

BID DOCUMENT

for

Selection of Tour Operators/ Travel Agencies to Operate Special Package Tours of RTDC for Two Years

Issued by:

**General Manager, Transport Unit,
Rajasthan Tourism Development Corporation Ltd.**

(Government of Rajasthan Undertaking)

RTDC Hotel Gangaur Campus, Near All India Radio Station,

M. I. Road, Jaipur. 302001 (Raj.)

website: <https://rtdc.tourism.rajasthan.gov.in>, Email: tours.rtdc@rajasthan.gov.in



RAJASTHAN TOURISM DEVELOPMENT CORPORATION LIMITED (RTDC)

RTDC Hotel Gangaur Campus, Near All India Radio Station, M. I. Road, Jaipur-302001, Rajasthan

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BID DOCUMENT

Disclaimer

The information contained in this Bid document (the "**BID**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Rajasthan Tourism Development Corporation Limited, a Govt. of Rajasthan Undertaking (the "**Authority**") or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Bid and such other terms and conditions subject to which such information is provided.

This Bid is not an agreement and is neither an offer nor invitation by Authority to the prospective Bidders or any other person. The purpose of this Bid is to provide interested parties with information that may be useful to them in making their technical and financial offers (Bids) pursuant to this Bid. This Bid includes statements, which reflect various assumptions and assessments arrived at by Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Bid document may not be appropriate for all persons, and it is not possible for Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bid Document. The assumptions, assessments, statements and information contained in the Bid document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid document and obtain independent advice from appropriate sources.

Information provided in this Bid document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid document or arising in any way for participation in this Bid Stage.

Authority and its counterparts also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Bid document.

Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Bid document.

The issue of this Bid Document does not imply that Authority is bound to select a Bidder or to appoint the Selected Bidder or the Contractor, as the case may be, for the Project and Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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1. INTRODUCTION

1.1. Background

- 1.1.1. The Rajasthan Tourism Development Corporation Limited (RTDC) is a company fully owned by Government of Rajasthan, incorporated under the Companies Act, 1956, having its registered office at Paryatan Bhawan, 3rd Floor, Opposite Vidhayak Puri Police Station, M. I. Road, Jaipur (Rajasthan)-302001. The RTDC has an objective of developing tourism and its related infrastructure in the state of Rajasthan.
- 1.1.2. RTDC is conducting tours for tourists every year and hiring the services from the selected travel agency/ tour operator to cater their tourists. The RTDC intends to select the Tour Operator/ Travel Agency as Service Provider to Operate Special Package Tours for **Maharana Pratap Circuit and Border Desert Circuit** on behalf of RTDC for the period of two years. The Selected Service Provider shall provide the services according to prevailing norms/ guidelines/ rules prescribed in this regard and bidder should comply with all the prescribed requirements. Bidders must take care all the pre-requirements before the submission of bid.
- 1.1.3. The General Manager, Transport Unit, Rajasthan Tourism Development Corporation Limited, Jaipur (the "**RTDC**" or "**Procuring Authority**" or "**Authority**") has decided to select the reputed and experienced Tour Operator/ Travel Agency as Service Provider ("**Bidder**") to plan and conduct Special Package Tours for **Maharana Pratap Circuit and Border Desert Circuit** on behalf of RTDC (the "**Work**") for the period of two years in accordance with the provisions of the Bid document and the Contract Agreement to be signed between the Authority and the Selected Bidder. Brief of the Work is given below:

Name of Work	Estimated value of "Work" for Two Years (Exclusive of GST and inclusive of all other taxes, duties, levies etc)	Bid Security	Tender Document Fees (Inclusive of GST)	RISL Processing Fee (Rs.)
Selection of Tour Operator/ Travel Agency to Operate Special Package Tours for Maharana Pratap Circuit and Border Desert Circuit on behalf of RTDC for Two Years	Rs.25.00 lac	Rs.50,000/-	Rs.1,180/-	Rs.500/-

Note:- Bidder shall quote the rate per person for each type of tour (exclusive of GST and inclusive of all other applicable taxes, duties, levies etc.) in the financial bid.

- 1.1.4. Selected Bidder shall be required to perform the work and provide the services as per the provisions of the Bid document.
- 1.1.5. As a part of this endeavor, Authority has decided to carry out the bidding process for Selection of an entity (the "**Bidder**") by whom the Work will be performed as per the terms of this Bid document.
- 1.1.6. Payments shall be released to the selected Bidder for the Work as per the payment stages defined in the Annexure-1 to Bid document.

- 1.1.7. The statements and explanations contained in this Bid document are intended to provide a better understanding to the Bidder about the subject matter of this Bid document and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the selected Bidder as set forth in this Bid document or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bid document are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.8. The Authority shall receive Bids pursuant to this Bid Document in accordance with the terms set forth in this Bid and other documents to be provided by the Authority pursuant to this Bid document, as modified, altered, amended and clarified from time to time by the Authority (collectively the **"Bid document"**), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the **"Bid Due Date"**).

1.2. Brief Description of Bidding Process

- 1.2.1. Authority has adopted a single-stage, two-part (Technical Bid and Financial Bid), open competitive e-bidding process as per the provisions of Rajasthan Transparency in Public Procurement Act (RTPPA), 2012 and Rajasthan Transparency in Public Procurement Rules (RTPPR), 2013 through e-procurement system at www.eproc.rajasthan.gov.in (the **"Bidding Process"**) for Selection of a Bidder for performance of the Work.
- 1.2.2. Bidders are invited to submit their Bids (Technical Bid and Financial Bid separately) (the "Bid") for the Project in accordance with the provisions of the Bid document.
- 1.2.3. Bidders shall submit/upload their Technical Bid and Financial Bid in separate files at www.eproc.rajasthan.gov.in as per the provisions of this Bid document.
- 1.2.4. Bidder shall be selected through evaluation of Bids. Detailed process of evaluation of Bids is given in Clause 3 of the Bid document.
- 1.2.5. Notwithstanding anything contained in this Bid document, the detailed terms specified in the Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
- 1.2.6. The provisions of RTPP Act, 2012 and RTPP Rules, 2013 thereto shall be applicable for this Bidding Process. Furthermore, in case of any inconsistency in any of the provisions of this Bid Document with the RTPP Act, 2012 and RTPP Rules, 2013 thereto, the later shall prevail.

1.3. Schedule of Bidding Process

1.3.1. Authority shall endeavor to adhere to the following schedule for Bidding:

S. N.	Event Description	Date
1	Availability of Bid Document	Document can be downloaded from: www.eproc.rajasthan.gov.in , www.sppp.rajasthan.gov.in and www.rtdc.tourism.rajasthan.gov.in
2	Start Date of Downloading Bid document	From: 06-08-2024
3	End Date of Downloading Bid document	Upto: 29-08-2024, 02:00 PM
4	Date & Time of Pre- bid Meeting	Date: 20-08-2024, at 11:30 PM Venue: Transport Unit, RTDC Hotel Gangaur Campus, Near All India Radio Station, M. I. Road, Jaipur-302001, Rajasthan Written queries shall be submitted on E-mail (tours.rtdc@rajasthan.gov.in) OR in hard copy submitted to Office of the General Manager, Transport Unit, RTDC, Jaipur on the letter head of prospective bidder latest by 20-08-2024, 03:00 PM.
5	Mode of Submission of Bid	Online at e-Proc website (www.eproc.rajasthan.gov.in)
6	Start Date of Online Submission of Bid	From: 23-08-2024, 10:00 AM
7	Last Date of Online Submission of Bid (Bid Due Date)	Upto: 29-08-2024, 02:00 PM
8	Submission of Original Demand Draft for RISL Processing Fee, Tender Fee & Bid Security	Upto: 29-08-2024, 03:00 PM Venue: Transport Unit, RTDC Hotel Gangaur Campus, Near All India Radio Station, M. I. Road, Jaipur-302001, Rajasthan
9	Date, Time and Venue of Technical Bid Opening	29-08-2024, 04:00 PM Venue: Transport Unit, RTDC Hotel Gangaur Campus, Near All India Radio Station, M. I. Road, Jaipur-302001, Rajasthan
10	Issue of Letter of Award (LOA) to Selected Bidder	Shall be intimated to the selected Bidder at appropriate time

S. N.	Event Description	Date
11	Submission of Performance security to RTDC by the Selected Bidder	Within 7 working days of issuance of LOA
12	Signing of Contract Agreement	Within 10 working days of issuance of LOA
13	Duration of Contract	Two years, extendable for further period of One year on mutually agreeable terms & conditions as per RTPP Act, 2012 and RTPP Rules, 2013.

The above schedule is tentative. Authority reserves the right to modify the Schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

2. INSTRUCTIONS TO BIDDERS

A. General

2.1. Scope of Bid

- 2.1.1. Authority wishes to receive Bids for selection of a Bidder by whom the Work will be performed as per the provisions of the Bid document.

2.2. Minimum Eligibility Criteria

S. N.	Particulars	Documents Required
a)	Eligible Entities	
(i)	<p>Bidder must be a legally recognized business entity incorporated/ Registered in India and should be:</p> <ol style="list-style-type: none"> A proprietorship firm, or A partnership registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, or A company incorporated under the Companies Act, 1956/2013. <p>Consortium bidding is not allowed.</p>	<ol style="list-style-type: none"> Certified copy of Registration certification of the firm / Partnership deed / Certificate of incorporation etc. (as applicable) to legal status Certified copy of Articles of Association & Memorandum of Association (if applicable) Copy of Valid identity proof i.e. Aadhar Card/ Driving License/ Passport etc. in case the Bidder is a proprietorship firm. Certified copy of Income tax Registration (PAN) copy. Certified copy of GST Registration Copy, as applicable <p>as per Tech Form-2</p>
(ii)	<p>Bidder should neither be a blacklisted entity nor should its contracts have been terminated / foreclosed by any company / Government department / Public Sector Organisation within a period of 5 years preceding to the Bid Due Date, due to non-fulfilment of Contractual obligations; and</p>	<ul style="list-style-type: none"> Declaration to be provided in the format specified in Bid Forms (Tech Form-4) duly authenticated
b)	Financial Eligibility	
(i)	<p>Bidder must have minimum average annual turnover of Rs. 25.00 lac per year in three financial years ending on March 31, 2023 (i.e. 2020-21, 2021-22, 2022-23) from Tour and Transportation business.</p>	<ul style="list-style-type: none"> Certificate specifying annual turnover in last 3 financial years ending March 31, 2023 in the format specified in Bid Forms (Tech Form-7) duly certified by practising chartered accountant along with Unique Document Identification Number (UDIN) on it as per applicable rules.

S. N.	Particulars	Documents Required
(ii)	Bidder must have positive net worth as on March 31, 2023.	<ul style="list-style-type: none"> Certificate of net worth as on March 31, 2023 as per the format given in Bid Forms (Tech Form-7). Certificate shall be duly certified by practicing chartered accountant along with Unique Document Identification Number (UDIN) on it as per applicable rules.
c)	Technical Eligibility	
(i)	Bidder must have minimum experience of 5 years of business of Travel/ Transport Agencies as on bid due date;	<ul style="list-style-type: none"> Certified copy of Business registration certificate/ registration certificate with the trade association of similar activities as documentary evidence for running Business Activity.
(ii)	Bidder must have at least 5 vehicle type Tempo Travelers (A.C.)/ or Mini/ Deluxe (A.C.) Buses or Equivalent vehicles through ownership or lease agreement or similar arrangements in their name, out of which 3 vehicles must be registered in the name of Bidder and the vehicles must have make-year of 2019 or later and comply with the Bharat Stage/ Euro IV or higher Indian emission standards.	<ul style="list-style-type: none"> Copy of Registration certificate issued by transport department, copy of lease agreement with the bus owner by the bidder and other relevant documents of all their vehicles should be enclosed with the Bid by the bidder. In case of proprietorship/ partnership firm(except LLP), vehicles registered in the name of proprietor/ partners shall be eligible for consideration under the ownership category.

The Bidder shall also provide the following documents along with the Bid:

- a) A Brief on the Profile and Track Record of the Tour Operator/ Travel Agency
- b) A list of major clients handled for providing similar activities.

Note: i) All the documents as per requirement of the Bid document must be in the name of bidder only.

2.3. General Condition for Bidders

- 2.3.1. Bidder shall be required to submit its Bid containing all details as required in **Bid Forms (Tech Form and Fin Form)**.
- 2.3.2. A Bidder shall, in the last 5 years, have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or order by any procuring entity or arbitration award against the Bidder, nor been expelled from any Project or contract nor have had any contract terminated for breach by such bidder.
- 2.3.3. A Bidder shall not have a conflict of Interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. The Events of Conflict of Interest of a Bidder are given in Clause 6.2.

