



Rajasthan Tourism Development Corporation Limited (RTDC)

(A Govt. of Rajasthan Undertaking)

IIIrd Floor, Paryatan Bhawan, Sanjay Marg, Opposite Vidhayakpuri Police Station
Jaipur – 302001, Rajasthan (India)

No: F4/CRO/Online Web Application/25-26/ 1746

Date: 08/10/2025

E-Bid Notice

Rajasthan Tourism Development Corporation Limited (RTDC) invites online E-Bids from the interested service providers or entities for **Selection of Agency for Maintenance, Updation & Operation of Existing RTDC Website for a period of 06 years:**

Name of Work	Maximum Allowable Base Annual Fee for Maintenance, Updation, and Operation of the Project per year (Inclusive of GST and other applicable taxes)	Estimated value of "Project" for 06 Years (Inclusive of GST and other applicable taxes)	Bid Security	RISL Processing Fee	Bid Document Fee
Maintenance, updation and operation of Existing RTDC Website for the period of 06 years	Rs.3,25,000/-	Rs.19.50 lac	Rs.39,000/-	Rs.500/-	Rs.5,900/-

Detailed Bid Document can be downloaded from www.eproc.rajasthan.gov.in, www.sppp.rajasthan.gov.in and www.rtdc.tourism.rajasthan.gov.in. **Last Date of submission of Bid application is 07/11/2025 upto 04:00 PM.**

Demand Draft of RISL Processing Fee shall be in favour of "Managing Director, RISL" payable at Jaipur and Demand Draft of BID Document Fee and Bid Security shall be in favour of "Executive Director (Finance), RTDC Limited" payable at Jaipur. Scanned copy of Demand Drafts shall be submitted along with the submission of Bid Application by **07/11/2025 upto 04:00 PM**. Original Demand Draft shall be submitted to the office of the Executive Director, (RTDC), Paryatan Bhawan, IIIrd Floor, Opposite Vidhayak Puri Police Station, M.I. Road, Jaipur-302001 by **07/11/2025 upto 04:30 PM**. Bid Application will be opened on **07/11/2025 at 05:00 PM**.

Pre-bid Meeting shall be held on **28/10/2025, 04:00 PM** at the Office of Executive Director, (RTDC) Paryatan Bhawan, IIIrd Floor, Opposite Vidhayak Puri Police Station, M.I. Road, Jaipur- 302001.

RTDC reserves the right to cancel/ reject any/all bid Applications or bid process without assigning any reason.


Executive Director
RTDC Limited

No:

Date: 08/10/2025

Copy to following for Information & N/a:- 1746

1. P.S. to Managing Director, RTDC Ltd. Jaipur
2. P.A. to Executive Director, RTDC Ltd. Jaipur
3. P.A. to Executive Director (Finance), RTDC Ltd. Jaipur
4. General Manager, Central Reservation Office, RTDC Ltd. Jaipur
5. GM, RTDC Ltd., Jaipur (M & P.) for publication in the state-level newspaper.
6. The Computer Programmer RTDC Ltd. Jaipur, to upload this bid on www.eproc.rajasthan.gov.in, www.rtdc.tourism.rajasthan.gov.in and the Rajasthan State Public Procurement Portal www.sppp.rajasthan.gov.in.


Executive Director
RTDC Limited

BID DOCUMENT

[E-Bid Notice _____ dated _____.2025]

for

**Selection of Agency for Maintenance, Updation &
Operation of Existing RTDC Website for a period of
06 years**

Issued by:

Executive Director

Rajasthan Tourism Development Corporation Ltd.

(Government of Rajasthan Undertaking)

Paryatan Bhawan, 3rd Floor, Opp. Vidhayakpuri Police Station, M.I. Road, Jaipur-302001 (Raj.)

Website: www.rtdc.tourism.rajasthan.gov.in, Email: ed.rtdc@rajasthan.gov.in

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 Executive Director, Rajasthan Tourism Development Corporation Limited (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 Agency, 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.

CONTENTS

1. INTRODUCTION	5
1.1. Background	5
1.2. Brief Description of Bidding Process	6
1.3. Schedule of Bidding Process	6
2. INSTRUCTIONS TO BIDDERS	8
A. General	8
2.1. Scope of Bid	8
2.2. Minimum Eligibility Criteria	8
2.3. Terms and conditions for Bidders	9
2.4. Payments/Fees with the Bid	10
2.5. Bid Validity Period	12
2.6. Number of Bids and Cost thereof	12
2.7. Acknowledgement by Bidder	12
2.8. Right to Accept or Reject any or all Bids	12
2.9. Communication between the Bidders and the Authority	13
B. Bid Document	13
2.10. Availability of Bid Document	13
2.11. Clarifications by the Authority	13
2.12. Amendment in the Bid Document	13
C. Preparation & Submission of Bid	13
2.13. Language of the Bid	13
2.14. Format and Signing of the Bid	14
2.15. Submission of Bid	15
2.16. Last Date of Submission of Bid (Bid Due Date)	16
2.17. Withdrawal, Substitution and Modification of Bids	16
D. Opening of Bids	16
2.18. Opening of Technical Bid	16
2.19. Confidentiality	17
2.20. Tests of Responsiveness	17
2.21. Clarifications by the Bidders	18
2.22. Qualification of Bidders and Notification	18
2.23. Opening of Financial Bids	18
2.24. Proprietary data	18
2.25. Correspondence with the Bidder	18
3. CRITERIA FOR EVALUATION	19
3.1. Method of Evaluation of Bids	19
3.2. Opening of Technical Bids	19
3.3. Opening of Financial Bids	19
4. SPECIAL BID CONDITIONS	21
5. OTHERS	22
5.1. Performance Security	22
5.2. Forfeiture of Performance Security	22
5.3. Exit Clause	22
5.4. Settlement of disputes	22
6. FRAUD AND CORRUPT PRACTICES	24
6.1. Fraud and Corrupt Practices	24
7. SCOPE OF WORK & SERVICES	25
8. PAYMENT TERMS AND SCHEDULE	28
9. MISCELLANEOUS	29

