



# राजस्थान ट्यूरिज्म डवलपमेंट कॉर्पोरेशन लिमिटेड

(राजस्थान सरकार का उपक्रम)

दुर्ग कैफेटेरिया पड़ाव नाहरगढ़

## E Tender Notice

Rajasthan Tourism Development Corporation Limited (RTDC) invites bids from intrested bidders for Licensing out the Counter for Sale of Street Food like Cold Shake, Cold Cofee, Bargar, Pastry etc. for the period of 5 years, at Durg Cafeteria Padav, Nahargarh, Jaipur.

S. N.	Name of Work	Estimated Minimum Reserve Monthly License Fees for first year of Contract (Exclusive of GST & Other applicable taxes)	RISL Processing Fee (Rs.)	BID Document Fee	Bid Security Amount (EMD)	Last Date of Submission of BID Applications
1	Invites bids for Licensing out the Counter for Sale of Street Food like Cold Shake, Cold Cofee, Bargar, Pastry etc. for the period of 5 years, at Durg Cafeteria Padav, Nahargarh, Jaipur.	50,000/- plus GST as applicable for first year	500/-	1,180/-	60,000/-	14/03/2024 (upto 1:00 PM)

Detailed Bid Document can be downloaded from [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in), [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) and [www.rtdc.tourism.rajasthan.gov.in](http://www.rtdc.tourism.rajasthan.gov.in). Last Date of submission of tender application is 14/03/2024 upto 1:00 PM.

Demand Draft of RISL Processing Fee shall be in favour of "Managing Director, RISL" payable at Jaipur and Demand Draft of BID Document Fee and EMD shall be in favour of "Manager, Durg Cafeteria, Padoo, Nahargarh, Jaipur" payable at Jaipur. Scanned copy of Demand Drafts shall be submitted along with the submission of tender Application on 14/03/2024 upto 1:00 PM. Original Demand Draft shall be submitted to the office of the Manager, Durg Cafeteria, Padoo, Nahargarh on 14/03/2024 upto 1:30 PM. Bid Application will be opened on 14/03/2024 at 2:00 PM.

Manager, Durg Cafeteria, Padoo, Nahargarh, RTDC reserves the right to cancel/ reject any/all tender Applications or tender process without assigning any reason.

(Bhagat Singh)

Manager

Durg Cafeteria, Padoo, Nahargarh



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## बिड प्रपत्र भाग—(अ) तकनीकी बिड

1. बिडदाता कम्पनी/निर्माता का नाम.....
2. रजिस्टर्ड कार्यालय का पता.....
3. पत्राचार का पता.....
4. i.कम्पनी रजिस्ट्रेशन नम्बर..... ii.एवं पेन नम्बर.....  
iii.GST नम्बर..... iv.valid licence issued by FSSAI.....  
V. valid trade licence..... Vi Copy of Acknowledgement & ITR Last  
5 years.....
5. व्यवसायिक अनुभव.....
6. टेलीफोन नम्बर/मोबाईल नम्बर.....फेक्स नम्बर.....
7. बिड अमानत राशि जमा की रसीद संख्या..... दिनांक .....राशि  
रुपये 60000/- अथवा डी.डी. नम्बर.....एवं दिनांक .....  
राशि रुपये.....( डी.डी./बैंकरचैक प्रबन्धक कैफेटेरिया नाहरगढ, आरटीडीसी  
लि. जयपुर के नाम देय होगा)
8. बिड प्रपत्र वैबसाईट से डाउन लोड किया गया है तो रुपये 1180/- का डी.डी.  
नम्बर.....दिनांक .....राशि रुपये .....संलग्न है, ( डी.  
डी./बैंकर चैक प्रबन्धक कैफेटेरिया नाहरगढ,आरटीडीसी लि. जयपुर के नाम देय होगा)
9. प्रबन्ध निदेशक RISL के नाम 500/- रुपये की डी.डी. प्रस्तुत करे।

उपरोक्त तथ्य मेरी जानकारी में सही है। बिड प्रपत्र एवं लाईसेंस अनुबन्ध की समस्त शर्तों को मैंने पढ़ एवं समझ लिया है। तथा इन शर्तों से सहमत हूँ एवं बिड की शर्तें अधिकृत बिडदाता के हस्ताक्षर कर संलग्न है।

दिनांक:

हस्ताक्षर, नाम, पद मय  
मोहर

नोट :-

1. सूचीबद्ध सहायक दस्तावेजों की प्रति संलग्न करे।



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## बिड प्रपत्र भाग—(ब) वित्तीय बिड

**To be filled ONLINE only on [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in)**

1. निगम द्वारा निर्धारित न्यूनतम लाईसेंस फीस प्रतिमाह :—

काउन्टर स्थल हेतु रु. 50,000 /— (अक्षरे पचास हजार रुपये ) (अथवा बिक्री का 60%) जो भी अधिक

2. बोलीदाता द्वारा प्रस्तावित प्रतिमाह लाईसेंस फीस प्रतिमाह :—

एकल काउन्टर स्थल हेतु रु. .... **To be filled ONLINE only** ...

3. प्रस्तावित लाईसेन्स फीस पर देय GST एवं अन्य टैक्स पृथक से देय है।

4. मैंने बिड की शर्तें व निर्धारित अनुबन्ध की समस्त शर्तें पढ़ ली हैं, एवं मुझे समस्त शर्तें मान्य हैं। मेरे द्वारा प्रस्तुत तथ्य, बिड प्रपत्र भाग 'अ' एवं 'ब' मेरी जानकारी के अनुसार सत्य है। यदि कोई जानकारी गलत साबित हुई तो मेरे बिड प्रपत्र को निरस्त किया जा सकता है। जिसके लिये मुझे कोई आपत्ति नहीं है।

दिनांक:

अधिकृत बिडदाता के  
हस्ताक्षर, नाम, पद, मय  
मोहर

## बिड की शर्तें

आर.टी.डी.सी. की दुर्ग कैफेटेरिया पडाव रेस्टोरेन्ट नाहरगढ रेस्टोरेन्ट पर कोल्डकॉफी/शेक/बर्गर/पिज्जा एव पेस्ट्री काउन्टर हेतु बिड की शर्तें निम्न प्रकार हैं:-

1. सफल बिडदाता द्वारा उत्पादन पर रियायत दर (डिसकाउन्ट) पर रेस्टोरेन्ट पर कोल्डकॉफी/शेक/बर्गर/पिज्जा एव पेस्ट्री विक्रय करना होगा। जिसकी सूची संलग्न करनी होगी।
2. बोलीदाता फर्म को होटल/रेस्टोरेन्ट व्यवसाय का न्यूनतम 5 वर्ष का अनुभव होना अनिवार्य है। इस हेतु कार्यानुभव स्वयं प्रमाणित प्रमाण पत्र संलग्न करें।
3. निगम द्वारा निर्धारित न्यूनतम लाईसेंस फीस प्रतिमाह :-काउन्टर स्थल हेतु रु. 50,000/- (अक्षरे पचास हजार रुपये )
4. यदि किसी बिडदाता को पूर्व में अयोग्य करार दिया गया है तो, इसकी बिड मान्य नहीं होगी।
5. लाईसेन्स की अवधि पाँच वर्ष तक मान्य होगी यदि विक्रेता की सेवा संतोषजनक पाई जाती है, तो आरटपीपी एक्ट 2012 के प्रावधानों के अनुसार आपसी सहमति से अनुबन्ध की अवधि को बढ़ाया जा सकता है प्रत्येक वर्ष की समाप्ति पर 10% लाइसेंस फीस में चक्रवर्ती दर से वृद्धि की जावेगी।
6. काउन्टर का बिक्री का कूपन निगम द्वारा जारी किया जायेगा जिसकी बिक्री की राशि निगम के पास जमा होगी फर्म का अंशदान माह समाप्त होने पर प्रत्येक माह की सात तारीख तक विक्रय के भुगतान हेतु बिल प्रस्तुत करना होगा।
7. काउन्टर संचालन का समय प्रातः 10:00 बजे से रात्रि 10:00 बजे तक होगा। काउन्टर के आस-पास सफाई का विशेष ध्यान रखना होगा।
8. कार्यरत कर्मचारियों द्वारा निर्धारित यूनिफार्म में ही पर्यटकों कि सर्विस कि जावें तथा उनकी आई.डी. प्रूफ निगम में जमा करावें।
9. सशर्त बिड स्वीकार्य नहीं होगी।
10. लाईसेन्सी काउन्टर पर होने वाली समस्त विक्रय की राशि निगम कैन्टीन काउन्टर से कूपन जारी होने के पश्चात् ही लाईसेन्सी द्वारा खाद्य पदार्थ/पेय पदार्थ दिया जावेगा।
11. लाईसेन्सी द्वारा पर्यटकों को दिये जाने वाला खाद्य पदार्थ/पेय पदार्थ उच्च गुणवत्ता से तैयार कर पर्यटकों को सुपुर्द किया जायेगा। यदि खाद्य पदार्थ/पेय पदार्थ से किसी भी पर्यटक/ग्राहक को शारीरिक, मानसिक क्षति होगी तो लाईसेन्सी पूर्णतः जिम्मेदार होगा।
12. लाईसेन्सी द्वारा आवंटित आइटम के अतिरिक्त अन्य कोई खाद्य सामग्री/पेय पदार्थ की बिक्री नहीं की जावेगी तथा आइटम लिस्ट संलग्न करनी होगी।
13. लाईसेन्स अवधि समाप्ति की दिनांक ..... को काउन्टर से आपका सामान हटाना आवश्यक होगा।
14. काउन्टर को उक्त अवधि से सबलेट नहीं किया जावेगा।
15. काउन्टर के निर्धारित स्थल पर ही बिजनेस संचालित करना होगा।
16. लाईसेंस फीस के अतिरिक्त बिजली का व्यय मीटर रीडिंग से देय होगा। पानी यदि उपभोग किया गया तो व्यय वास्तविक उपयोग के आधार पर निर्धारित किया जावेगा तो प्रतिमाह 7 तारीख से पूर्व जमा कराना होगा।