- 2.3.4. Authority reserves the right to contact the Bidder, their bankers, their consultants, their clients and other such sources for verifying the information, references and data submitted by the Bidder in the Bid including the supporting documents/ evidences/ certificates submitted by the Bidder(s) as required in the Bid, without further reference to the Bidder(s).
- 2.3.5. Failure by the Bidder to provide all requisite information in the Bid or additional information required by the Authority shall be at the Bidders' sole risk and cost and may impact evaluation of the Bid besides leading to rejection of Bid as being non-responsive.
- 2.3.6. The Authority shall be fully entitled to disqualify any Bidder from Bidding Process for any reasons whatsoever including but not limited to the following:
- a) failure to submit the requisite information and additional documents, based on which bidder has claimed Financial Eligibility/Technical Eligibility, within the required timeframe sought by the Authority for evaluation of the Bid;
 - b) willful misrepresentation in any document submitted by the Bidder;
 - c) if a Bidder submits more than one Bid;
 - d) the information submitted, concerning the qualifications of the Bidder, was false or constituted a misrepresentation or was materially inaccurate or incomplete;
 - e) If a Bidder submits a non-responsive or qualified or conditional Bid;
 - f) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 5 of this Bid document;
 - g) If a Bidder withdraws its Bid during the period of Bid validity as specified in this Bid document and as extended by the Bidder from time to time;
 - h) Any other conditions for which forfeiture of Bid Security has been provided under this Bid document.
- 2.3.7. In the event Authority disqualifies any Bidder under Clause 2.3.6 hereinabove, the Authority may forfeit the Bid Security of such disqualified Bidder.
- 2.3.8. Any attempts or efforts by a Bidder to influence the processing or evaluation of Bids or decision-making process of the Authority or any officer, agent or advisor thereof, may result in the rejection of such Bidder's Bid. In the event of rejection of Bid in pursuance of this provision, the Bid Security of the concerned Bidder shall be forfeited by the Authority at its sole discretion and the Bidder shall not be entitled to lodge any claims in this regard.

2.4. Payments/Fees with the Bid

- 2.4.1. In terms of this Bid document, a Bidder shall be required to submit the following for RISL Processing Fee, Tender Fee and Bid Security along with submission of its online Bid at www.eproc.rajasthan.gov.in.

Description Fee	Amount	Mode of Payment and Payable to
RISL Processing Fee	Rs. 500/-	Demand Draft (DD)/ Banker's Cheque in favour of "Managing Director, RISL" payable at Jaipur.

Tender Fee	Rs. 1,180/- (Incl. GST)	Demand Draft (DD)/ Banker's Cheque in favour of "General Manager, Transport Unit, Jaipur" payable at Jaipur.
Bid Security	Rs. 50,000/-	Demand Draft (DD)/ Banker's Cheque in favour of "General Manager, Transport Unit, Jaipur" payable at Jaipur.

- 2.4.2. Scanned copy of the Demand Drafts (DDs) for above payments/fee shall be uploaded on www.eproc.rajasthan.gov.in along with the submission of Bid. Original Demand Drafts shall be submitted physically to the Authority on date, time and venue as given in Schedule of Bidding Process at Clause 1.3.
- 2.4.3. The Bid shall be summarily rejected if it is not accompanied by the RISL Processing Fee, Tender Fee and Bid Security.
- 2.4.4. Bid Security of ineligible Bidder(s) shall be returned by the Authority without any interest as promptly as possible after signing of Contract Agreement with the selected Bidder or when the Bidding process is cancelled by the Authority. Bidders must produce original receipt of the deposit to claim the refund of bid security. In the absence of original receipt, the Bidder needs to submit the evidence of payment of bid security and produce the Indemnity bond for the same to the RTDC, based on which the RTDC officials will verify from their own account and confirm the deposit of Bid security amount for release of refund.
- 2.4.5. The Bid Security of the Selected Bidder shall be released without any interest on receipt of Performance Security, in accordance with the provisions of the LOA/ Draft Contract Agreement.
- 2.4.6. The Bid Security shall be forfeited by the Authority, at its sole discretion in the following cases:
- if the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - the Bidder withdraws/modifies/substitutes its Bid during Bid Validity Period, including any extension thereof;
 - in case of a Selected Bidder, if it fails to sign the Contract Agreement or fails to furnish the required Performance Security to the Authority within the time specified herein and in the Letter of Award (LOA);
 - in case the Bid of the Bidder is determined as being non-responsive due to its being **"Conditional"** or for any other reason, in the opinion of Authority;
 - if the Bidder refuses to accept the correction of errors in its Bid;
 - if the successful Bidder does not commence work within the timeline as per the LOA;
 - If the Bidder breaches any provision of code of integrity prescribed for Bidders specified in the Act and Chapter VI of RTPP Act/Rules.
 - any other conditions, with respect to the Bidder as well as the Selected Bidder, for which forfeiture of Bid Security has been provided under this Bid.
- 2.4.7. The Authority shall return the Bid Security after the earliest of the following events, namely:
- the expiry of Bid Validity Period; or

- b) the execution of Contract Agreement with the selected Bidder; or
- c) the cancellation/termination of Bidding Process for any reason whatsoever.

2.4.8. If the security deposit or security deposit of any bidder is already deposited in the corporation, then it will not be valid for this bid.

2.5. Bid Validity Period

2.5.1. The Bid shall remain valid for a period not less than 120 days from the Bid Due Date (the "**Bid Validity Period**"). Authority reserves the right to reject any Bid which does not meet this requirement.

2.5.2. Extension of Bid Validity Period

- a) Prior to the expiry of Bid Validity Period, the Authority, may request Bidders to extend the period of validity of their Bids for specified additional period. The request for extension shall be made in writing. A Bidder's refusal for such extension shall be treated as withdrawal of the Bid and in such circumstance the Bid Security shall be returned to the Bidder.
- b) Bidders who agree for extension of Bid Validity Period, shall be required to extend the validity of their Bid Security/ or provide fresh Bid Security (as applicable) in conformity with this Clause.
- c) When an extension of the Bid Validity Period is requested, Bidder(s) shall not be permitted to change the terms and conditions of their Bid(s).

2.6. Number of Bids and Cost thereof

2.6.1. No Bidder shall submit more than 1 Bid for the Work in response to the Bid document. Any Bidder who submits more than 1 Bid for the same Work shall be disqualified.

2.6.2. Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority shall not be responsible or in way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.7. Visit to the office for Information

2.7.1. The Bidder or any of its authorised representatives may visit the office of the Authority, to get the clarity regarding terms of Bid documents for submission of its proposal.

2.8. Acknowledgement by Bidder

2.8.1. It shall be deemed that by submitting the Bid, the Bidder has:

- a) made a complete and careful examination of the Bid document including but not limited to (i) Scope of Work defined in Annexure-1 to Bid document etc;
- b) accepted the risk of inadequacy, errors or mistake in the information provided in the Bid document or furnished by or on behalf of Authority relating to any of the matters referred to in Clause 2.8.1 herein; and
- c) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.8.2. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bid

document or the Bidding Process, including any error or mistake therein or for any information or data given by the Authority.

2.9. Right to Accept or Reject any or all Bids

2.9.1. Notwithstanding anything contained in this Bid document, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligations for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all the participating Bidders to submit fresh Bids hereunder.

2.9.2. The Authority reserves the right to reject any Bid if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Bidder for evaluation of the Bidder.

In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof including any of the Eligibility Criteria conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any material incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of Letter of Award (LOA) or entering into the Contract Agreement, and if the Bidder has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained herein or in this Bid document, be liable to be terminated, by communication in writing by the Authority to the Bidder, without Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this Bid document and the Draft Contract Agreement or under applicable law. In such case, the Authority shall have right to forfeit the Bid Security/ or the Performance Security, as the case may be, or any other sum of the Consultant available with the Authority. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bid document any time after the submission by the Bidder and till the subsistence of the Contract Agreement. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority.

2.10. Communication between the Bidders and the Authority

2.10.1. All communications to the Authority, in the context of this Bid document and related issues, unless specified otherwise, shall be addressed to;

General Manager,

Transport Unit,

Rajasthan Tourism Development Corporation Limited (RTDC)

RTDC Hotel Gangaur Campus, Near All India Radio Station,

M. I. Road, Jaipur-302001, Rajasthan

Phone: 0141-2375835, 2375466; **E-mail:** tours.rtdc@rajasthan.gov.in

2.10.2. All communications to the Bidders shall be sent to the designated person/ representative of the prospective Bidder at the address mentioned in the covering/ forwarding letter of its Bid,

as addressed to the Authority unless the Authority is advised otherwise by the concerned prospective Bidder.

- 2.10.3. The Authority shall not entertain or enter into any correspondence (written or oral) with the Bidders except where the Authority seeks clarification from prospective Bidder or where a prospective Bidder seeks clarification from the Authority in writing before submission of Bid, whereupon the Authority may provide written clarifications.

B. Bid Document

2.11. Availability of Bid Document

- 2.11.1. The Bid document (in PDF format) shall be available on www.eproc.rajasthan.gov.in and www.sppp.rajasthan.gov.in during the period mentioned in Schedule of Bidding Process at Clause 1.3.
- 2.11.2. Prospective Bidders can download the Bid document from the above websites but shall be required to remit the cost of Bid document (Tender Fee) in the manner and form as prescribed in Clause 2.4.

2.12. Pre-bid Meeting

- 2.12.1. A Pre-Bid Conference shall be held on the date, time and venue mentioned in Clause 1.3 (Schedule of Bidding Process) to clarify and discuss any provisions or requirements related to this Bid document. All interested parties can participate in the Pre-Bid Conference.
- 2.12.2. All queries to be raised at the Pre-Bid Conference shall be submitted to the Authority in writing on or before the scheduled date and time of Pre-Bid Conference. Written queries shall be submitted at the address given in Clause 2.10.1 in the following format:

S. N.	Reference Clause of Bid	Subject/Title	Query/ Clarification Sought

- 2.12.3. The Authority shall endeavor to respond the written queries received from the prospective Bidders. However, the Authority reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any query or to provide any clarification.
- 2.12.4. Verbal clarifications and information given by the Authority or its employees or representatives advisors/consultants shall not in any way or manner be binding on the Authority.

2.13. Amendment in the Bid Document

- 2.13.1. At any time prior to the Bid Due Date, the Authority may for any reason, whether on its own initiative or as a result of a response to written queries, modify the Bid document/ extend Bid Due Date by issuing an **"Addendum"**. Any modification of the Bid document shall be made by the Authority exclusively through the issue of Addendum.

- 2.13.2. Addendum shall be notified on www.eproc.rajasthan.gov.in or www.sppp.rajasthan.gov.in. Such Addendum shall become part of the Bid document.

C. Preparation & Submission of Bid

2.14. Language of the Bid

- 2.14.1. The Bid and related documents to the Bid and all correspondence exchanged between Bidder(s) and the Authority shall be in English language. Supporting documents and printed literature furnished by the Bidder(s) in another language shall be accepted provided they are accompanied with accurate translation of the relevant passages in the English language. Supporting materials, which are not translated into English, shall not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.15. Format and Signing of the Bid

- 2.15.1. The Bidder shall provide all the information sought under this Bid document.
- 2.15.2. Bidder shall submit their Bids in accordance with the provisions set forth in this Bid document. In order to enable consistency among Bids and to facilitate smooth evaluation by the Authority, some formats in which the Bidders shall provide information/data comprising Bids are given in this Bid document. The Authority shall evaluate only those Bids that are received in the required format complete in all respects and in line with the instructions contained in this Bid document.
- 2.15.3. The Bid shall be signed and stamped on each page initialed by a person duly authorised to sign on behalf of Bidder holding Power of Attorney, as per the format as specified in **Bid Forms (Tech Form-3)**. The Bid shall be in PDF format with all pages numbered serially along with an index. The PDF format shall be uploaded on the website as provided in this Bid.
- 2.15.4. The Financial Bid shall be submitted in the format as specified in **Bid Forms (FIN Form-1(BOQ))**.
- 2.15.5. Any corrections in the Bid such as interlineations, erasures or overwriting shall be valid only if they are signed and stamped by a person duly authorized to sign on behalf of Bidder.
- 2.15.6. A single stage two-part (Technical Bid and Financial Bid) system shall be followed for the Bid as outlined below:
- (i) Technical Bid, including Fee details (Tender Fee, RISL Processing Fee and Bid Security) in PDF format
 - (ii) Financial Bid in MS-Excel format
- 2.15.7. Technical Bid (the "**Technical Bid**") shall consist of the following documents:

S. N.	Document Type	Document Format
1	Submission Letter of Bid	as per the format specified at Tech Form-1 (in PDF Format)
2	Bid document Fee	Scanned copy of Demand Draft (in PDF Format)
3	RISL Processing Fee	Scanned copy of Demand Draft (in PDF Format)

S. N.	Document Type	Document Format
4	Bid Security	Scanned copy of Demand Draft
5	Details of Bidder	as per the format specified at Tech Form-2 (in PDF format)
6	Certified copy of Certificate of registration/ incorporation as applicable to legal status of the Bidder	Scanned copy of documents (in PDF format)
7	Power of Attorney for Signing Authority	as per the format specified at Tech Form-3 (in PDF format)
8	Affidavit for No Blacklisting	as per the format specified at Tech Form-4 (in PDF format)
9	Anti-Collusion Certificate	as per the format specified at Tech Form-5 (in PDF format)
10	Declaration by Bidder regarding qualification	as per the format specified at Tech Form-6 (in PDF format)
11	Financial Eligibility	as per the format specified at Tech Form-7 (in PDF format)
12	Affidavit of No Dues towards Government Taxes	as per the format specified at Tech Form-8 (in PDF format)
13	Letter of Financial Bid Submission	as per the format specified at Tech Form-9 (in PDF format)
14	Details of Vehicles claimed under the Bid	as per the format specified at Tech Form-10 (in PDF format)
15	All other documents/ supporting/ information required to be submitted along with Bid as mentioned in the Bid document	in PDF format

2.15.8. Financial Bid (the "**Financial Bid**") shall consist of the following document:

S. N.	Document Type	Document Format
1	Financial Bid	As per as per the format specified at FIN Form-1 (format available at www.eproc.rajasthan.gov.in)

2.16. Submission of Bid

2.16.1. 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 Bid document and in the format and manner as detailed in Clauses 2.15.7.