9.5	Conflict of Interest	29
9.6	Prohibition against Collusion amongst Bidder(s).....	30
9.7	Pre-bid Meeting.....	30
9.8	Interpretation of Documents	30
9.9	Grievance Handling During Bidding Process.....	31
Technical Bid Forms		32
Technical Bid Form-1: Letter of Technical Bid Submission		33
Technical Bid Form-2: Details of the Bidder		34
Technical Bid Form-3: Undertaking from the Bidder		36
Technical Bid Form-4: Power of Attorney for Signing Authority		36
Technical Bid Form-5: Affidavit for No Blacklisting		38
Technical Bid Form-6: Declaration by the Bidder Regarding Qualification		39
Technical Bid Form-7: Financial Eligibility.....		40
LIST OF ENCLOSURES (CHECK LIST)		41

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. The RTDC intends to hire a qualified agency or Service Provider for the maintenance, periodic updation and operation of the existing RTDC Webportal which includes all webpages and information and online Booking Engine for duration of six (06) years (the **"Operation period"**). The scope of work encompasses ensuring a seamless user experience, incorporating advanced functionalities, and adhering to the latest technological standards.
- 1.1.3. The Executive Director, Rajasthan Tourism Development Corporation Limited (the **"RTDC" or "Procuring Authority" or "Authority"**) has decided to hire agency or Service Providers of similar services (**"Bidder" or "Agency"**) for selection and hiring of agency for maintenance, updation and operation of Existing RTDC website (the **"Work" or "Project"**) for the period of 06 years in accordance with the provisions of the Bid document and the Agreement to be signed between the Authority and the Selected Bidder. Brief of the Project is given below:

Name of Work	Maximum Allowable Base Annual Fee for Maintenance, Updation, and Operation of the Project per year (Inclusive of GST and other applicable taxes)	Estimated value of "Project" for 06 Years (Inclusive of GST and other applicable taxes)	Bid Security	RISL Processing Fee	Bid Document Fee
Maintenance, updation and operation of Existing RTDC Website for the period of 06 years	Rs.3,25,000/-	Rs.19.50 lac	Rs.39,000/-	Rs.500/-	Rs.5,900/-

Note:

- 1.1.4. The website of RTDC can be accessed at <https://rtdc.tourism.rajasthan.gov.in> before applying for the bid document. The website provides booking facility along with vast amount of information through various sections/web pages.
- 1.1.5. Maximum Allowable Base Annual Fee for Maintenance, Updation and Operation of the Project as mentioned above is the annual upper ceiling for the Operation Period. The bidder or agency shall quote the annual Bid Price (inclusive of GST and all other applicable taxes, duties, cess etc.) in the financial bid which should not be higher than the Maximum allowable Base annual fee for Maintenance, Updation and Operation cost as mentioned above, failing which such bid shall be rejected.
- 1.1.6. The RTDC shall pay the fee towards maintenance, updation and operation of the RTDC website including all webpages and information and online Booking Engine to selected bidder or agency as per agreed rates on quarterly basis. This fee shall remain unchanged throughout the Operation period.
- 1.1.7. As a part of this endeavor, Authority has decided to carry out the bidding process for selection of an entity (the **"Bidder"**) to whom the Project may be awarded as per the terms of this Bid document.

- 1.1.8. Payments shall be released to the selected Bidder or Agency for the Project on quarterly basis.
- 1.1.9. 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.
- 1.1.10. 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, 2012 and Rajasthan Transparency in Public Procurement Rules, 2013 through e-procurement system at www.eproc.rajasthan.gov.in (the "**Bidding Process**") for selection of a Bidder for award of the Project.
- 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 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 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: 09-10-2025
3	End Date of Downloading Bid document	Upto: 07-11-2025, 04:00 PM

S. N.	Event Description	Date
4	Mode of Submission of Bid	Online at e-Proc website (www.eproc.rajasthan.gov.in)
5	Pre-bid Meeting	28-10-2025, 04:00 PM Bidders shall be required to submit the pre-bid queries in writing on their official letterhead before pre-bid meeting. RTDC shall endeavour to respond to the pre-bid queries received in writing only.
6	Start Date of Online Submission of Bid	From: 09-10-2025, 10:00 AM
7	Last Date of Online Submission of Bid (Bid Due Date)	Upto: 07-11-2025, 04:00 PM
8	Submission of Original Demand Draft for RISL Processing Fee, Bid Document Fee & Bid Security	Upto: 07-11-2025, 04:30 PM Venue: Executive Director, Rajasthan Tourism Development Corporation Limited, Paryatan Bhawan, 3rd Floor, Opp. Vidhayakpuri Police Station, M.I. Road, Jaipur-302001
9	Date, Time and Venue of Technical Bid Opening	11-11-2025, 05:00 PM Venue: Executive Director, Rajasthan Tourism Development Corporation Limited, Paryatan Bhawan, 3rd Floor, Opp. Vidhayakpuri Police Station, M.I. Road, Jaipur-302001
10	Date, Time and Venue of Financial Bid Opening	Shall be intimated to the Technically Qualified Bidders at appropriate time
11	Issue of Letter of Award (LOA) / Work Order to Selected Bidder	Shall be intimated to the selected Bidder at appropriate time
12	Submission of Performance security to RTDC by the Selected Bidder	Within 7 working days of issuance of LOA/ Work Order
13	Signing of Agreement	Within 15 working days of issuance of LOA/ Work Order
14	Duration of Project / Operation Period	Six (06) years, extendable for further period as per RTPP Act, 2012 and RTPP Rules, 2013 (Operation period).
15	Validity of the Agreement/ Agreement Period	Agreement to be signed between the RTDC and the Selected Bidder/ Agency shall be effective from the date of signing of Agreement (the " Effective Date ") and remain valid till 90 days beyond the Operation Period (" Agreement Period "). The Validity Period of the Agreement may be extended for further period subject to mutually agreeable terms and condition between RTDC and the Operator and in accordance with the provisions of RTPP Act, 2012 and RTPP Rules, 2013.