17. नियमानुसार नॉन ज्यूडिशियल स्टाम्प पेपर पर अनुबन्ध करना होगा तथा अनुबन्ध की सभी शर्तें मान्य होगी।
18. लाईसेंस फीस के अतिरिक्त नियमानुसार जीएसटी राशि पृथक् से प्रतिमाह देय होगी तथा भविष्य में केन्द्र या राज्य सरकार द्वारा लागू काउन्टर/लाईसेंस सम्बन्धी टैक्स भी देय होंगे।
19. निविदा प्रपत्र में उल्लेखित शर्तें आवंटन पत्र का भाग मानी जावेगी।
20. निगम हित में यदि भविष्य में वर्तमान काउन्टर स्थल का अन्य स्थल पर परिवर्तन आवश्यक हुआ तो काउन्टर नये स्थान पर शिफ्ट करना होगा।
21. यदि आवंटन पत्र जारी होने की दिनांक से 15 दिवस तक की अवधि में काउन्टर प्रारम्भ नहीं किया गया तो यह मानते हुए कि आप काउन्टर चलाने के इच्छूक नहीं हैं। आपकी जमा समस्त राशि जब्त कर ली जावेगी तथा आवंटन पत्र निरस्त कर दिया जावेगा।
22. काउन्टर संचालन की स्वीकृत पूर्ण अवधि के प्रतिमाह किराये के अग्रिम चैक अनुबन्ध के साथ ही सौपने होंगे।
23. काउन्टर पर कार्यरत व्यक्तियों/कर्मियों की प्रमाणीकृत सूची एक सप्ताह में प्रस्तुत करनी होगी।
24. काउन्टर पर कार्यरत श्रमिकों से ई.एस.आई./पी.एफ. प्रीमियम की कटौती की जाकर निर्धारित दिनांक तक सम्बन्धित विभाग /संस्था को नियमित रूप से जमा कराने की जिम्मेदारी संचालन फर्म की होगी।
25. फर्म द्वारा समस्त श्रम कानूनों की पालना सुनिश्चित करनी होगी।
26. काउन्टर के लिए निर्धारित स्थल 6X6 फीट दिया जावेगा। निर्माण स्वयं के खर्चे पर इकाई प्रभारी की पूर्व अनुमति के अनुसार कराना होगा तथा स्वयं के खर्चे पर ही लाइसेंस अवधि समाप्ति के बाद हटाना होगा।
27. निर्धारित तीन माह की लाइसेंस फीस के बराबर प्रतिभूति राशि निगम कोष में काउन्टर शुरू करने से पूर्व जमा करानी होगी।
28. बिडें दो स्तरीय होगी। तकनीकी बिड प्रपत्र भाग—(अ) तथा वित्तीय बिड प्रपत्र भाग—(ब) में देनी होगी।
29. केवल तकनीकी रूप से योग्य बोलीदाताओं की वित्तीय बिड ही बोलीदाताओं के प्रतिनिधियों की उपस्थिति में खोली जाएगी जो इसमें भाग लेना चाहते हों वित्तीय बोलियां खोलने की तारीख, समय और स्थान के बारे में तकनीकी रूप से योग्य बोलीदाता को सूचित किया जाएगा।
30. दरों में परिवर्तन बिडदाता एवं आर.टी.डी.सी. की सहमति के बाद की जा सकेगी। अनुबन्ध अवधि में 1 वर्ष में एक बार से ज्यादा दरों में बढ़ोतरी नहीं की जा सकेगी।
31. निर्धारित अवधि से पूर्व यदि आपूर्तिकर्ता द्वारा कार्य बन्द करने के लिए कम से कम 3 महीने का नोटिस देना होगा तथा जमा प्रतिभूति राशि जब्त कर ली जायेगी।
32. यदि काउन्टर संचालक द्वारा अनुबन्ध एवं बिड की शर्तें के अनुसार कार्य नहीं किया जाता है तो निगम को अनुबन्ध निरस्त करने का अधिकार होगा।
33. बिड सूचना, बिड प्रपत्र, बिड की शर्तें अनुबन्ध का भाग होगी।
34. प्रबन्ध निदेशक आर.टी.डी.सी. जयपुर को निगम हित में पूर्ण/आंशिक बिड को स्वीकार्य/अस्वीकार्य करने का पूर्ण अधिकार होगा।
35. समस्त प्रकरणों में न्याय क्षेत्र जयपुर होगा।