2.16.2. Bid shall be submitted/ uploaded online on www.eproc.rajasthan.gov.in only. Bidders must register on www.eproc.rajasthan.gov.in (Bidders already registered

www.eproc.rajasthan.gov.in before 30-09-2011 must register again). Bidders are advised to refer to the orders issued by the Finance Department, GoR vide F.1(1)FD/GF&AR/2007 (Circular No. 19/2011) dated 30.09.2011 for getting acquainted with e-tendering process.

- 2.16.3. 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.
- 2.16.4. Bidders are also advised to refer "Bidders Manual Kit" available at e-procurement website for further details about the e-Tendering process.
- 2.16.5. Training for the Bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by RISL on a regular basis. Bidders interested in training may contact e-Procurement Cell, RISL for booking the training slot.

Contact No.: 0141-4022688 (Help desk 10 am to 6 pm on all working days)

E-mail: eproc@rajasthan.gov.in

- 2.16.6. Bid (Technical Bid and Financial Bid) submitted/uploaded on www.eproc.rajasthan.gov.in shall be digitally signed with DSC of the Authorised Signatory.
- 2.16.7. After submission of Bid on 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 Schedule of Bidding Process as given at Clause 1.3. Non-submission of the above shall lead to non-acceptance of the Bid submitted/uploaded by the Bidder.

2.17. Last Date of Submission of Bid (Bid Due Date)

- 2.17.1. Bid should be submitted/ uploaded on www.eproc.rajasthan.gov.in during the period given in Schedule of Bidding Process at Clause 1.3 in the manner and form as detailed in the Bid Document. ***Bidders are requested to upload their Bids well in time so as to avoid 11th hour issues such as slow speed of internet, website hanging/ choking/ slow downloading due to heavy load or any other unforeseen situation.***
- 2.17.2. Authority may at its sole discretion, extend the Bid Due Date by issuing an Addendum.

2.18. Withdrawal, Substitution and Modification of Bids

- 2.18.1. A Bidder may withdraw/substitute/modify its Bid (Technical and/or Financial Bid) as per the instruction/procedure (if available) at www.eproc.rajasthan.gov.in till Bid Due Date. Bidder shall not be permitted to withdraw/substitute/modify its Bid after Bid Due Date.
- 2.18.2. Bid withdrawn shall not be opened and processed further.

D. Opening of Bids

2.19. Opening of Technical Bid

- 2.19.1. The Authority, in first-part, shall open the Technical Bids on the date and time mentioned in the Schedule of Bidding Process given at Clause 1.3 in the presence of the Bidders or their authorized representatives who choose to attend.

- 2.19.2. Authority shall prepare a list of the Bidders or their representatives attending the opening of Technical 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.
- 2.19.3. All the documents comprising of Technical Bid shall be downloaded from www.eproc.rajasthan.gov.in only for the Bidders who have submitted the original Demand Draft (DD) for RISL Processing Fee, Tender Fee, Bid Security as per the date, time and venue mentioned in Schedule of Bidding Process given at Clause 1.3 and in conformity with the provisions set-forth in the Bid document.
- 2.19.4. Any information contained in the Bid shall not in any way be construed as binding on the Authority, its successors or assigns, but shall be binding on the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 2.19.5. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 2.19.6. If any information furnished by the Bidder is found to be incomplete, or contained in format other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information from evaluating the eligibility of the Bidder.
- 2.19.7. In the event that a Bidder claims credit for eligibility under the Eligibility Criteria, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from admissibility for purposes of the Eligibility Criteria. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with provisions of Clause 2.9.2.

2.20. Confidentiality

- 2.20.1. 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 Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority 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 Authority 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 Authority or as may be required by law or in connection with any legal process.
- 2.20.2. The Authority 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 Bid 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 Authority may consider appropriate has been furnished by the Bidder.
- 2.20.3. 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.
- 2.20.4. 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.

2.21. Tests of Responsiveness

- 2.21.1. Prior to evaluation of Bids, Authority shall determine whether each Bid is responsive to the requirements of the Bid Document. A Bid shall be considered responsive only if:
 - a) It is received as per the formats specified in Clauses 2.15.6;
 - b) It is received by the Bid Due Date including any extensions thereof in pursuant to Clause 2.17;
 - c) it is signed and submitted in accordance with Clauses 2.15 and 2.16;
 - d) it is accompanied by the Power of Attorney in the format as specified at Tech Form-3;
 - e) it contains all the information and documents (complete in all respects) as requested in this Bid document;
 - f) it contains information in formats same as those specified in this Bid document;
 - g) it does not contain any condition or qualification; and
 - h) it is not non-responsive in terms hereof.
- 2.21.2. The Authority 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 Authority in respect of such Bid.

2.22. Clarifications by the Bidders

- 2.22.1. To facilitate evaluation of Bids, Authority may, at its discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.22.2. If a Bidder does not provide clarifications sought under Clause 2.22.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bidder does not provide the clarifications within the stipulated time, Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of Authority.

2.23. Qualification of Bidders and Notification

- 2.23.1. After the evaluation of the Technical Bids in first-part, Authority would announce a list of **"Technically Qualified Bidders"** whose Financial Bids will be opened in the second part.
- 2.23.2. Authority shall upload the result of evaluation of Technical Bids on www.eproc.rajasthan.gov.in or www.sppp.rajasthan.gov.in and notify each Bidder whether it has been qualified or disqualified in the evaluation of Technical Bid.

- 2.23.3. Authority shall also notify about the date, time and venue of opening of Financial Bids on www.eproc.rajasthan.gov.in or www.sppp.rajasthan.gov.in and also individually to each of the Technically Qualified Bidders.

2.24. Opening of Financial Bids

- 2.24.1. In the second part, the Financial Bids of only Technically Qualified Bidders shall be opened who shall be informed about the venue, date and time of opening of Financial Bids.
- 2.24.2. The Financial Bids of only Technically Qualified Bidders shall be downloaded from www.eproc.rajasthan.gov.in and opened in the presence of representatives of the Eligible Bidders, who choose to attend.

2.25. Proprietary data

- 2.25.1. All documents and other information supplied by Authority or submitted by a Bidder to Authority shall remain or become the property of the Authority.
- 2.25.2. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. Authority will not return any Bid or any information provided therewith.

2.26. Correspondence with the Bidder

- 2.26.1. Save and except as provided in this Bid document, Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

3. CRITERIA FOR EVALUATION

3.1. Method of Evaluation of Bids

- 3.1.1. Bidder shall be selected through competitive bidding process. The process of evaluation of Bids is given subsequently.

3.2. Technical Bids

- 3.2.1. In first part, the Authority shall carry out a detailed evaluation of the Technical Bid in order to determine whether the Technical Bid is in accordance with the requirements set forth in the Bid.
- 3.2.2. The vehicle's fleet of all the Bidders and their present conditions will be inspected by the committee constituted by the Authority and after fully satisfaction about all the above by the committee only, the financial proposal of the Bidder concerned will be eligible for opening.
- 3.2.3. Bidders who meet the Minimum Eligibility Criteria set forth in Clause 2.2 shall be termed as **"Eligible Bidders"**.
- 3.2.4. Bidders who do not meet the Minimum Eligibility Criteria set forth in Clause 2.2 shall be termed as **"Ineligible Bidders"**.
- 3.2.5. The Authority shall upload the result of Technical Bid Evaluation on www.eproc.rajasthan.gov.in or www.sppp.rajasthan.gov.in.
- 3.2.6. The Authority shall also notify about the date, time and venue of opening of Financial Bids in second part only to the Eligible Bidders.

3.3. Financial Bids

- 3.3.1. In second part, the Authority shall examine and compare the Financial Bids submitted by the Technically Qualified Bidders, taking into account the following factors:
- a) Overall, completeness and compliance as per the instructions given in this Bid Document.
 - b) The Financial Bid that does not meet minimum acceptable standards of completeness, consistency and detail as required by Bid document shall be rejected for non-responsiveness.
 - c) Conditional Bids are liable to be rejected.
- 3.3.2. In second part (Financial Bid), Bidder shall quote the rate per person for each type of tour (**"Bid Price"**) for two years of the contract.
- 3.3.3. Bid Price quoted by the Bidder(s) shall be exclusive of GST and inclusive of all other applicable taxes, duties, cess, surcharges, levies, etc.
- 3.3.4. Bid Price quoted by the Bidder shall be inclusive for all scope of work mentioned in the bid document, its obligations as per terms of the Contract Agreement.
- 3.3.5. No adjustment for changes in costs escalation (price variation) shall be admissible in the Bid Price in any case during subsistence of the Contract Agreement.
- 3.3.6. Rates quoted by Bidder in its Financial Bid shall be admissible and considered for evaluation upto to two digits only after decimal.

- 3.3.7. After opening, Financial Bids shall be ranked on the basis of Rates quoted by Bidders in their Financial Bid. Bidder quoting the Lowest Rates for each type of tour for the two years shall be ranked as lowest Bidder (L1) and other Bidders in ascending order (e.g. L2, L3, L4, etc. on the basis of lowest to highest rates).
- 3.3.8. Bidder quoting the lowest rates for each tour (L1 Bidder) shall be selected and adjudged as the successful Bidder for the scope of work covered under the bid. Therefore, more than one successful bidder can be selected under the Bid process to operate tours as per the scope of work.
- 3.3.9. The Payment of tour charges by RTDC to the Selected Bidder shall be subject to Tax Deduction at Source (TDS) and any other deduction as per order of Central/State Govt.
- 3.3.10. After selection, a Letter of Award (the "**LOA**")/ Work Order shall be issued by the Authority to the lowest Bidder/ Selected Bidder.
- 3.3.11. After issuance of the LOA/ Work Order as aforesaid to the lowest Bidder/Selected Bidder/s, it shall cause the Selected Bidder/s to submit the Performance Security as specified in Clause 4.1. within 7 working days of issuance of LOA/ Work Order and shall be required to execute Contract Agreement on non-judicial stamp paper of appropriate value, as applicable, within 10 working days of issuance of LOA/ Work Order. Bidder/s shall not be entitled to seek any deviation, modification or amendment in the Contract Agreement.
- 3.3.12. In the event that financial bids of two or more bidders are same (equal Rates) but lower than the others, RTDC shall ask for negotiation through close sealed bidding process on the spot from such bidders who have quoted same amount (equal rates in percentage).
- 3.3.13. In the event that lowest Bidder (L1 Bidder) withdraws for any reason, RTDC shall invite the remaining Bidders in order of their Financial Bid (L2, L3, L4,) to match the Financial Bid of L1 Bidder.
- 3.3.14. In the event no Bidder offers to match the Financial Bid of Lowest Bidder (L1) or agree on a negotiated Fees, the Authority in its discretion, may annul the bidding process and invite fresh bids for the Project.
- 3.3.15. In case, the Contract Agreement is not executed within 10 working days, for reasons attributable to the Lowest Bidder/ Selected Bidder(s), the Authority reserves the right to cancel the LOA/ Work Order and appropriate/ forfeit the Bid Security/ Performance Security, as the case may be.