The above schedule is tentative. The 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 to whom the Project may be awarded 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> <p>a. An individual person, or</p> <p>b. A proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement, or</p> <p>c. A partnership registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, or</p> <p>d. A company incorporated under the Companies Act, 1956/2013.</p> <p>Consortium bidding is not allowed.</p>	<p>a. Certified copy of Registration certification of the firm / Partnership deed / Certificate of incorporation etc. (as applicable) to legal status</p> <p>b. Certified copy of Articles of Association & Memorandum of Association (if applicable)</p> <p>c. Copy of Valid identity proof i.e. Aadhar Card/ Driving License/ Passport etc. in case the Bidder is a proprietorship firm/ Individual person.</p> <p>d. Certified copy of Income tax Registration (PAN) copy.</p> <p>e. Certified copy of GST Registration Copy, as applicable</p> <p>as per Technical Bid 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 provide given in the format specified in Technical Bid Forms (Technical Bid Form-4) duly authenticated
b)	Financial Eligibility	
(i)	<p>Bidder must have average annual turnover of Rs 10 lakh in last three financial years ending on March 31, 2024 (i.e. 2021-22, 2022-23 & 2023-24) from similar activities.</p> <p>Similar activities include end-to-end development, periodic updation, and maintenance of websites along with experience in managing integrated booking engines of chain of hotels.</p>	<ul style="list-style-type: none"> Certificate specifying average annual turnover in last 3 financial years ending March 31, 2024 in the format specified in Technical Bid Form-7 duly certified by practicing Chartered Accountant along with Unique Document Identification Number (UDIN) on it as per applicable rules
(ii)	<p>Bidder must have positive net worth as on March 31, 2024.</p>	<ul style="list-style-type: none"> Certificate of net worth as on March 31, 2024 as per the format given in Technical Bid

S. N.	Particulars	Documents Required
		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 should have continuous existence for minimum 5 years as on the bid due date; and	<ul style="list-style-type: none"> • Certified Copy of certificate showing the year of registration
(ii)	<p>Bidder must have experience of running similar activities for last 5 years as on the bid due date.</p> <p>Similar activities include end-to-end development, periodic updation, and maintenance of websites along with experience in managing integrated booking engines of chain of hotels.</p>	<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 similar Business Activity

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

2.3. Terms and conditions for Bidders

- 2.3.1. Bidder shall be required to submit its Bid containing all details as required in **Technical Bid Forms and Fin Form.**
- 2.3.2. The bidder shall thoroughly study the existing webpages and information of RTDC Website, including online booking engine, its modules, procedures, content uploading and removal processes, and the procedures of database maintenance on Rajasthan State Data Centre (RSDC), GoR, before submitting the bid.
- 2.3.3. Annual Charges payable to RSDC shall be paid by RTDC only.
- 2.3.4. Bulk SMS charges shall be borne by selected Bidder. After confirmation of the booking or cancellation, an SMS should be triggered to guest, concerned hotel and Head Office.
- 2.3.5. Database /API may be shared to other booking platform after approval of RTDC, if required.
- 2.3.6. A Bidder shall, in the last 5 years, have neither failed to perform any work/ Project, as evidenced by imposition of a penalty by a judicial authority or a judicial pronouncement against the Bidder, nor been expelled from any Project or work order nor have had any Agreement terminated for breach by such bidder.
- 2.3.7. 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.
- 2.3.8. 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).

- 2.3.9. 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 Technical Bid and/or Financial Bid besides leading to rejection of Bid as being non-responsive.
- 2.3.10. 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) wilful 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.
- 2.3.11. In the event Authority disqualifies any Bidder under Clause 2.3.6 hereinabove, the Authority may forfeit the Bid Security of such disqualified Bidder.
- 2.3.12. 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, Bid Document Fee and Bid Security along with submission of its online Bid at www.eproc.rajasthan.gov.in.

Description of Fees	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
Bid Document Fee	Rs.5,900/-	Demand Draft (DD)/ Banker's Cheque in favour of " Executive Director (Finance), Rajasthan Tourism Development Corporation Limited " payable at Jaipur
Bid Security	Rs.39,000/-	Demand Draft (DD)/ Banker's Cheque in favour of " Executive Director (Finance), Rajasthan Tourism Development Corporation Limited " 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 Technical 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, Bid Document Fee and Bid Security.
- 2.4.4. Bid Security of Bidder(s) not selected shall be returned by the Authority without any interest as promptly as possible after signing of 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 and advance cheque for maintenance, updation and operation cost (including applicable GST) for full tenure of Agreement from it, in accordance with the provisions of the LOA/ Work Order/ Agreement.
- 2.4.6. The Bid Security shall be forfeited by the Authority, at its sole discretion in the following cases:
- a) if the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - b) the Bidder withdraws/modifies/substitutes its Bid during Bid Validity Period, including any extension thereof;
 - c) in case of a Selected Bidder, if it fails to sign the Agreement or fails to furnish the required Performance Security to the Authority within the time specified herein and in the Letter of Award (LOA)/ Work Order;
 - d) 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;
 - e) if the Bidder refuses to accept the correction of errors in its Bid;
 - f) if the successful Bidder does not commence work within the timeline as per the work order;
 - g) If the Bidder breaches any provision of code of integrity prescribed for Bidders specified in the Act and Chapter VI of RTPP Act/Rules.
 - h) 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:
- a) the expiry of Bid Validity Period; or
 - b) the execution of 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 90 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 Project in response to the Bid document. Any Bidder who submits more than 1 Bid for the same Project 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. Acknowledgement by Bidder

- 2.7.1. It shall be deemed that by submitting the Bid, the Bidder has:
- a) made a complete and careful examination of the Bid document;
 - 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.
- 2.7.2. 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.