36. बिड प्रक्रिया के संबंध में कोई विवाद उत्पन्न होने पर प्रबन्ध निदेशक आर.टी.डी.सी. द्वारा निर्णय लिया जावेगा, जो बिडदाता को भी मान्य होगा।
37. मैंने बिड की शर्तें, आवंटन आदेश एवं अनुबन्ध की समस्त शर्तें पढ़ ली हैं। मुझे उक्त सभी शर्तें मान्य हैं। मेरे द्वारा प्रस्तुत समस्त तथ्य मेरी जानकारी के अनुसार सत्य हैं, यदि कोई जानकारी गलत हुयी तो मेरे बिड प्रपत्र को निरस्त किया जा सकता है। इसके लिये मुझे कोई आपत्ती नहीं होगी।
38. उपापन कार्यवाही के दौरान शिकायत निवारण हेतु आरटीपीपी एक्ट 2012 के अध्याय III और आरटीटीपी रूल 2013 के अध्याय VII के प्रावधानों के अनुसार, जैसा भी मामला हो, प्रथम या द्वितीय अपीलीय प्राधिकारी से अपील करे।

Sr.No	Particular	Designation	Address
1	First applicated authohority	Secretary/Principal Secretary Additional Chief Secretary Department of Tourism Government of Rajasthan	Govt. Secretariat Jaipur- 302004 Tel No. 0140-2227389
2	Second applicated authohority	Additional Chief Secretary Finance Dept. Govt of Rajasthan	Govt. Secretariat Jaipur- 302004 Tel No. 0140-2227389

हस्ताक्षर  
बिडदाता मय पद एवं सील

## Other Bid conditions

### Submission of BID Application

- Bid shall be submitted in two separate files i.e. (i) Technical Bid (in PDF format) and (ii) Financial Bid (in MS-Excel format). Technical Bid and Financial Bid shall contain all documents/information as set forth in this Tender document
- **Bid shall be submitted/ uploaded online on [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) only.**
- To participate in online Bidding Process, Bidders must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign their Bids. Bidders can procure the same from any Controller of Certifying Authorities (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.
- Bidders are also advised to refer "Bidders Manual Kit" available at e-procurement website for further details about the e-Tendering process.
- Bid (Technical Bid and Financial Bid) submitted/uploaded on [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) shall be digitally signed with DSC of the Authorised Signatory.
- After submission of Bid on [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) the Bidders shall submit original Demand Draft (DD) for RISL Processing Fee, Tender Fee and Bid Security as per the date, time and venue mentioned in in the tender document. Non-submission of the above shall lead to non-acceptance of the Bid submitted/uploaded by the Bidder.

### Validity of Proposal

The Proposal shall remain valid for a period not less than 180 (One Hundred and Eighty) days from the due date of submission ("Proposal Validity Period"). RTDC reserves the right to reject any Proposal that does not meet this requirement. Validity of Proposal shall be extended for a specified additional period at the request of RTDC with same terms & condition.