4. OTHERS

4.1. Performance Security

- 4.1.1. For securing the due and punctual performance of its obligations under the Contract Agreement, the Successful Bidder(s) shall, within 7 working days of issue of LOA/ Work Order by the Authority to the Successful Bidder(s), submit Security equal to 5% of the estimated value of services mentioned in the issued LOA/ Work Order, issued from a Scheduled Bank in favour of **"General Manager, Transport Unit, Jaipur"**, payable at Jaipur in the form of Demand Draft/ Banker's Cheque (the **"Performance Security"**). On receipt of written request from the selected service provider, amount paid towards earnest money may be adjusted against the amount of performance security subject to the payment of remaining amount of performance security.
- 4.1.2. Performance Security shall remain valid upto 60 days beyond the expiry of contract Period (including extended period, if any).
- 4.1.3. No interest shall be payable on Performance Security. RTDC shall release/refund the Performance Security to Selected Bidder upon expiry of contract period and successful completion of work as per terms of agreement subject to deduction of any amount payable by Selected Bidder to RTDC.

4.2. Forfeiture of Performance Security

- 4.2.1. Performance Security amount in full or part may be forfeited in the following cases: -
- (a) When any terms and conditions of the contract are breached.
 - (b) Upon occurrence of Bidder default or fails to perform the work satisfactorily as per the terms and conditions of the Contract and Bid document, the Procuring Entity shall without prejudice to its other rights and remedies, hereunder or in law, be entitled to encash from the Performance security as damages for such Bidder default; or
 - (c) If the Bidder breaches any provision of the Code of Integrity prescribed for Bidders under Section 11 of RTPP Act and Chapter VI of RTPP Rules and this Bidding Document the Bidder would be liable for forfeiture of the Performance security.
 - (d) If in the judgement of the Procuring Entity the bidder with beneficial ownership from countries sharing land border with India as per Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021, for participation in any public procurement in the State, who can only be allowed after prior registration with the competent authority has not complied with the requirement.

Notice of reasonable time will be given in case of forfeiture of Performance security. The decision of the Managing Director, RTDC Ltd., Jaipur in this regard shall be final.

5. FRAUD AND CORRUPT PRACTICES

5.1. Fraud and Corrupt Practices

- 5.1.1. Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, Authority may reject a Bid without being liable in any manner whatsoever to the Bid if it determines that the Bid has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 5.1.2. Without prejudice to the rights of Authority under Clause 5.1.1 hereinabove, if a Bid is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any Bid issued by during a period of 5 years from the date such Bidder is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 5.1.3. For the purposes of this Clause 5, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical advisor of Authority in relation to any matter concerning the Project;
 - b) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c) **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

- e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

6. MISCELLANEOUS

6.1. Miscellaneous

- 6.1.1. The Bidding Process shall be governed by, and construed in accordance with, the RTPP Act, 2012 and RTPP Rules, 2013 and the Courts at Jaipur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.1.2. Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) qualify or not to qualify any Bidder and/ or to consult any Bidder in order to receive clarification or further information; retain any information and/ or evidence submitted to Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.1.3. It shall be deemed that by submitting the Bid, the Bidder agrees and indemnifies Authority, its employees, Project management consultant, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bid document, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

6.2. Conflict of Interest

- 6.2.1. A Conflict of Interest for Authority or its personnel and Bidders is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations
- 6.2.2. The situations in which the Authority or its personnel may be considered to be in Conflict of Interest includes, but not limited to, following:-
- a) A Conflict of Interest occurs when Authority'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.
 - b) 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, employment after retirement from Authority's service or the receipt of a gift that may place Authority's personnel in a position of obligation.

- c) A Conflict of Interest also includes the use of Authority's assets, including human, financial and material assets, or the use of Authority's office or knowledge gained from official functions for private gain or to prejudice the position of someone Authority's personnel does not favour.
 - d) A Conflict of Interest may also arise in situations where Authority's personnel is seen to benefit, directly or indirectly, or allow a third party, including family, friends or someone they favour, to benefit from Authority personnel's actions or decisions.
- 6.2.3. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:-
- a) they have controlling partners in common;
 - b) they receive or have received any direct or indirect subsidy from any of them;
 - c) they have the same legal representative for purposes of the Bid;
 - d) 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;
 - e) 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
 - f) 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.

6.3. Prohibition against Collusion amongst Bidder(s)

- 6.3.1. Each Bidder shall warrant by its Bid that the contents of its Bid have been arrived at independently. Any Bid which has been arrived at through connivance or collusion or pooling amongst two or more Bidder(s) shall be deemed to be invalid and the Bid Security of concerned Bidder(s) shall be forfeited at sole discretion of Authority.

6.4. Interpretation of Documents

In the interpretation of this Bid, unless the context otherwise requires:

- (i) The singular of any defined term includes the plural and *vice versa*, and any word or expression defined in the singular has the corresponding meaning used in the plural and *vice versa*;
- (ii) Reference to any gender includes the other gender;
- (iii) Unless otherwise stated, a reference to a Clause, Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this Bid;
- (iv) A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
- (v) The terms "include" and "including" shall be deemed to be followed by the words

- "without limitation", whether or not so followed;
- (vi) Any reference to a person shall include such person's successors and permitted assigns;
 - (vii) A reference to a "writing" or "written" includes printing, typing, lithography and other means of reproducing words in a visible form;
 - (viii) Any date or period set forth in this Bid shall be such date or period as may be extended pursuant to the terms of this Bid;
 - (ix) A reference to "month" shall mean a calendar month, a reference to "week" shall mean a calendar week and a reference to "day" shall mean a calendar day, unless otherwise specified.
 - (x) The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this Bid mean and refer to this Bid and not to any particular Article, Clause or Section of this Bid. The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this Bid so specified;
 - (xi) In case of any conflict, discrepancy or repugnancy between the provisions of Bid document, provisions of the Contract Agreement shall prevail and supersede the provisions of all other documents;
 - (xii) The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the Agreement;
 - (xiii) All capitalized words and expressions used in the Bid shall have the meaning as ascribed to them in the Bid. In case the same is not defined in the Bid then they shall have the same meaning as ascribed to them in the Contract Agreement.
 - (xiv) The provisions of RTPP Act, 2012 and RTTP Rules, 2013 shall be applicable for this bidding. Furthermore, in case of any inconsistency in any of the provisions of this Bid document on one hand and the RTPP Act 2012 and the RTTP Rules, 2013 on the other hand, the later shall prevail.

6.5. Grievance Handling During Bidding Process

- 6.5.1. Any grievance of a Bidder pertaining to the bidding process shall be by way of filing an appeal to the first or second Appellate Authority, as the case may be, in accordance with the provisions of chapter III of The Rajasthan Transparency in Public Procurement Act, 2012 and chapter VII of The Rajasthan Transparency in Public Procurement Rules, 2013.

Particulars	Designation	Address
First Appellate Authority	Managing Director, Rajasthan Tourism Development Corporation	Paryatan Bhawan, Opposite Vidhyakpuri Police Station, Jaipur-302001. Tel no. 91-141-2371138
Second Appellate Authority	Principal Secretary, Department of Tourism, Government of Rajasthan	Paryatan Bhawan, Opposite Vidhyakpuri Police Station, Jaipur-302001. Tel no. 91-141-2227389

Bid Forms

Tech Form-1: Submission Letter of Technical Bid

Ref.

Dated:

General Manager,

Transport Unit,

Rajasthan Tourism Development Corporation Limited (RTDC)

RTDC Hotel Gangaur Campus, Near All India Radio Station, M. I. Road, Jaipur-302001, Rajasthan

E-mail: tours.rtdc@rajasthan.gov.in

Sub:- Bid for Selection of Tour Operators/ Travel Agencies to Operate Special Package Tours of RTDC for Two Years

Dear Sir,

Being duly authorized to represent and act on behalf of _____ (hereinafter referred as the "**Bidder**") and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for apply for eligibility for the "Project" mentioned in subject line.

We are enclosing our Technical Bid with the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Bid are complete, true and correct in every detail.

We confirm that our Bid is valid for a period of 120 days from the due/last date of submission of Bid (Bid Due Date) and our Bid are unconditional.

We hereby also confirm the following:

1. The Bid is being submitted by _____ (name of Bidder) in accordance with the conditions stipulated in the Bid Document.
2. We have examined in details and have understood the terms and conditions stipulated in the Bid document issued by General Manager, Transport Unit, Rajasthan Tourism Development Corporation Limited ("**Authority**") and in any subsequent communication sent by it. We further confirm that we have examined and have no reservations to the Bid document, including Addendum/ issued vide dated..... We understand that the Addendum shall form an integral part of the Bid document.
3. We acknowledge and confirm that we have undertaken a due diligence audit of all aspects of the bid, including legal due diligence, Consultant's obligation to perform the Project and on the basis of its independent satisfaction hereby agree to undertake the Project in accordance with the terms and conditions of this Bid document.
4. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the Bid document or in any of the subsequent communications from Authority.
5. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the Bid document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
6. We agree to submit Demand Draft/ Banker's Cheque for a sum of Rs. ----- as Performance Security on being identified as Selected Bidder as per terms and conditions of Bid document.

7. In the event of our Bid being accepted, we agree to enter into the Contract Agreement within the stipulated period of 10 days from the date of issue of LOA/ work order with the Authority for exclusive implementation, incorporating the conditions of the Bid including the Draft Contract Agreement thereto annexed and written acceptance thereof.
8. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare this Bid and as applicable for implementation of the Project in the event that we are finally selected.
9. We confirm that all the terms and conditions of the Bid are firm and valid for acceptance for a period of 120 days from the Bid Due Date.
10. We as the authorized representative(s) of the Bidder hereby declare that all the information and statements made in this Bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to abide by all the terms and conditions of the Bid document.
11. We understand that the Rajasthan Tourism Development Corporation Limited is not bound to accept any Proposal/Bid received by it.

Thanking You,

Yours faithfully,

For and on behalf of : ----- (Name of Bidder and seal)

Signature : ----- (Authorised Signatory)

Name of the Person :-----

Designation :-----

Seal of the Bidder : -----

Date : -----

Place : -----

Tech Form-2: Details of the Bidder

1	Name of Work for which Bid is Submitted	Selection of Tour Operators/ Travel Agencies to Operate Special Package Tours of RTDC for Two Years
2	Name of Bidder	
3	Legal Status of Bidder	
4	Date of Incorporation/Registration	
5	Brief Description of Bidder's Organisation	
6	Office Address of Bidder with Contact & Communication details	
7	Address of Operating/ Branch Office in Jaipur, if Registered office is situated out of Jaipur Contact details	
8	Details of Individual(s) who shall serve as the point of contact/communication Authority for this Bid	Name: Designation: Address: Telephone: E-mail:
9	Particulars of Authorised Signatory	Name: Designation: Address: Telephone: E-mail:
10	Details of submission of Cost of Bid document/ Tender Fees	DD/BC Number Date Issued by Branch
11	Details of submission of Bid Security	DD/BC Number Date Issued by Branch
12	Details of submission of RISL Processing Fee	DD/BC Number Date Issued by Branch

13	Bank Account Details (For refund of Bid security deposit/EMD)	<p>All the below information must be filled in BLOCK LETTERS ONLY. Copy of cancelled cheque having the above details must be enclosed.</p> <p>a. Name of the account holder</p> <p>b. Bank Name</p> <p>c. Branch</p> <p>d. Account No.</p> <p>e. IFSC Code</p>
14	GST Registration No.	
15	PAN No.	
16	EPF Registration No.	

Note:

- a) Bidder shall also submit certified copy of certificate of registration/ incorporation as applicable to legal status of the Bidder and other details viz. copy of GST registration certificate, PAN Card, EPF registration certificate duly signed by Authorised Signatory with Bidder's seal.
- b) Bidder shall also submit self-certified copy of Articles of Association & Memorandum of Association, if applicable.
- c) In case any or all of the provisions mentioned above are not applicable, the Bidder should give a declaration to that effect. Non submission will not be considered as exemption.

For and on behalf of : ----- (Name of Bidder and seal)

Signature : ----- (Authorised Signatory)

Name of the Person :-----

Designation :-----

Seal of the Bidder : -----

Date : -----

Place : -----

Tech Form-3: Power of Attorney for Signing Authority

(to be submitted by Bidder (except cases where bidder itself signed the bid) on Non-Judicial Stamp Paper of Requisite Value as per Prevalent Stamp Duty (not less than Rs.100/-) and duly attested by Notary Public)

Know all men by these presents, We ----- (name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name), ----- who is presently employed with us, -----, name Bidder, and holding the position of -----, as our true and lawful attorney (hereinafter referred as the **"Authorised Signatory"**) 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 Bid for **Selection of Tour Operators/ Travel Agencies to Operate Special Package Tours of RTDC for Two Years (the "Project")** issued by General Manager, Transport Unit, Rajasthan Tourism Development Corporation Limited (**"Authority"**) including but not limited to signing and submission of all Bids, Bids and other documents and writings, and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into the Contract Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Authorised Signatory pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, -----, THE ABOVE NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ----- DAY OF -----, 2024

For

(Signature, name, designation and address)

(Notarized)

Accepted

(Signature)

(Name, Title and Address of the Authorised Signatory)

Witnesses:

- 1.
- 2.

