Setup	Nos./per day	1				
18.	Videographer	Nos./per day	1				
19.	Photographer	Nos./per day	1				
20.	Chemical Toilet	Nos./per day	1				
21.	Carpet	Sq. Ft.	1				
22.	Canopy for medical,SPG, ADCs	Nos.	1				
23.	Risers for press/media	Nos.	1				
24.	Arrangement of suitable comparer (Anchor)	Nos./per day	1				
25.	Genset 125 KVA silent with diesel	Nos./per day	1				
26.	Cloth masking	Sq ft	1				
27.	General light	Nos.	1				
28.	Cable	RMTR	1				
29.	Flower bouquet	Nos.	1				

ANNEXURE-7: DRAFT AGREEMENT FORMAT {to be mutually signed by selected bidder and tendering authority}

An agreement made this _____ (enter date of Agreement) between _____ (enter your firm's name & address) (hereinafter called "the approved supplier", which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the {TENDERING AUTHORITY} which expression shall, where the context so admits, be deemed to include his successors in office and assigns of the other part.

Whereas the approved supplier has agreed with the {tendering authority} to supply to the {tendering authority name and address} on behalf of (enter name of client organisation) to its various Offices as well as at its branch offices throughout Rajasthan, all those articles set forth in Our Work Order No. _____ Dated _____ appended hereto in the manner set forth in the conditions of the bidding document and contract appended herewith and at the rates set forth in the said order.

And whereas the approved supplier has deposited a sum of Rs. _____ in the form of: -

- a) Bank Draft No./ Banker Cheque No. _____ dated _____ valid upto _____.
- b) Post Officer Savings Bank Pass Book duly hypothecated to the Departmental authority.
- c) National Savings Certificates / Defence Savings Certificates / Kisan Vikas Patras or any other script / instrument under National Saving Schemes for promotion of Small Savings, if the same can be pledged under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to DOA.

Now these Presents witness:

- 1) In consideration of the payment to be made by the {tendering authority} through cheque/ DD at the rates set forth in the Work Order hereto appended the approved supplier will duly supply the said articles set forth in Our Work Order No. _____ dated ___/___/20___ thereof in the manner set forth in the NIT, Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures.
- 2) The NIT, Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the Tender Notice No. _____ dated ___/___/20___ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- 3) Letter Nos. _____ dated _____ received from {bidder name} and letter Nos. _____ Dated _____ issued by the {tendering authority} and appended to this agreement shall also form part of this agreement.

4) The {tendering authority} do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the {tendering authority} will through cheque/ DD pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

The delivery including installation, commissioning, testing and acceptance shall be affected and completed within the period as specified in the Supply Order.

In case of extension in the delivery and/ or installation period with liquidated damages, the recovery shall be made on the basis of percentages of value of stores/ works (as mentioned in the bidding document) which the bidder has failed to supply and complete the work.

Warranty, wherever applicable, shall be provided by vendor as mentioned in the bidding document.

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the {tendering authority} and the decision of the {tendering authority} shall be final.

In witness whereof the parties hereto have set their hands on the _____ day of _____ (Year).

Signature of the Approved
supplier/ bidder

Signature for and on behalf of
tendering authority

Designation:

Designation:

Date:

Date:

Witness No.1

Witness No.1

Witness No.2

Witness No.2