A Bidder agreeing to the request will not be allowed to modify his Proposal but would be required to extend the validity of his Bid Security for the period of extension.

The Proposal Validity Period of the Successful Bidder shall be extended till the date of execution of the Agreement.

### Interpretation

In case of any ambiguity in the interpretation of the conditions of the selection and scale of charges, the interpretation of Executive Director, RTDC will be final and binding on the parties to the conditions of selection.

## Proprietary Data

All documents and other information provided by Operator to RTDC shall remain or become the property of RTDC. The Operator shall treat all information as strictly confidential and will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Bidder to RTDC in relation to the Service shall be the property of RTDC.

## Currency

The currency for the purpose of the Proposal shall be INR.

## Confidentiality

Information relating to examination, clarification, and recommendation for eligibility/qualification of the Bidder shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the RTDC in relation to or matters arising out of, or concerning the Bidding Process. The RTDC will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The RTDC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or RTDC or as may be required by law or in connection with any legal process.

RTDC shall conduct a preliminary scrutiny of the opened Technical Bids to assess the prima-facie responsiveness and ensure that the:

- i.bid is accompanied by relevant document related to Tender Fee, RISL Processing Fee and Bid Security;
- ii.bid is valid for the period specified in the Tender document;
- iii.bid is unconditional and the Bidder has agreed to give the required Performance Security;
- iv.other conditions as specified in the BID document are fulfilled;
- v.any other information which the RTDC may consider appropriate has been furnished by the Bidder.

No Technical Bid shall be rejected at the time of Technical Bid opening except the Bids of the Bidders who have not submitted original Demand Draft (DD) for RISL Processing Fee, Tender Fee and Bid Security.

The Financial Bid shall remain unopened which shall be opened later on a date, time and venue to be intimated to the Bidders who qualify in the evaluation of Technical Bids.

## Tests of Responsiveness

Prior to evaluation of Bids, RTDC shall determine whether each Bid is responsive to the requirements of the BID Document. A Bid shall be considered responsive only if:

- i. It is received as per the formats specified in the tender document;



- ii. It is received by the Bid Due Date including any extensions thereof;
- iii. it is signed and submitted in accordance with conditions specified in the tender document;
- iv. it is accompanied by the Power of Attorney in the format as specified;
- v. it contains all the information and documents (complete in all respects) as requested in this tender document;
- vi. it contains information in formats same as those specified in this tender document;
- vii. it does not contain any condition or qualification; and
- viii. it is not non-responsive in terms hereof.
- ix. RTDC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the RTDC in respect of such Bid.

## Format for Power of Attorney for Signing of Bid

(on Stamp Paper of relevant value)

### POWER OF ATTORNEY

Know all men by these presents, We,..... (name of firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms..... (name and residential address) who is presently employed with us and holding the position of ..... as our attorney (hereinafter referred to as "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal in response to the **"BID for Licensing out the Counter for Sale of Street Food like Pani Patasi, Bhelpuri, Momoz, ice cream etc. for the period of 5 years, at Durg Cafeteria Padav, Nahargarh, Jaipur."** floated by RTDC, Government of Rajasthan (hereinafter referred to as "RTDC") including but not limited to signing and submission of all documents and providing information/responses to RTDC, representing us in all matters in connection with our Bid for the above said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this\_\_\_\_\_Day of 20.....

For \_\_\_\_\_

(Name and designation of the person(s) with authority to authorize).

Accepted

\_\_\_\_\_.Signature)

(Name, Title and Address of the Attorney)