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Tech Form-4: Affidavit for No Blacklisting

(to be submitted by Bidder on Non-Judicial Stamp Paper of Requisite Value as per Prevalent Stamp Duty (not less than Rs.100/-) and duly attested by Notary Public)

General Manager,

Transport Unit,

Rajasthan Tourism Development Corporation Limited (RTDC)

RTDC Hotel Gangaur Campus, Near All India Radio Station, M. I. Road, Jaipur-302001, Rajasthan

E-mail: tours.rtdc@rajasthan.gov.in

In response to Bid for **Selection of Tour Operators/ Travel Agencies to Operate Special Package Tours of RTDC for Two Years** (the "Project") dated -----, as an Authorised Signatory of ----- (name of Bidder), I hereby declare that presently the --
----- (name of Bidder), at the time of bidding:

- a) is competent to get into a contract as per the provisions of Indian Contract Act, 1872.
- b) possesses the necessary professional, technical, financial and managerial resources and competence required by the Bid document issued by General Manager, Transport Unit, Rajasthan Tourism Development Corporation Limited (the "Authority").
- c) has fulfilled its obligations to pay such of the taxes payable to Government of India and the State Government or any local authority as specified in the Bid document.
- d) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices and is not barred either indefinitely or for a particular period of time by any State/ Central Government/ Union Territory (UT)/ Public Sector Undertaking (PSU).
- e) is not barred under the Rajasthan Transparency Public Procurement (RTPP) Act, 2012 and Rajasthan Transparency Public Procurement (RTPP) Rules, 2013 from participating in Bidding Process.
- f) does not have any previous transgressions with any entity in India or any other country during the last 5 years.
- g) does not have any debarment by any other procuring entity.
- h) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons.
- i) does not have, and our Partner/officers/office bearers (*wherever applicable*) 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 5 years preceding to the Bid Due Date, or not have been otherwise disqualified pursuant to debarment proceedings.
- j) does not have a conflict of interest as mentioned in the Bid Document which materially affect the fair competition.
- k) will comply with the code of integrity as specified in the Bid document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, our Bid

Security/ Performance Security may be forfeited in full and our Bid, to the extent accepted, may be cancelled.

Thanking You,

For and on behalf of : -----(name of the Bidder)

Signature : -----(Authorised Signatory)

Name of the Person :-----

Designation :-----

Seal of the Bidder : -----

Date : -----

Place : -----

Tech Form-5: Anti-Collusion Certificate

(to be submitted by the Bidder)

We hereby certify and confirm that in the preparation and submission of this Bid in response to the Bid issued by General Manager, Transport Unit, Rajasthan Tourism Development Corporation Limited, (the "**Authority**") for **Selection of Tour Operators/ Travel Agencies to Operate Special Package Tours of RTDC for Two Years** (the "**Project**") we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor paid nor shall offer nor pay, directly or indirectly, any illegal gratifications, in cash or kind, to any person or agency in connection with the Bid.

Date this.....Day of2024

For and on behalf of : -----(name of the Bidder)

Signature : -----(Authorised Signatory)

Name of the Person :-----

Designation :-----

Seal of the Bidder : -----

Date : -----

Place : -----

Tech Form-6: Declaration by the Bidder Regarding Qualification

(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)

Ref.

Dated:

General Manager,

Transport Unit,

Rajasthan Tourism Development Corporation Limited (RTDC)

RTDC Hotel Gangaur Campus, Near All India Radio Station, M. I. Road, Jaipur-302001, Rajasthan

E-mail: tours.rtdc@rajasthan.gov.in

Sub:- Declaration by the Bidder regarding Qualifications

In relation to my/ our Bid submitted for "**Selection of Tour Operators/ Travel Agencies to Operate Special Package Tours of RTDC for Two Years**" in response to their Notice Inviting Bids No. Dated We hereby agree and declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. 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. 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. We do not have, and our directors/ Partners and officers have not 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 no have been otherwise disqualified pursuant to debarment proceedings;
5. We do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;
6. We have read and understood the Bid document;
7. Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Bid, we hereby represent and confirm that our Bid is unqualified and unconditional in all respects and we agree to the terms of the Bid document including the Draft Contract Agreement.

For and on behalf of : -----((name of the Bidder)

Signature : ----- (Authorised Signatory)

Name of the Person :-----

Designation :-----

Seal of the Bidder : -----

Date & Place : -----

Tech Form-7: Financial Eligibility

(Certificate from Practicing Chartered Accountant on its Letterhead on its Letterhead)

(to be submitted by each Bidder)

Name of the Bidder:

Net worth		Annual Turnover		
As on	(Amount in Rs.)	Financial Year	Annual Turnover (Amount in Rs.)	Turnover from Tour and Transportation Business (Amount in Rs.)
March 31, 2023		FY 2020-21		
		FY 2021-22		
		FY 2022-23		
		Total		
		Average Annual Turnover		

This is to certify that the information contained above are true and correct as per the audited/certified financial accounts of M/s having its office at(address of the bidder).

Date:

Place:

(Signature, Name, Designation, Membership Number of the CA/Authorised Signatory of CA Firm)

Name and Seal of CA/CA Firm

UDIN.....

Note:-

- The above Form shall be filled and certified by the practicing-chartered accountant.
- Bidder must submit certified copy of the Financials and Income tax return acknowledgement downloaded from the Income tax Portal for FY2021-21, FY2021-22, FY2022-23 with the bid.

Tech Form-8 : Affidavit of No Dues towards Government Taxes

(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)

Ref.

Dated:

General Manager,

Transport Unit,

Rajasthan Tourism Development Corporation Limited (RTDC)

RTDC Hotel Gangaur Campus, Near All India Radio Station, M. I. Road, Jaipur-302001, Rajasthan

E-mail: tours.rtdc@rajasthan.gov.in

Sub:- Affidavit of No Dues towards Government taxes

We..... (name and address of Bidder) hereby undertake that there no pending tax liability towards any tax authorities in India (e.g. Income Tax Department, GST etc.) as on (mention date).

PAN Card No.	
GST No. (if applicable)	

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

Thanking You,

For and on behalf of : -----((name of the Bidder)

Signature : ----- (Authorised Signatory)

Name of the Person :-----

Designation :-----

Seal of the Bidder : -----

Date : -----

Place : -----

Tech Form-9 : Letter of Financial Bid Submission

(To be provided on 'Company letter head' and submitted along with Technical Bid Documents)

General Manager,

Transport Unit,

Rajasthan Tourism Development Corporation Limited (RTDC)

RTDC Hotel Gangaur Campus, Near All India Radio Station, M. I. Road, Jaipur-302001, Rajasthan

E-mail: tours.rtdc@rajasthan.gov.in

Subject :-Letter of Financial Bid Submission.

I/We as the authorized representative(s) of the agency hereby offer to undertake the assignment for **"Selection of Tour Operators/ Travel Agencies to Operate Special Package Tours of RTDC for Two Years"** in accordance with your BID document no. dated Our financial bid should be uploaded online as Annexure (BOQ).

Our financial bid shall be binding upon us, up to completion of the period of the contract as specified in the bid document.

We understand that the Rajasthan Tourism Development Corporation Limited is not bound to accept any Proposal received by it.

Thanking you,

Name of the Bidder:

Authorised Signatory:

Address and contact.....

Details of Prospective Bidder.....

Name:

Seal:

Date:

Place:

Tech Form-10 : Details of Vehicles claimed eligible under the bid

(To be provided on 'Company letter head' and submitted along with Technical Bid Documents by each Bidder)

DETAILS OF VEHICLES CLAIMED ELIGIBLE UNDER THE BID

S. N.	Registration Number	Manufacturing year as per Registration Certificate	Owner's Name as per Registration Certificate	Brand Name of Vehicle	A.C. / Non A.C.	Passenger Capacity as per Registration Certificate	Category Type Claimed [(1) Ownership or (2) Under lease or similar type]	Whether copy of Lease agreement or similar arrangement enclosed (Yes/ No)	Remarks
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

(more rows may be added as per the requirement)

Note : Copy of Registration certificate of the above vehicles and evidence of lease agreement or similar arrangement (if applicable) need to be attached with the Form.

Name of the Bidder:

Authorised Signatory:

Address and contact.....

Details of Prospective Bidder.....

Name:

Seal:

Date:

Place:

LIST OF ENCLOSURES (CHECK LIST)

PART A. TECHNICAL BID

S.N.	Proposal will contain the following documents:	Document Format	Whether enclosed	Ref. Page no. of Bid submitted
1	Letter of Technical Bid Submission	Tech. Bid Form-1	Yes/No	
2	Details of Bidder, duly filled & signed	Tech. Bid Form-2	Yes/No	
3	Power of attorney in favour of Authorised Signatory, for signing of Bid, duly signed and notarised, if applicable, along with the copy of Board resolution, if applicable.	Tech. Bid Form-3	Yes/No	
4	Affidavit for No Blacklisting	Tech. Bid Form -4	Yes/No	
5	Anti-Collusion Certificate	Tech. Bid Form -5	Yes/No	
6	Declaration by Bidder regarding qualification	Tech. Bid Form -6	Yes/No	
7	Certificate Giving Details of Financial eligibility of the bidder, duly filled & enclosing required supporting documents	Tech. Bid Form -7	Yes/No	
8	Affidavit of No Dues towards Government Taxes	Tech. Bid Form -8	Yes/No	
9	Letter of submission of Financial Bid	Tech. Bid Form -9	Yes/No	
10	Details of Vehicles claimed under the Bid	Tech. Bid Form-10	Yes/No	
11	Bid Security in Prescribed form of DD / Bankers Cheque as per Bid	Scanned copy of Instrument (in PDF Format)	Yes/No	
12	Bid Document Cost in prescribed form as per Bid	Scanned copy of Instrument (in PDF Format)	Yes/No	
13	Bid Processing Fees in prescribed form as per Bid	Scanned copy of Instrument (in PDF Format)	Yes/No	
14	Certified copy of Registration Certificate of firm / Partnership deed / Certificate of incorporation etc. as applicable to legal status as per eligibility requirement prescribed in Clauses of Bid	In PDF Format	Yes/No	
15	Certified copy of Income Tax Registration (PAN)	In PDF Format	Yes/No	
16	Certified copy of GST Registration	In PDF Format	Yes/No	
17	A Brief on the Profile and functional and Track Record of the Bidder's organisation	In PDF Format	Yes/No	

S.N.	Proposal will contain the following documents:	Document Format	Whether enclosed	Ref. Page no. of Bid submitted
18	A list of major clients handled for providing similar activities	In PDF Format	Yes/No	
19	Certified copy of Business registration certificate/ registration certificate with the trade association of similar activities as documentary evidence for running similar Business Activity	In PDF Format	Yes/No	
20	Certified copy of financials for FY2020-21, FY2021-22 and FY2022-23	In PDF Format	Yes/No	
21	Certified copy of Income Tax return acknowledgement for FY2020-21, FY2021-22 and FY2022-23	In PDF Format	Yes/No	
22	All pages of Bid Document with corrigendum, addendum if any, duly signed and sealed by the Authorised Signatory of the bidder Organisation on each page.	In PDF Format	Yes/No	
23	List of Enclosures (Check list) duly ticked and signed	In PDF Format	Yes/No	

Important: It may be ensured that Rates (Financial quotes) are nowhere disclosed in technical bid else the technical bid shall be summarily rejected.

PART-B. FINANCIAL BID

Proposal will contain the following documents:	Whether enclosed
Financial Bid to be submitted in MS excel format at e-proc portal only	Yes/No

For and on behalf of : -----((name of the Bidder)
Signature : -----(Authorised Signatory)
Name of the Person :-----
Designation :-----
Seal of the Bidder : -----
Date : -----
Place : -----

Fin Form - 1: Financial Bid

(In the MS Excel format available at www.eproc.rajasthan.gov.in)

Annexure-1 to Bid document (Scope of Work)

Contents

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1. Contract Period

- 1.1. The duration of the Contract shall be for a period of two years which is extendable for further period of one year on mutually agreeable terms & conditions, unless otherwise terminated by RTDC. The contract period shall commence from the date of signing of agreement. Extension may be granted for a further period with mutually agreeable terms & conditions as per the provisions of Rajasthan Transparency in Public Procurement Act (RTPPA), 2012 and Rajasthan Transparency in Public Procurement Rules (RTPPR), 2013 except that the agreement may also be terminated earlier in accordance with the terms of this bid document.
- 1.2. The selected Bidder shall have to request for extension, if willing, prior to three months of end of initial period of two years. In case of extension of further period is granted, the Bidder shall have to revise/resubmit Performance Security Deposit as per the terms and conditions.