2.8. Right to Accept or Reject any or all Bids

- 2.8.1. 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.
- 2.8.2. 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.

2.9. Communication between the Bidders and the Authority

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

Executive Director,

Rajasthan Tourism Development Corporation Limited (RTDC)
Paryatan Bhawan, 3rd Floor,
Opp. Vidhayakpuri Police Station,
M.I. Road, Jaipur-302001, Rajasthan
E-mail: ed.rtdc@rajasthan.gov.in

- 2.9.2. 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.
- 2.9.3. 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

2.10. Availability of Bid Document

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

2.11. Clarifications by the Authority

- 2.11.1. 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.

2.12. Amendment in the Bid Document

- 2.12.1. 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.
- 2.12.2. 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

2.13. Language of the Bid

- 2.13.1. 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.

2.14. Format and Signing of the Bid

- 2.14.1. The Bidder shall provide all the information sought under this Bid document.
- 2.14.2. 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.
- 2.14.3. The Technical 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 **Technical Bid Form-3**. The Technical 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.
- 2.14.4. The Financial Bid shall be submitted in the format as specified in **Bid Forms (FIN Form-1(BOQ))**. The bidder or agency shall quote the Annual Bid Price (inclusive of GST and all other applicable taxes, duties, cess etc.) for the first year of the project in the financial bid which should not be higher than the Maximum Allowable Base Annual Maintenance, Updation & Operation cost as mentioned above, failing which such bid shall be rejected. The quoted bid price shall remain the same throughout the Operation Period.
- 2.14.5. Any corrections in the Technical 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.
- 2.14.6. 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 (Bid Document Fee, RISL Processing Fee and Bid Security) in PDF format
 - (ii) Financial Bid in MS-Excel format.
- 2.14.7. Technical Bid (the "**Technical Bid**") shall consist of the following documents:

S. N.	Document Type	Document Format
1	Letter of Technical Bid Submission	as per the format specified at Technical Bid 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)
4	Bid Security	Scanned copy of Demand Draft (in PDF Format)
5	Details of Bidder	as per the format specified at Technical Bid 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)

S. N.	Document Type	Document Format
7	Undertaking from the Bidder	as per the format specified at Technical Bid Form-3 (in PDF format)
8	Power of Attorney for Signing Authority	as per the format specified at Technical Bid Form-4 (in PDF format)
9	Affidavit for No Blacklisting	as per the format specified at Technical Bid Form-5 (in PDF format)
10	Declaration by Bidder regarding qualification	as per the format specified at Technical Bid Form-6 (in PDF format)
11	Financial Eligibility	as per the format specified at Technical Bid Form-7 (in PDF format)
12	All other documents/ supporting/ information required to be submitted along with technical bid as mentioned in the Bid document	in PDF format

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

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

2.15. Submission of Bid

- 2.15.1. Bid shall be submitted in two separate files i.e. (i) Technical Bid (in PDF format) and (ii) Financial Bid (in BOQ 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.
- 2.15.2. 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.
- 2.15.3. 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.
- 2.15.4. Bidders are also advised to refer "Bidders Manual Kit" available at e-procurement website for further details about the e-Tendering process.
- 2.15.5. 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

- 2.15.6. Bid (Technical Bid and Financial Bid) submitted/uploaded on www.eproc.rajasthan.gov.in shall be digitally signed with DSC of the Authorized Signatory.
- 2.15.7. After submission of Bid on www.eproc.rajasthan.gov.in the Bidders shall submit original Demand Draft (DD) for RISL Processing Fee, Bid Document 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.

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

- 2.16.1. 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.***
- 2.16.2. Authority may at its sole discretion, extend the Bid Due Date by issuing an Addendum.

2.17. Withdrawal, Substitution and Modification of Bids

- 2.17.1. 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 and Time.
- 2.17.2. Bid withdrawn shall not be opened and processed further.

D. Opening of Bids

2.18. Opening of Technical Bid

- 2.18.1. 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.
- 2.18.2. 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.
- 2.18.3. 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, Bid Document_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.
- 2.18.4. 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.
- 2.18.5. 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.
- 2.18.6. 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.

2.18.7. 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.

2.19. Confidentiality

2.19.1. 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.

2.19.2. 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 Bid Document 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.

2.19.3. 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, Bid Document Fee and Bid Security.

2.19.4. 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.

2.20. Tests of Responsiveness

2.20.1. 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 2.15.7;
- 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 Technical Bid 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.

2.20.2. 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.

2.21. Clarifications by the Bidders

2.21.1. 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.

2.21.2. 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.

2.22. Qualification of Bidders and Notification

2.22.1. 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.

2.22.2. 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.

2.22.3. 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.

2.23. Opening of Financial Bids

2.23.1. 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.

2.23.2. The Financial Bids of only Technically Qualified Bidders shall be downloaded from www.eproc.rajasthan.gov.in and opened online.

2.24. Proprietary data

2.24.1. All documents and other information supplied by Authority or submitted by a Bidder to Authority shall remain or become the property of the Authority.

2.24.2. 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.