**Compliance with the Code of Integrity and No Conflict of Interest**

**Code of integrity-**

1. All the officers or employees of the procuring entity shall, -
  - 1.1. Maintain an unimpeachable standard of integrity both inside and outside their office.
  - 1.2. Act in accordance with the Provisions of the Act, these rules, guidelines issued under the Act and instructions;
  - 1.3. Not allow any bidders to have access to information on a particular procurement, before such information is available to the public at large;
  - 1.4. Not intentionally use unnecessarily restrictive or "tailored" specifications, terms of reference or statements of work that can discourage competition;
  - 1.5. Not solicit or accept any bribe, reward or gift or any material benefit of any directly or indirectly promise of future employment from anyone, who has sought or is seeking procurement from the procuring entity;
  - 1.6. Not have a financial interest in any bidder(s) responding to a procuring entity's bidding process and any person having financial interest in any bidder shall not participate in that procurement process;
  - 1.7. Not disclose proprietary and source selection information, directly or indirectly, to any person other than a person authorized to receive such information;
  - 1.8. Treat all bidders in a fair and equitable manner in line with the principle of fairness, integrity and transparency in the procurement process;
2. Any person participating in procurement process shall: -
  - 2.1. Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
  - 2.2. Not misrepresent or omit information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
  - 2.3. Not indulge in any collusion, bid rigging or anticompetitive behavior to impair the transparency, fairness and progress of the procurement process;
  - 2.4. Not misuse any information shared between the procuring entity and the bidders with intent to gain unfair advantage in the procurement process;
  - 2.5. Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
  - 2.6. Not obstruct any investigation or audit of a procurement process;
  - 2.7. Disclose conflict of interest, if any; and
  - 2.8. Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

**Conflict of Interest: -**

1. A conflict of interest for procuring entity or its personnel and bidders is considered to be a situation in which a party has interests that could promptly influence that party's performance of

official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

2. The situations in which a procuring entity or its personnel may be considered to be in conflict of interest includes, but not limited to, following: -
  - 2.1. A conflict of interest occurs when procuring entity's personnel's private interests, such as outside professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official.
  - 2.2. Within the procurement environment, a conflict of interest may arise in connection with such private interests as personal investments and assets, political or other outside activities and affiliations while in the service of the procuring entity, employment after retirement from the procuring entity's service or the receipt of a gift that may place the procuring entity's personnel in a position of obligation.
  - 2.3. A conflict of interest also includes the use of procuring entity's assets, including human, financial and material assets, or the use of procuring entity's office or knowledge gained from official functions for private gain or to prejudice the position of someone procuring entity's personnel does not favor.
  - 2.4. A conflict of interest may also arise in situations where procuring entity's personnel is seen to benefit, directly or indirectly, or allow a third party, including family, friends or someone they favor, to benefit from procuring entity's personnel's actions or decisions.
  - 2.5. A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to: -
    - 2.5.1. They have controlling partners in common
    - 2.5.2. They receive or have received any direct or indirect subsidy from any of them;
    - 2.5.3. They have the same legal representative for purposes of the bid;
    - 2.5.4. They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;
    - 2.5.5. A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or
    - 2.5.6. A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Qualification Criteria and Bidding Forms, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

**Declaration by the Bidder Regarding Qualifications**

(to be submitted by Bidder on non-judicial stamp paper of requisite value as per applicable stamp act (not less than Rs.100/-) and duly attested by Notary Public)

**In relation to my/our Bid submitted to \_\_\_\_\_ for procurement of in response to their Notice Inviting Bids No .....Dated ..... I/we here by declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:**

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons.
4. I/we do not have, and our directors and officers not have been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition:

**Date:**

**Place:**

**Name and Signature of the bidder**

**Designation:**

**Address:**

**Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is Secretary/Principal Secretary/ Additional Chief Secretary, Department of Tourism, Government of Rajasthan Government Secretariat, Jaipur-302004. Tel no. 91-141-2227389.

The designation and address of the Second Appellate Authority is Additional Chief Secretary, Finance Department, Government of Rajasthan Government Secretariat, Jaipur-302004. Tel no. 91-141-2227094

**(1) Filing an appeal**

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

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

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

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

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

**(4) Appeal not to lie in certain cases**

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

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

**(5) Form of Appeal**

- (a) An appeal under para(1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment off etc.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in personal through registered post or authorized representative.

**(6) Fee for filing appeal shall be as per applicable provisions of RTTP Act/ Rules.**

**(7) Procedure for disposal of appeal shall be as per applicable provisions of RTTP Act/ Rules.**

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

Appeal No ..... of .....

Before the ..... (First/Second Appellate Authority)

**1. Particulars of appellant:**

(i) Name of the appellant:

1. Official address, if any:

2. Residential address:

**2. Name and address of the respondent(s):**

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:

.....  
.....

..... (Supported by an affidavit)

Prayer:

Place.....

Date.....

Appellant's Signature

**Additional Conditions of Contract**

**1. Correction of arithmetical errors**

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

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

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

**2. Procuring Entity's Right to Vary Quantities**

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