2. Scope and Conditions of Work

- 2.1. RTDC is conducting tours for tourists every year and hiring the services from the selected travel agency/ tour operator to cater their tourists. The aforesaid tours shall be conducted according to the prescribed prevailing norms/ guidelines/ rules in this regard.
- 2.2. The RTDC intends to select the Tour Operator/ Travel Agency as Service Provider to Operate Special Package Tours for Maharana Pratap Circuit and Border Desert Circuit on behalf of RTDC for the period of two years. The Selected Service Provider shall provide the services according to prevailing norms/ guidelines/ rules prescribed in this regard and bidder should comply with all the prescribed requirements. This is the mandatory condition of the bid. Bidders must take care all the pre-requirements before the submission of bid.
- 2.3. The details of Special Package tours of the RTDC are as below:

Tour 1 – Maharana Pratap Circuit Tour (Two Days and One Night)

Vehicle Type – by Luxury A.C. Vehicle

Tour Duration – Two Days and One Night

Boarding Points: - 1) Hotel Kajri, RTDC, Udaipur or any suitable place

Places to be Covered:

1. Udaipur (Motimagri, Maharana Pratap Gaurav Kendra)
2. Ekling Ji
3. Chawand
4. Haldighati
5. Gogunda
6. Mayra Caves
7. Kumbhalgarh Fort & Light & Sound Show
8. Dewair
9. Chhapli
10. Chittorgarh Fort & Light & Sound Show

Drop off Points – 1) RTDC, Udaipur or any suitable place

Minimum 5 persons are required to operate a tour.

Inclusions – Food, Stay at 2/3 Star Hotel, Guide and Parking will be arranged by Selected Bidder at their own cost. Accompanying Guide knowing Hindi and English language is mandatory condition for every tour.

Exclusions – Services which are optional on choice of tourists e.g. Monuments Entrance Fees, Camera fees, Site local conveyance Charges etc. (these facilities/ charges shall be incurred by the tourist by their own)

Tour 2 – Maharana Pratap Circuit Tour (One Day)

Vehicle Type – by Luxury A.C. Vehicle

Tour Duration – One Day

Boarding Points: - 1) Hotel Kajri, RTDC, Udaipur or any suitable place

Places to be Covered:

1. Udaipur (Motimagri, Maharana Pratap Gaurav Kendra)
2. Ekling Ji
3. Chawand
4. Haldighati
5. Gogunda
6. Mayra Caves
7. Kumbhalgarh Fort & Light & Sound Show
8. Dewair
9. Chhapli
10. Chittorgarh Fort & Light & Sound Show

Drop off Points – 1) RTDC, Udaipur or any suitable place

Minimum 5 persons are required to operate a tour.

Inclusions – Food, Stay at 2/3 Star Hotel, Guide and Parking will be arranged by Selected Bidder at their own cost. Accompanying Guide knowing Hindi and English language is mandatory condition for every tour.

Exclusions - Services which are optional on choice of tourists e.g. Monuments Entrance Fees, Camera fees, Site local conveyance Charges etc. (these facilities/ charges shall be incurred by the tourist by their own)

Tour 3 – Border Desert Circuit Jaisalmer Tour (One Day)

Vehicle Type – by Luxury A.C. Vehicle

Tour Duration – One day

Boarding Points: - 1) Hotel Mumal, RTDC, Jaisalmer or any suitable place

Places Covered:

1. Tanot Mata
2. Longewala Border
3. BOP 609 Babliyan Border

4. Kuldhara
5. Ludharwa (Old Capital of Jaisalmer)

Drop off Points – 1) Hotel Mumal, RTDC, Jaisalmer or any suitable place

Minimum 5 persons are required to operate a tour

Inclusions - Food, Stay at 2/3 Star Hotel, Guide and Parking will be arranged by Selected Bidder at their own cost. Accompanying Guide knowing Hindi and English language is mandatory condition for every tour.

Exclusions - Services which are optional on choice of tourists e.g. Monuments Entrance Fees, Camera fees, Site local conveyance Charges etc. (these facilities/ charges shall be incurred by the tourist by their own)

- 2.4. The Successful bidder shall use Luxury airconditioned vehicle of appropriate type while conducting tour. The type of the vehicle will be used according to the number of Tourist bookings made by RTDC. The vehicle used by the successful bidder should be of good condition and must have make-year of 2019 or later and must comply with the Bharat Stage / Euro IV or higher Indian emission standards. In any case vehicles used by the successful bidder should not be more than 5 years old during the period of agreement or extended period. Use of vehicles of models older than the prescribed model shall not be permissible.
- 2.5. The Successful Bidder shall design and schedule the tour in consultation with RTDC. RTDC will finalise the Ticket price of each type of Tour based on the price quoted and agreed by the successful bidder. The RTDC will book the tickets through offline/ online mode for special packages as per prevailing rules and collect the amount from tourists against booking.
- 2.6. The special package tours must be operated at least twice in a week or as per the schedule approved by the RTDC in writing.
- 2.7. There shall be no escalation provided on rates agreed by the successful bidder(s).
- 2.8. The Selected Service Provider shall incur entire cost by its own and arrange necessary infrastructure, vehicle, permits, manpower required to perform the work as per the prevailing norms/ guidelines/ rules prescribed for these services and as per terms of bid document and contract agreement. The Vehicles used by the Selected Service Provider for tour must be suitable as per Transport authority norms of respective state.
- 2.9. All the expenses related to the vehicles such as maintenance of the vehicle, fuel, transportation related expenses, toll taxes and guide charges will be borne by the successful bidder.
- 2.10. Any expenses required to be incurred by the successful bidder towards parking fees, other charges, any type of taxes etc. during the tour shall be borne by the successful bidder.
- 2.11. In case of any dispute, the decision of the Managing Director, RTDC Ltd., Jaipur shall be final.
- 2.12. The Service Contract awarded should be executed by the Selected Service Provider only and subletting any of the functions/ part thereof under the contract is not permitted. The Selected Service Provider shall not outsource the work to any other firm, associate, franchise, etc.
- 2.13. RTDC call centre/ designated person's phone number will be provided to tourist for their feedback.
- 2.14. All type of charges and taxes, passenger tax, road tax etc. will be borne by the Selected Service Provider himself and documentary proof for deposition of these taxes shall be

- submitted to RTDC on monthly basis along with the bill. Selected Service provider must be regular in filing of statutory returns and should submit the copy of the same with acknowledgement to RTDC on demand.
- 2.15. GPS is mandatory in vehicles. The Selected Service Provider compulsorily use GPS tracking services for tour.
 - 2.16. The Selected Service Provider shall not use any plastic/ other items which are banned during performance of services.
 - 2.17. The Selected Service Provider shall deal with all the passengers/ tourists with extreme courtesy and caution and any complaints about the misbehaviours of the Selected Service Provider or his/her employees shall be constructed as grounds for non-performance.
 - 2.18. Selected Service Provider shall follow strictly all Guidelines of Government of India and state Government for any pandemic diseases.
 - 2.19. The Selected Service Provider shall comply with all prevailing local, state, central taxes including GST and other taxes, permit fees, duties, labour laws, municipal laws and statutory requirements of central / state government. In case of non-adherence of any laws/regulations/taxes of the statutory bodies, the Selected Service Provider shall be fully responsible for the consequences arising out of non-compliance by the Selected Service Provider. The RTDC in no way will be responsible for the same.
 - 2.20. The Selected Service Provider shall take all precautions and safety measures for safety and security of the personnel and the corporation will not in any case be responsible for any disability/ injury i.e. permanent or temporary disablement caused to any staff during discharge of duties.
 - 2.21. The Selected Service Provider would be responsible for all-legal and administrative procedures and compliances for the day-to-day operations. The Selected Service Provider shall indemnify RTDC for all the financial losses that it may incur by virtue or any legal default/ infringement.
 - 2.22. The Selected Service Provider's shall obtain due permits, necessary approvals, clearances and sanctions from the competent authorities for all activities or infrastructure facilities and duly supervise, monitor and control the activities. The Buses and other Vehicles used in the tour should be as per the rules of all India Permit/ Contract carriage.
 - 2.23. The vehicle drivers deputed must be well dressed in clean uniform and have valid commercial driving license. The driver must have experience of driving in hilly area. Any kind of intoxicant should not be consumed by the driver/ cleaner and the driver/ cleaner should not have a criminal background. Drivers must be medically fit and their conduct should be according to tourism industry standard. It will be driver's responsibility to inform Transport Unit, Jaipur Office after completion of the tour and get the duty slip signed by the tourist.
 - 2.24. The driver of the vehicle shall stop the vehicle for prescribed time only at the place marked/ authorised by the RTDC.
 - 2.25. The successful bidder must ensure that the vehicle used for the tour shall be suitable for the proposed route. The driver deputed on the vehicle should have complete knowledge of the routes and must follow proposed itinerary of the tour.
 - 2.26. In case of vehicle breakdown or the tourist complains about the condition of the vehicle or behaviour of the driver of the vehicle during the journey, the successful bidder will have to provide another vehicle/ driver to the tourist at this own cost for the rest of the journey and satisfy the tourist.

- 2.27. The vehicle used by the selected service provider should be of good condition. All the vehicles used by the successful bidder must have make-year of 2019 or later and must comply with the Bharat Stage / Euro IV and higher Indian emission standards. The vehicles should be fully equipped (Lower footstep, push back seat, fresh seat cover, first aid box, mic, fan on seats, curtains in windows etc. as per requirement). The tyres, battery, headlight, insurance, brake, indicator, wiper, glass, doors and all other accessories of the vehicle should be in proper condition. All AC luxury buses should be of 2 x 2 push back capacity. Bidder should have pollution certificate for all the vehicles. In view of the COVID-19 epidemic in the past, the standards of hygiene and safety of the vehicle and driver shall be complied with by the selected service provider.
- 2.28. If the selected service provider fails/ delays to conduct the tours on the prescribed date and time or the vehicle is used in disregard of the bid condition, RTDC reserves the right to hire the other tour Operator or vehicle, as the case may be, from market even at higher cost. In such eventuality, the selected service provider is liable to compensate RTDC such additional cost incurred; and in addition to this, a penalty equivalent to 20% of that tour bill amount shall be levied as Liquidated Damages and the same will be recovered from the running account of the selected service provider. If the RTDC does not get the desired tour operator from the market on hire, the loss incurred by the corporation will be recovered from the successful bidder.
- 2.29. In case there is any complaint by the tourist against the concerned staff of the selected service provider for not providing the adequate service, Penalty @ 5% to 15% of the concerned bill amount shall be levied at the discretion of Managing Director, RTDC depending upon the severity of complaint for deficiency in services, after listening to both the parties.
- 2.30. Vehicle must be registered with the divisional/ sub-divisional transport office as per rules. It will be mandatory for the driver to keep all valid certificates such as registration, permit, fitness, insurance, pollution certificate etc with the vehicle. It is necessary to keep tool kit, first aid box, fire extinguisher etc. in the vehicle as per rules by the successful bidder at their own expenses. The successful bidder shall be responsible for the amount of any fine/ challan of the vehicle during the journey.
- 2.31. It will be responsibility of the successful bidder to have sufficient cash available with the driver so that fuel, repairs or other vehicle related expenses can be met out during the journey.
- 2.32. Supply of any Private vehicle (Non-commercial / Private Vehicle) will not be accepted.
- 2.33. It will be mandatory to keep the AC operative in AC Tour. The meaning of facility of A.C. in the vehicle having both hot and cold facilities.
- 2.34. The arrangement of the Food, stay in 2/3 star hotel, Guide for the tourists during the tour will be done by the Successful Bidder at their own cost. The Guide appointed by the successful bidder shall be empanelled on the approved panel of Department of Tourism.
- 2.35. The Toll taxes, Parking charges of the Buses and other Vehicles during the tour shall be borne by the Selected Bidder. Toll taxes and Parking charges will not be payable by the RTDC.
- 2.36. The RTDC will not be responsible for any kind of damage or force majeure/ accident on the way. In the event of an accident on the way, any kind of medical insurance, compensation and other legal requirement will be complied with by the supplier concerned. The successful bidder shall be fully responsible for all the liability.
- 2.37. Duty slip will be verified by the user/ officials of RTDC. In addition to the duty slip, a

complaint/ suggestion book will also be required to be kept in the vehicle.