2.25. Correspondence with the Bidder

2.25.1. 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 financial bid(s) of the bidder(s) who is found eligible in technical evaluation will be opened and shall be selected on the basis of Least Cost Based (LCB) method.

The process of evaluation of Bids is given subsequently.

3.2. Opening of 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. Bidders who meet all the technical eligibility criteria and comply with the conditions stipulated in the Bid Document, and whose Technical Proposals have been evaluated and found responsive, shall be termed as "**Technically Qualified Bidders**".
- 3.2.3. The Authority shall upload the result of Technical Bid Evaluation on www.eproc.rajasthan.gov.in or www.sppp.rajasthan.gov.in.
- 3.2.4. The Authority shall also notify about the date, time and venue of opening of Financial Bids in second part only to the Technically Qualified Bidders.

3.3. Opening of 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:
- Overall, completeness and compliance as per the instructions given in this Bid Document.
 - 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.
 - Conditional Bids are liable to be rejected.
- 3.3.2. In second part (Financial Bid), Bidder shall quote the annual fee (in rupees) chargeable to RTDC for first year ("**Bid Price**") of the Project, which shall remain the same throughout the operation period.
- 3.3.3. Bid Price quoted by the Bidder(s) shall be inclusive of GST, all 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 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 Agreement except as per the terms of Bid document and subsequently executed Agreement.
- 3.3.6. Fee quoted by Bidder in its Financial Bid shall be admissible and considered for evaluation upto to two digits only after decimal.
- 3.3.7. Financial Bids shall be ranked on the basis of rate quoted by Bidders in their Financial Bid. Bidder quoting the Lowest Rate 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 quoted rate).
- 3.3.8. Bidder quoting the Lowest price (L1 Bidder) shall be finally selected and adjudged as the successful Bidder for the scope of work covered under the bid.

- 3.3.9. In the event that financial bids of two or more bidders are same (equal quoted rate) but higher than the others, Authority shall ask for negotiation through close sealed bidding process on the spot from such bidders who have quoted same amount.
- 3.3.10. In the event that Lowest Bidder (L1 Bidder) withdraws for any reason, Authority shall invite the remaining Bidders in order of their Financial Bid (L2, L3, L4, ...) to match the Financial Bid of L1 Bidder.
- 3.3.11. In the event no Bidder offers to match the Financial Bid of Lowest Bidder (L1) or agree on a negotiated Fee, the Authority in its discretion may annul the bidding process and invite fresh bids for the Project.
- 3.3.12. Any Payment by the Authority to the Selected Bidder shall be subject to Tax Deduction at Source (TDS) and any other deduction as per order of Central/State Govt.
- 3.3.13. Technically Qualified Bidder who quotes lowest amount for all the supply items together shall be terms as the "Lowest Bidder" OR "Successful Bidder" and shall be eligible for award of the work order.
- 3.3.14. After completing the evaluation of the Financial Proposals and identifying the Successful Bidder, RTDC shall issue the Letter of Award ("LOA") to the Selected Bidder, indicating its intention for issuance of Work Order/Supply Order.
- 3.3.15. Within 3 (three) days upon issuance of such LOA to the Selected Bidder, the Selected Bidder shall be required to sign and stamp the LOA and send it to RTDC as acknowledgement of the LOA. In the event the duplicate copy of the LOA duly signed by the selected bidder is not received by the stipulated date, unless it consents to extension of time for submission thereof, the right to issuance of Work order shall be forfeited.

4. SPECIAL BID CONDITIONS

- 4.1 The selected Agency shall be required to commence the operation of the Project (i.e., maintenance, updation, and operation of the existing RTDC Website) within 30 days of signing of the Agreement between the RTDC and the Agency (the '**Moratorium Period**'). The Moratorium Period shall commence from the date of issuance of the Letter of Award (LoA)/ Work order.

The Moratorium Period shall be utilized by the Agency for:

- preparing and submitting the detailed operational plan for approval,
- setting up necessary IT infrastructure,
- migrating/updating existing data and content,
- obtaining requisite approvals/permissions from competent authorities (if applicable),
- developing/ upgrading modules for online booking/payment gateway integration, etc.

The Moratorium Period shall be excluded from the 6-year Operation Period.

- 4.2 The Operation period may be extended as per the provisions of Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules, 2013. Agency, at least 90 days before expiry of original Operation Period (i.e. 06 years), shall submit request for extension of Operation Period on the existing terms & conditions.
- 4.3 In case of any dispute, decision of the Managing Director, RTDC shall be final and binding on the bidder.
- 4.4 The selected bidder will also be required to submit the Non-Disclosure Declaration Certificate before the execution of the Agreement.
- 4.5 **Risk and Cost Cause:** The responsibility of all risks, causes, and liabilities arising during the execution of the Project shall lie solely with the Selected Bidder/Agency. In the event that the Bidder withdraws from or abandons the Project mid-way, RTDC shall be entitled to engage an alternate service provider or Agency, and any payments made to such alternate service provider for completion of the pending work shall be fully recoverable from the defaulting Bidder/Agency.
- 4.6 **Data Transfer:** Upon expiry or termination of the Project, the Selected Bidder/Agency shall ensure the secure and complete transfer of all project-related data, information, content, databases, and other digital assets to RTDC in a usable and accessible format, without retaining any copies. Compliance with this clause shall be mandatory for successful closure of the Agreement.
- 4.7 All legal proceedings are subject to jurisdiction at Jaipur only.

5. OTHERS

5.1. Performance Security

- 5.1.1 For securing the due and punctual performance of its obligations under the Agreement, the Agency shall, within 7 working days of issue of LOA/ Work Order by the Authority to the Successful Bidder, provide security equivalent to 5% of the Project value as mentioned in the Work order/LOA, issued from a Scheduled Bank in favour of "**Executive Director (Finance), Rajasthan Tourism Development Corporation Limited**", payable at Jaipur in the form of Demand Draft/ Banker's Cheque (the "**Performance Security**").
- 5.1.2 Performance Security shall remain valid upto 90 days beyond the expiry of Agreement Period (including extended period, if any).
- 5.1.3 No interest shall be payable on Performance Security. RTDC shall release/refund the Performance Security to Selected Bidder upon expiry of Operation period and successful completion of work as per terms of agreement subject to deduction of any amount payable by Selected Bidder to RTDC.
- 5.1.4 The provision of additional performance security will be applicable as per Rule 75A of the RTPP Rules, 2013.

5.2 Forfeiture of Performance Security

- 5.2.1 Performance Security amount in full or part may be forfeited in the following cases:-
- When any terms and conditions of the Agreement are breached;
 - Upon occurrence of Bidder default or fails to perform the work satisfactorily as per the terms and conditions of the 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
 - 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.

Notice of reasonable period 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.

5.3 Exit Clause

Authority may by giving 60 days' notice in advance to the other party, exit from the agreement and the agreement shall stand terminated on expiry of 60th day from receipt of such notice. In such cases, the performance security shall be returned after deducting any amount whatsoever due to the Authority.

5.4 Settlement of disputes

- 5.4.1 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 RTDC and the Selected agency 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 between the Parties within maximum period of 60 days from date of formal communicate on of the dispute by either party.

- 5.4.2 In case the Parties fail to reach at the amicable solution within the above given period, the dispute shall be referred to the Managing Director, RTDC. In case, agency is aggrieved/ not agreeing by the decisions, then agency shall be entitled to seek resolution of dispute by referring to Secretary/ Principal Secretary/ Additional Chief Secretary, Department of Tourism, Government of Rajasthan whose decision shall be final and binding.
- 5.4.3 In case, agency is aggrieved/ not agreeing by the decisions, then agency shall be entitled to seek resolution of dispute by referring the dispute to court of laws in Jaipur only (Rajasthan).

6. FRAUD AND CORRUPT PRACTICES

6.1 Fraud and Corrupt Practices

- 6.1.1 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.
- 6.1.2 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.
- 6.1.3 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/ Work Order or has dealt with matters concerning the Agreement or arising there from, 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/ Work Order or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA/ Work Order or the 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;
 - 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.

7. SCOPE OF WORK & SERVICES

Scope of Work & services

a. Design and Development of RTDC Website:

- Develop a responsive informative and booking portal as per the guidelines and standards defined by the Government of Rajasthan and the Department of Information and Technology (DoIT). For this purpose, it is advisable for the bidder to study the existing website, including its web pages and sections, before applying for the bid document and to review the booking engine.
- Application security must be audited for safe hosting at the Rajasthan State Data Center (RSDC).
- Centralized database for booking inventory with dashboard-level monitoring for RTDC's central department, focusing on booking and revenue management.
- Implement taxation modules (e.g., GST) as per the applicable regulations.
- Conduct fine-tuning and optimization of the portal.
- Facilitate web promotions by uploading banners and relevant information.
- Ensure a graphical interface with an appealing look and feel, adhering to the color scheme and guidelines set by GoR/GoI.
- Upload web brochures and manage SEO for better search engine visibility.
- Provide a user-friendly interface for enhanced user experience.

b. Website Maintenance and Content Updates:

- Regularly update and maintain content across all pages, ensuring relevance and accuracy.
- Design and publish new pages as required by RTDC.
- Manage and upload images and multimedia content as per instructions from the Competent Authority.

c. Content Management System (CMS) Enhancements:

- Implement and enhance features in the CMS for improved functionality and better user experience.

d. Dead Link Monitoring:

- Regularly check for and resolve any dead links to maintain website integrity.

e. Data Updates:

- Update data elements to ensure the accuracy and relevancy of the content.

f. Page Design and Publishing:

- Design, update, and publish new or revised pages based on RTDC's requirements.

g. Content Research and Management:

- Conduct content research and manage website content to improve its informational value.

h. Payment Gateway Support:

- Ensure proper integration and operational support for the payment gateway as per DOIT's guidelines and the Rajasthan Payment Platform.
- Ensure a user friendly, easy-to-navigate, fast, and bug-free payment process along with appropriate alert messages, etc.

i. Error Identification and Resolution:

- Identify and resolve errors affecting website performance.

j. Non-Operative Functionality Restoration:

- Detect and restore any non-operative features to ensure smooth website functionality.

k. Content Delivery:

- Ensure diverse content types, such as HTML, Word Documents, PDFs, images, multimedia files, audio, and video, are available and well-distributed across the portal.

Admin Panel (CMS-Based Dynamic Interface)

- Provide a CMS-based dynamic content management system with user access rights management.
- The admin panel should be responsive and capable of operating on mobile devices, tablets, and desktops.

Admin Panel Features:

- Dynamic bid upload facility.
- Dynamic updates for news and footer-related content.
- Updates for hotel-related information (photos, tariffs, rooms, policies, etc.).
- Dynamic management for city tours, package tours, and entry ticketing modules.
- Manage promotional offers dynamically as when required.

Booking Features or modules:

- Support for online hotel booking, package booking, city tour booking, car bookings, RTDC transport booking, and entry ticket booking.
- Event-based online bookings.
- Booking and cancellation details.
- Reprinting and regeneration of receipts.
- Payment gateway integration for secure transactions via the Rajasthan Payment Platform.
- Dynamic booking cancellation configuration as per RTDC policy, including instant refunds.
- MIS and reporting modules for efficient tracking.
- SMS and email alerts for reservation, cancellation, or updates.