3. Other Terms & Conditions

- 3.1. The GCC (General Conditions of Contract) of RTDC are part to this bid document Process and are applicable as a whole on this bid document process & the pursuant contract agreement. However, wherever the provisions contained in this bid document are in conflict with the GCC, the provisions contained in the bid document shall prevail. Bidders are advised to carefully read the GCC.
- 3.2. The Selected Service Provider shall indemnify RTDC from / against any claims made or damages suffered by RTDC by reason of any default on the part of the Selected Service Provider in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and bid document.
- 3.3. The Selected Service Provider shall protect, defend, hold RTDC harmless and indemnified against any legal, quasi-legal or civil implications that may arise out of any dispute, error of omission or commission, any lapse solely on account of failure of the Selected Service Provider or his nominee in the discharge of the obligations under the contract agreement.
- 3.4. In case of any default on the part of Selected Service Provider leading to imposition of penalty by regulatory authorities, the same shall be deducted/recovered from them by giving one month notice.
- 3.5. The Selected Service Provider shall do best efforts to perform the work in best efficient manner. The Selected Service Provider shall nominate qualified and experienced Manager(s)/ Supervisor(s) to interact with nodal RTDC representative to bring clarity in understanding of work requirements, to coordinate and supervise the operations performed under the contract agreement. The successful bidder shall provide contact details (Mobile number and email id) of the staff controlling the activities of work of RTDC at the time of signing of agreement.
- 3.6. The Selected Service Provider shall follow the law of land regarding advertising and display of signage boards, if permitted by RTDC and shall strictly comply with provisions regarding, including but not limited to, national emblem and symbols, flag code, decent representation of women, public morality, communal harmony etc.
- 3.7. The Selected Service Provider shall execute agreement on non-judicial stamp paper of requisite value as per applicable law within 10 working days from the issue of LoA as per the terms & conditions of Bid. In the event of failure to execute the agreement, the performance security or bid security, as the case may be, shall stand forfeited apart from cancellation of LoA besides debarring the bidder for the term of 3 years and the Managing Director, RTDC Ltd., Jaipur is entitled to collect liquidated damages if any from the bidder for his failure to comply with the terms and conditions of the bid.
- 3.8. After execution of the agreement, Selected Service Provider should complete the process of registration of contract agreement in the sub-registrar office. The cost of Stamp Duty for execution of Contract Agreement and any other related Legal Documentation charges / incidental charges for this contract shall be borne by the successful bidder only. If Selected Service Provider fails to get the contract agreement registered as per prevailing laws, he will be liable to face any action or imposition of penalty by the govt. authorities, if any.
- 3.9. No suit, prosecution or any legal proceedings shall lie against Bid Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of Bid.
- 3.10. Any change in the Constitution of the Firm/Company shall be notified forthwith by the

Consultant in writing to the General Manager, Transport Unit, Rajasthan Tourism Development Corporation Limited, Jaipur and such change shall not relieve any former member of the Firm/ Company from the liability under the contract. No new partner/partners shall be accepted in the Firm/Company by the contractor in respect of the contract unless he/she/ they agree to abide by all its terms and conditions and submit to the General Manager, Transport Unit, Rajasthan Tourism Development Corporation Limited, RTDC Hotel Gangaur Campus, Near All India Radio Station, M. I. Road, Jaipur-302001, Rajasthan a written agreement to this effect. The Contractors receipt for acknowledgement or date of any partner subsequently accepted as above shall bind all of them and will be sufficient to discharge for any of the purposes of the contract.

- 3.11. In the event of any dispute arising out of the Bid or orders such dispute would be subject to the jurisdiction of the Courts of Jaipur or Honourable High Court of Jaipur bench only.
- 3.12. Bidders are advised to study the bid document carefully. Submission of the bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and conditions in the bid document with full understanding of its implications. Bids not complying with all the given clauses in this bid document are liable to be rejected.
- 3.13. All pages of the bid documents being submitted must be signed & stamped and sequentially numbered by the bidder irrespective of the nature of content of the documents. Unsigned and unstamped bid shall not be accepted.
- 3.14. The offers submitted by telegram / fax / e-mail shall not be considered. No correspondence will be entertained on this matter.
- 3.15. Conditional bid shall not be accepted on any ground and shall be rejected straightway.
- 3.16. Work order can be placed for any part or full part of the bid.
- 3.17. No deviation from the bid specification and terms and conditions will be accepted.
- 3.18. Any bid received after the prescribed deadline for submission of bids will be summarily rejected.
- 3.19. Bidder must not be prohibited by any regulatory authority in offering such services and also should not have been blacklisted / debarred by any PSU, Central or State Government Undertaking in the past. A self-declaration in this regard to be submitted by all bidders.
- 3.20. The bidder will have to attach a certificate that there is no overdue outstanding amount of the RTDC and if found, the deposit will be forfeited by cancelling the bid and the RTDC will be free to give the contract to other bidders.

4. Statutory Obligations / Indemnity and Insurance

- 4.1. The Selected Service Provider shall indemnify RTDC from / against any claims made or damages suffered by RTDC by reason of any default on the part of the Selected Service Provider in the due observance and performance of the provisions of any law which may be related to the purpose of this contract Agreement and bid document.
- 4.2. The RTDC will not be responsible for any accident involving any personnel of the Selected bidder while on work. The Selected bidder itself would be responsible for such accident and also for any kind of compensation to any worker / employee for such accident. The Selected Service Provider is advised to have its personnel insured under suitable Insurance Schemes at its own cost.
- 4.3. The RTDC will not be responsible for any accident / theft etc. involving any asset of the

- Selected Service Provider. The Selected Bidder itself would be responsible for such incident.
- 4.4. The Selected Service Provider should have its Buses and other Vehicles insured under suitable comprehensive Insurance Schemes including Tourist/ Third Party Insurance at its own cost throughout the term of the contract.
 - 4.5. The Selected Service Provider will bear the cost, throughout the term of the contract, for a comprehensive general liability insurance covering injury to or death of any person(s) providing the services etc., including death or injury caused by the sole negligence of the Selected Service Provider or Selected Service Provider's failure to perform its obligations under the agreement.
 - 4.6. Upon RTDC's request, the Selected Service Provider shall submit to RTDC, suitable evidence that the foregoing insurance policy or policies are in effect. In the event of the default, i.e., avoiding the insurance cover or otherwise, the Selected Service Provider agrees and undertakes to indemnify and hold RTDC harmless against any and all liabilities, losses, damages, claims, expenses suffered by RTDC as a result of such default by the Selected Service Provider.
 - 4.7. The Selected Service Provider shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies and all applicable. The Selected Service Provider shall also familiarize itself and its staff and also comply with all provisions under statutory acts as amended from time to time as well as the rules framed there under and also to instructions issued from time to time from the office of RTDC. Non-compliance with rules / regulations / notices and laws may be treated as breach of contract and may lead to cancellation of contract and forfeiture of performance security deposit and other payments on the discretion of Managing Director, RTDC.
 - 4.8. Any type of statutory taxes applicable under this bidding process (either in force at present or may be applicable in future by a competent order/ notification) will be borne by the selected bidder and the Corporation would not make any payment on this account. In case, the selected bidder fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the RTDC is put to any loss / obligation, monetary or otherwise, the RTDC will deduct the same from the Security Deposit of the selected bidder to the extent of the loss or obligation in monetary terms and Selected Service Provider shall reimburse the security deposit to that extant within 30 days of such debit by RTDC.
 - 4.9. Obligation for adhering to statutory norms and regulations laid down by any other Statutory Body of Central / State Government in connection with the tour business of Selected Service Provider shall be vested in the Selected Service Provider. The successful bidder will also be required to take, prior approval from all the relevant authorities as per the applicable laws of the land for operation of business. If any fine / penalty are imposed on RTDC due to non-availability of any such approval(s), the same shall be recovered from the security deposit of the Selected Service Provider and Selected Service Provider shall reimburse the security deposit to that extant within 30 days of such debit by RTDC.
 - 4.10. The Selected Service Provider must strictly comply with all the provisions of The EPF Act 1952, The ESI Act, Minimum Wages Act 1948, Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under as per prevalent Government orders and ensure timely payment under these Acts. Failure to comply these acts shall attract penalty as per provisions. Selected Service Provider shall indemnify RTDC for any loss and damages suffered due to violation of its provision.

- 4.11. The Selected Service Provider shall indemnify RTDC from any serious accident caused due to negligence of the Selected Service Provider, resulting in injury, death to commuters or RTDC employees or anyone or loss to RTDC property during the currency of contract agreement.

5. Payment Terms of the Contract

- 5.1. The Selected Bidder shall perform and complete all the work covered under the scope of work mentioned in the Bid document and contract agreement and shall submit the duty slip duly signed by the tourist/ Tour In-charge within 7 days of completion of tour along with the Tax Invoice to the office of RTDC as per the procedure. In case of delivery of duty slip beyond 30 days of tour, the bill for that duty slip will be accepted only at the discretion of designated officer of the Transport Unit, RTDC, Jaipur.
- 5.2. The Successful Service Provider shall raise the bill for the amount due to them considering the rate agreed in contract agreement on completion of tour only. All Contract rates are exclusive of GST and inclusive of all other applicable taxes etc.
- 5.3. The bill of successful service provider shall be checked and verified by designated officer of the Transport Unit, RTDC, Jaipur.
- 5.4. After verification of bills and tour report, the bill of the successful service provider will be processed for the payment. However, on receipt of any complaint from the tourist, the subject bill will not be paid till the adequate disposal of complaint.
- 5.5. The payment to the Selected service provider shall be paid within 30 days after satisfactory completion of tour and approval by the Unit In-charge. In case, where any amount has been deducted by the clients/ tourist due to whatsoever reason, the same shall be deducted entirely from the payment to be release to the Selected service provider.
- 5.6. Payment of tour charges by RTDC to the Selected Service Provider shall subject to Tax Deduction at Source (TDS) under Income tax and GST, Labour Cess or any other deduction as per norms/ order of Central/State Govt and the respective certificate will be issued by the RTDC as per prevailing rules.
- 5.7. No advance amount will be paid to Selected service provider by RTDC for the execution of the tour. Selected service provider must incur the cost by its own for the execution of the tour.
- 5.8. GST registration is mandatory for the bidder. All type of charges and taxes except GST will be borne by the Selected Service Provider himself and documentary proof for deposition of these taxes shall be submitted to RTDC on monthly basis along with the bill. Selected Service provider must be regular in payment of taxes and filing of statutory returns. Selected Service provider should submit the copy of the statutory returns along with acknowledgement to RTDC on demand. GST as per applicable rates, shall be paid extra by RTDC. In case of any changes/ amendments in the rules of GST in future, the terms and conditions in force for the time being shall be fulfilled by the Selected Service Provider.
- 5.9. In case of any downward/upward revision in price on account of statutory levies, the same will be passed on to RTDC with immediate effect. However, statutory levies as legally applicable at the time of services shall be acceptable.
- 5.10. All the expenses related to the vehicles such as maintenance of the vehicle, Passenger Tax, Road tax, Insurance, permit, fuel and transportation related expenses will be borne by the successful bidder.
- 5.11. In case of any 'Challan' or any other penalty due to fault by the driver/ agency, the Selected Service Provider will be responsible and accordingly the charges will be paid by the Selected

Service Provider.

- 5.12. Any expenses incurred by the successful bidder towards parking fees, other charges and any other tax etc during the tour shall be borne by the successful bidder.
- 5.13. No compensation shall be made/ payable in case any work not performed by the Selected Service Provider for whatsoever reason.
- 5.14. In case of any dispute, decision of the Managing Director, RTDC shall be final and binding on the bidder.
- 5.15. If any amount is due from the Selected Service Provider or is found to be recoverable, then the RTDC have the right to recover the amount and take action to recover the due amount under the P.D.R. Act. Objection of any kind of Selected Service Provider in this will not be accepted.

6. Breach of Contract

- 6.1. The Selected Service Provider shall abide by the terms and conditions of this bid document and the consequent Contract Agreement. RTDC shall have the right to claim reimbursement of any cost that it may incur due to the breach of any terms and conditions by the Selected Service Provider and may additionally impose justifiable penalty upon the Selected Service Provider, which shall not necessarily be limited to the amount of Security Deposit. RTDC shall also have the right to rescind or terminate the Contract Agreement (in full or part) in the event of such breach.
- 6.2. Any notice required to be served on the Selected Service Provider under this agreement shall be deemed to be served if delivered at the Selected Service Provider's address or sent by Registered post /speed post to the Selected Service Provider. Similarly, any notice to be given to RTDC under this agreement shall be deemed to have been served if delivered at or sent by Registered post to RTDC. The period of notice given under this Agreement will be counted from the date of delivery at address (as per receipt of notice by either side) or from date of dispatch in case of delivery by registered post, whichever is earlier.
- 6.3. In case of breach of contract by successful bidder, RTDC may terminate the contract as per procedure in clause of this bid document.

7. Confidentiality

The Bidder shall keep all information related to RTDC Ltd., Jaipur confidential & shall not share with any other person, office/ organization etc in whatever way (Verbally, in writing, physically or electronically or otherwise). In case the bidder fails to maintain confidentiality of information related to the RTDC Ltd., Jaipur, Bidder shall be liable to strict legal action as per law besides is contract being terminated and any other action as per RTTP Act and Rules.

8. Dividing services among more than one Bidder at the time of award

As a general rule, all the services of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the services of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire services or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the services may be divided between the Bidder, whose Bid is accepted and the second highest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

9. Correction of Arithmetical Errors

- 9.1. Provided that a Financial Bid is substantially responsive, the procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:
- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the 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;
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
- 9.2. If the Bidder that submitted the highest 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.

10. Force Majeure

- 10.1. For purposes of this Contract Agreement to be signed in pursuance of this Bidding process, **"Force Majeure"** shall mean any cause or event preventing performance of an obligation under this Bid or Contract Agreement under this Bid, which is beyond the reasonable control of either party (RTDC or Selected Bidder) hereto, and which by the exercise of due diligence, could not have been avoided or overcome, including fire, flood, sabotage, shipwreck, embargo, explosion, terrorist attack, labour trouble, accident, riot, acts of governmental authority (including acts based on laws or regulations now in existence as well as those enacted in the future), acts of God, spread of pandemic disease, imposition of lockdown by Central/ State governments/ District authorities.
- 10.2. Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by Force Majeure events mentioned above.
- 10.3. In the event of the Force-Majeure condition(s) continuing beyond a period of 3 months, either party shall have the option to cancel the Contract Agreement for the reason of any or all of the Force-Majeure condition(s) mentioned as above. Further, the Authority/RTDC shall not be liable to pay to the Selected Bidder, any compensation towards financial implications arising due to Force Majeure events.
- 10.4. As soon as practicable and in any case within 15 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the affected party shall notify other Parties of the same, setting out the details of such Force Majeure event.
- 10.5. Upon the occurrence of any Force Majeure event, the following shall apply:
- a) The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of such Force Majeure event.
 - b) RTDC shall not be liable to pay Fees to Selected Bidder for the period for which the Force Majeure events persist.
- 10.6. Upon the cessation of any Force Majeure Event, the Parties shall immediately resume their

respective obligations and such resumption shall be given effect through a written notice of information sent to other party.

- 10.7. It is expressly agreed that Selected Bidder's ability to do business or provide services to a third party at a more advantageous price or Selected Bidder's economic hardship shall not constitute a force majeure event.
- 10.8. In case of force majeure/unforeseen situation, relaxations to the Selected Bidder, if any, shall be provided as per State / central Government orders.

11. Dispute Resolution

- 11.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation.
- 11.2. Any Dispute which is not resolved amicably by conciliation, shall be finally decided by the Managing Director, RTDC Limited and decision of the Managing Director, RTDC Ltd, Jaipur shall be final and binding upon the parties concerned.

12. Termination of Contract Agreement

- 12.1. In case the bidder fails or neglects or refuses to perform any of the Covenants on their part herein contained as per the requirement or on receipt of complaints from the Clients/ tourists, it shall be lawful for the Managing Director, RTDC Ltd., Jaipur to forfeit the amount deposited by the bidder as Performance Security and cancel the Contract.
- 12.2. In the above case, the Managing Director, RTDC Ltd., Jaipur reserves the right to terminate the contract by giving notice of 30 days to the successful bidder.
- 12.3. In case of termination, the bidder shall be entitled to receive the fee for the work already delivered to RTDC. Under no circumstance RTDC can denied such fee payable to the successful bidder.
- 12.4. The bidder shall not be entitled to receive any other compensation / fee arising out of such termination of the Contract/Agreement.

Contract Agreement

FORMAT OF CONTRACT AGREEMENT

This Agreement is executed on this the day of, 2024 at Jaipur (Rajasthan)

BY AND BETWEEN

Rajasthan Tourism Development Corporation Limited (RTDC), a Govt. of Rajasthan Undertaking, having its registered office at Paryatan Bhawan, 3rd Floor, Opposite Vidhayakpuri Police Station, M. I. Road, Jaipur-302001 (Rajasthan) (hereinafter referred to as the "**Authority**" or "**RTDC**" of the one part, which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns;

And

.....(Name and address of the selected bidder) of the other part, hereinafter referred to as the "**Selected Bidder**" or "**Selected Service Provider**" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns)

Each of the parties of the **First** and **Second** Part are hereinafter, as the context may admit or require, individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS Rajasthan Tourism Development Corporation Limited ("**RTDC**") decided to procure services from **Tour Operators/ Travel Agencies to Operate Special Package Tours of RTDC for two years ("Contract Period")** through a private sector service provider to be selected through transparent competitive bidding process [collectively referred as the "**Bid**";

WHEREAS For this, RTDC had invited bids as per RTPP Act 2012 and RTPP Rules 2013 for selection of a Bidder through single stage competitive transparent bidding process for the work through Bid No. dated.....;

WHEREAS After evaluation of Bids received in response of the Bid, the Authority accepted the bid of the selected Bidder M/s..... and issued Letter of Award (LoA) vide its letter no. (hereinafter called as the "**LOA**") to the Selected Bidder, requiring, inter alia, the Selected Bidder to submit Performance Security within 7 days of issuance of LOA;

That, following the issuance of the LOA/ Work Order, the selected Service Provider furnished the irrevocable and unconditional Performance Security for an amount of Rs. _____/- (Rupees _____ only) by way of a Demand Draft / Banker's Cheque No. Dated..... in favor of "General Manager, Transport Unit" payable at Jaipur or by providing written consent for adjustment of Bid Security submitted at the time of submission of Bid.

WHEREAS the selected Service Provider is desirous to undertake the work to conduct the special package Tours according to the prescribed prevailing norms/ guidelines/ rules and on the terms & conditions mentioned hereunder and as mentioned in the Bid No..... and has approached the RTDC for the purpose;

AND WHEREAS the RTDC has agreed for procuring supply of Services from the Selected Bidder on the terms, conditions and covenants hereinafter set forth in this Contract Agreement.

NOW, THEREFORE, this indenture witnessed:

1. That the Selected Service Provider shall operate the special package tours for the tourists of RTDC at the rates mentioned in the Letter of Award (LoA) accepted by the Bidder and according to the prevailing norms/ guidelines/ rules prescribed for these services.
2. That the contract agreement shall be valid for the period of two years from the date of signing of agreement. The agreement period may be extended for further period of one year on mutually agreeable terms & conditions as per the provisions of Rajasthan Transparency in Public Procurement Act (RTPPA), 2012 and Rajasthan Transparency in Public Procurement Rules (RTPPR), 2013.
3. This Contract agreement shall be effective from the date of signing by both the parties for providing Services under this contract by the successful bidder for the period of two year starting from _____ to _____.
4. There shall be no escalation provided on agreed rates.
5. The payment of contract value shall be released to the successful bidder after the completion of tour as per terms and conditions of the Bid document and the payment are subject to applicable statutory and other deduction as per terms of Bid document and/ or under the provisions of prevailing Acts and rules applicable from time to time.
6. The Selected Bidder acknowledges and confirms that it has undertaken its obligations to undertake the Bid etc., and on the basis of its independent satisfaction hereby agrees to supply of Services in accordance with the terms & conditions of the Contract Agreement.
7. In case, where any amount has been deducted by the any client due to whatsoever reason, the same shall be deducted entirely from the payment to be release to the Selected service provider.
8. That all type of charges and taxes excluding GST will be borne by the Selected Service Provider himself and documentary proof for deposition of these taxes shall be submitted to RTDC on monthly basis along with the bill. Selected Service provider must be regular in payment of taxes and filing of statutory returns. Selected Service provider should submit the copy of the statutory returns along with acknowledgement to RTDC on demand. GST as per applicable rates, shall be paid by RTDC. In case of any changes/ amendments in the rules of GST in future, the terms and conditions in force for the time being shall be fulfilled by the Selected Service Provider.
9. That the selected service provider shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the services of the subject contract agreement.
10. That the RTDC shall not be responsible for any loss or damage caused to the selected service provider on any accounts whatsoever.
11. That in the event of any failure, negligence or breach, in the opinion of RTDC, on the part of the selected service provider in complying with all or any of the conditions of the bid and contract agreement, without prejudice to the other rights and remedies, RTDC shall be entitled and be at liberty to terminate the contract as per procedure in clauses of the Bid and also forfeit in full or in part the amount of Security Deposits submitted by the selected service provider.

In such an event the selected service provider shall pay such additional sum immediately as they may be called upon by RTDC to pay, so that the Security Deposit shall at all times during the continuance of this agreement, continue to be equal to the previous amount of security. On the expiration or earlier termination of the contract, the RTDC shall return the Security Deposit, to the selected service provider, without interest on providing no-objection letter issued by the concerned office in-charge.

RTDC shall have the right to claim reimbursement of any cost that it may incur due to the breach of any terms and conditions by the selected service provider and may additionally impose

- justifiable penalty upon the selected service provider, which shall not necessarily be limited to the amount of Security Deposits as per terms and condition of bid document.
12. That the tours will be operated and run in the name of RTDC Ltd. and Selected Service Provider will in no way promote his own organization/ brand. Any incidence of this nature detected during the tenure of the agreement will automatically result in disqualification and termination of the contract with immediate effect.
 13. That the contract is not transferable. Selected Bidder shall not assign/ sublet its responsibility of providing transport services to the guests to any other agency.
 14. That the Selected Service Provider shall make necessary arrangements for appropriate comprehensive insurance cover for each and every tour to be conducted at their own cost.
 15. That the Selected Service Provider agrees to defend, indemnify and compensate for all the losses/damages incurred due to any negligence, breach of contract or any other wrongful default or act during services to be provided on behalf of RTDC Ltd.
 16. That the Selected Service Provider agrees to bear all responsibilities and other costs due to negligence or other cause during the service period and RTDC (their respective officers, directors and employees) will be in no way shall be responsible for such acts.
 17. That the Selected Service Provider will be responsible to provide best of the services. All the vehicles to be used by the selected Service Provider must be of the best quality owned by them or through similar arrangements and strictly comply the specifications given in the bid document.
 18. That the Selected Service Provider shall provide explanation in writing for any default/ lapses committed in the facilities/ services provided by him.
 19. That the Selected Service Provider shall make immediately alternative arrangements in case of any breakdown of transport in mid of the tour at their own cost.
 20. That all the disputes, litigation or other misunderstanding shall be subject to Jaipur Jurisdiction only.
 21. That RTDC, in its sole discretion, may terminate this Agreement at any point of time without assigning any reasons thereof by giving prior notice of 30 days.
 22. Saving Clause:- No suit, prosecution or other legal proceedings shall lie against any officer or employee or any other person acting in the discharge of any function under this Agreement for any loss or damage caused or likely to be caused by any act which is done or intended to be done in good faith and in pursuance of the provision of this Agreement.
 23. That the RTDC and the selected service provider further agree that they are bound by the terms and conditions of the Bid Document No. _____ (including any corrigenda and/or addenda thereof.) In case of any conflict between the Bid Document (including any corrigenda and/or addenda thereof) and this Contract Agreement, the later shall prevail insofar as the spirit of the Bid is not affected thereby.
 24. That the following documents hereto shall be an integral part of this Agreement:
 - (i) Financial Bid submitted by the bidder
 - (ii) Performance security submitted by the bidder
 - (iii) The Letter of Award (LOA) issued by the RTDC in favour of the Selected Service Provider.
 - (iv) Addendum and/or Corrigendum to the Bid Document if issued by the RTDC.
 - (v) The Bid Document _____ in its entirety along with all its Annexure, Appendices, etc.

The Selected Service Provider shall carry out its Scope of Work in accordance with provision of the Contract Agreement forming the documents mentioned hereinabove.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and Behalf of

For and Behalf of

Rajasthan Tourism Development Corporation Limited (Transport Unit) **Entity name of Selected Bidder**

General Signatory	Manager/ Authorised	Authorised Signatory name, title and signature
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1) Witness

1) Witness

2) Witness

2) Witness

Note: This agreement should be executed on non-judicial stamped paper, stamped in accordance with the applicable stamp act in the state.