Hotel Booking Management in Admin Panel:

- Hotel, tariff, room type/category, facility, and description management.
- Discounting and promotional offer management.
- User, agent management, agent ledger, and MIS.
- Booking cancellation module with partial cancellation options and instant refunds.
- Booking MIS with filters.

Hotel Reception (Over the Counter) Booking Module:

- Booking for walk-in guests and provisional reservations as per RTDC's policy.
- Bulk bookings and cancellation with partial cancellation options (room-wise/day-wise).
- Reprinting of receipts and booking MIS with filters.

Sightseeing and Package Tour Booking Management:

- Dynamic creation and updating of tours.
- Dynamic tariff management and tour scheduling.
- Quota maintenance for tours.
- Admin-level booking, agent booking, and booking MIS reporting.
- User access rights management.
- Agent payment wallet and ledger management.

Entry Ticket Module:

- Dynamic category creation (e.g., Fort, Pond) with add-on features and offers.
- Dynamic rate mapping by category and nationality.
- Admin-level dashboard and user access management.
- MIS and reporting for ticket bookings.

AMC & Support:

- Provide technical support for RTDC's central office for any technical or functional queries.
- Cosmetic corrections and application support in coordination with RSDC.

- Mobile application technical updates and support.

Technical Support:

- Provide ongoing technical support for the website, security audits, and integration with RSDC.

Hosting Support:

- Assist in migrating the booking engine from shared hosting to cloud hosting, exclusively on RSDC's servers.

Specific Maintenance for Booking Facilities:

- Add modules for online space booking via maps.
- Facilitate invoice generation and payment gateway upgrades.
- Support events like book fairs or tours.
- Update content, send notifications to registered users, and manage space allocation.

Membership and Discount Modules:

- Integrate and manage membership discounts.
- Modify shopping cart functionalities to accommodate additional discounts and stock management.

Agent and PRO Office via Booking ID:

- **Booking for Walking Guest:** Enable agents and PRO office to process bookings for walk-in guests through the system.
- **Reservations:** Allow agents and PRO office to make reservations for clients via the system, with proper tracking through Booking ID.
- **Bulk Bookings:** Facilitate bulk booking functionality for agents and PRO office for group reservations.
- **Cancellation Module with Partial Cancellation:** Include the option for partial cancellations, both room-wise and day-wise, with instant refund processing.
- **Reprint of Receipt:** Allow agents and PRO office to reprint receipts for clients as required.
- **Booking MIS with Filters:** Provide detailed MIS (Management Information System) reports with various filters for tracking bookings, cancellations, and other relevant data.
- **Agent Payment Wallet and Ledger:** Enable agents to manage their payment wallets and ledger for tracking payments, commissions, and other financial transactions related to bookings.

Deliverables:

- A functional, secure, and user-friendly RTDC Website.
- Timely updates, error resolution, and enhanced booking/payment facilities.
- Seamless coordination with stakeholders (NIC, payment gateway providers).

Reporting:

- Submit regular status updates and reports on maintenance activities, enhancements, and resolved issues to the Competent Authority.

Compliance:

- The vendor must comply with industry best practices, data security standards, and RTDC's operational guidelines.

Intellectual Property Rights (IPR):

- The intellectual property rights of the Website, including their source code and other intangible assets, will belong to RTDC.

8. PAYMENT TERMS AND SCHEDULE

- 8.1 RTDC shall pay the agreed quarterly fee towards maintenance, updation, and operation costs to the selected bidder/agency, which shall remain unchanged throughout the operation period.
- 8.2 The payment of Fixed Assured Value, including all other recurring charges shall be made upon receipt of bill.
- 8.3 The billable amount shall be as per the rates quoted as per the Agreement. The payable amount shall be based on billable amount after accounting for any other the terms and conditions of the Agreement.
- 8.4 The Payment of charges towards services provided to RTDC by the Selected Bidder or Agency shall be subject to Tax Deduction at Source (TDS) and any other deduction as per order of Central/State Govt. No extra payment will be made of working on odd hours'/emergency work.
- 8.5 The Selected Bidder shall perform all the work covered under the scope of work mentioned in the Bid document and Agreement and shall submit the Tax Invoice along with copy of attendance register to the office of RTDC as per the procedure duly verified by the RTDC official.
- 8.6 The bill of successful service provider shall be checked and verified by designated officer of the respective Units of RTDC.
- 8.7 After verification of bills and attendance report, the bill of the agency will be processed for the payment. However, on occurrence of any non-compliance of terms and conditions, the subject bill will not be paid till the adequate disposal of complaint.
- 8.8 The payment to the Agency or Selected service provider shall be paid within 30 days after approval by the concerned RTDC official.

9. MISCELLANEOUS

- 9.1 The Bidding Process shall be governed by, and construed in accordance with, the RTPP Act, 2012 and RTPP Rules, 2013.
- 9.2 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.
- 9.3 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.
- 9.4 The selected bidder shall bear full legal and financial responsibility for any discrepancies related to bookings on the Website, including but not limited to room availability, pricing, booking dates, and applicable discounts. In the event of any such discrepancies, the bidder shall be solely liable for any legal claims, financial obligations, or liabilities arising therefrom.

9.5 Conflict of Interest

- 9.5.1 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.
- 9.5.2 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.

9.5.3 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.

9.6 Prohibition against Collusion amongst Bidder(s)

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.

9.7 Pre-bid Meeting

A pre-bid meeting 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 RFP document. All interested parties can participate in the pre-bid meeting.

The RTDC shall endeavour to respond the written queries only received from the prospective Bidders. However, the RTDC 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 RTDC to respond to any query or to provide any clarification.

Responses to pre-bid queries, amendments/ clarifications, if any, in the RFP Document shall be uploaded on www.eproc.rajasthan.gov.in and www.sppp.rajasthan.gov.in.

Verbal clarifications and information given by the RTDC, or its employees or representatives advisors/consultants shall not in any way or manner be binding on the RTDC.

9.8 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, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a 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 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 Agreement.
- (xiv) The provisions of RTPP Act, 2012 and RTPP 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 RTPP Rules, 2013 on the other hand, the later shall prevail.

9.9 Grievance Handling During Bidding Process

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	Secretary/ Principal Secretary/ Additional Chief Secretary, Department of Tourism, Government of Rajasthan	Government Secretariat, Jaipur-302004. Tel no. 91-141-2227389
Second Appellate Authority	Finance Secretary (Budget), Finance Department, Government of Rajasthan	Government Secretariat, Jaipur-302004. Tel no. 91-141-2227934

Technical Bid Forms

**Technical Bid Form-1: Letter of Technical Bid Submission
(to be submitted on Bidder's letterhead)**

Ref.

Dated:

**Executive Director,
Rajasthan Tourism Development Corporation Limited (RTDC)**
IIIrd Floor, Paryatan Bhawan,
Opp. Vidhayakpuri Police Station,
M.I. Road, Jaipur-302001, Rajasthan
E-mail: ed.rtdc@rajasthan.gov.in

Sub:- Bid for Selection of Agency for Maintenance, Updation & Operation of Existing RTDC Website for a period of 06 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 eligibility for the "Project" mentioned in subject line.

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

We hereby also confirm the following:

1. We have examined in details and have understood and agree to abide by all the terms and conditions stipulated in the Bid document and in any subsequent communication sent by it. 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. We understand that the Addendum shall form an integral part of the Bid document.
2. We acknowledge and confirm that we have undertaken a due diligence audit of all aspects of the bid, including legal due diligence.
3. We confirm that our Technical and Financial Bid are unconditional.
4. We as the authorized representative(s) of the Bidder hereby declare that all the information and statements made in this Technical Bid are true and correct to the best of our knowledge and understanding and accept that any misinterpretation contained in it may lead to our disqualification. We would be solely responsible for any errors or omissions in our Bid. The information submitted in our Bid is complete in every detail, is strictly as per the requirements stipulated in the Bid document.
5. We agree to submit Bank Guarantee/ Demand Draft/ Banker's Cheque for a sum equal to 5% of the Project value as mentioned in the Work Order/ LOA as Performance Security on being identified as Selected Bidder as per terms and conditions of Bid document.
6. In the event of our Bid being accepted, we agree to enter into the Agreement within the stipulated period as defined in LOA/ Work Order with the Authority for exclusive implementation, incorporating the conditions of the Bid Document.

Yours faithfully,

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

Signature : (Authorised Signatory)

Name and Designation of the Person :

Technical Bid Form-2: Details of the Bidder

1	Name of Project for which Bid is Submitted	Selection of Agency for Maintenance, Updation and Operation of Existing RTDC Website for a period of 06 years
2	Name of Bidder	
3	Legal Status of Bidder	
4	Date of Incorporation/Registration	
5	Brief Description of Bidder's Organisation	
6	Nature of Business Activities/ operations	
7	Office Address of Bidder with Contact & Communication details	
8	Address of Operating/ Branch Office in Rajasthan, if Registered office is situated out of Rajasthan Contact details	
9	Details of Individual(s) who shall serve as the point of contact/ communication for Authority for this Bid	Name: Designation: Address: Telephone: E-mail:
10	Particulars of Authorised Signatory	Name: Designation: Address: Telephone: E-mail:
11	Details of submission of Cost of Bid document	DD/BC Number Date Issued by Branch
12	Details of submission of Bid Security	DD/BC Number Date Issued by Branch

13	Details of submission of RISL Processing Fee	DD/BC Number Date Issued by Branch
14	Bank Account Details (For refund of Bid security deposit/EMD)	All the below information must be filled in BLOCK LETTERS ONLY. Copy of cancelled cheque having the above details must be enclosed. a. Name of the account holder b. Bank Name c. Branch d. Account No. e. IFSC Code
15	GST Registration No.	
16	PAN 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. GST registration number, PAN number 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 and Seal of Bidder)

Signature : ----- (Authorised Signatory)

Name of the Person : -----

Designation : -----

Date : -----

Place : -----

Technical Bid Form-3: Undertaking from the Bidder
(to be submitted on Bidder's letterhead)

Ref.

Dated:

Executive Director,
Rajasthan Tourism Development Corporation Limited (RTDC)
IIIrd Floor, Paryatan Bhawan,
Opp. Vidhayakpuri Police Station,
M.I. Road, Jaipur-302001, Rajasthan
E-mail: ed.rtdc@rajasthan.gov.in

Sub:- Bid for Selection of Agency for Maintenance, Updation & Operation of Existing RTDC Website for a period of 06 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.

1. We are 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.
2. We do 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 Agreement.
3. We do not have a conflict of interest as mentioned in the Bid Document which materially affect the fair competition.
4. We will comply with the code of integrity as specified in the Bid document.
5. 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.
6. We hereby undertake that there is no pending tax liability towards any tax authorities in India (e.g. Income Tax Department, GST, Custom, etc.) as on (Mention date).
7. We hereby certify and confirm that in the preparation and submission of this Bid in response to the Bid issued by Executive Director, RTDC 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.
8. We understand that if any information about our firm is found contrary to what has been submitted in this proposal, the Authority would be at liberty to debar our firm for an appropriate period to be decided by the Authority.

For and on behalf of : (Name and Seal of Bidder)

Signature : (Authorised Signatory)

Name of the Person :

Designation :

Technical Bid Form-4: 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 of 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 Agency for Maintenance, Updation and Operation of Existing RTDC Website** (the "**Project**") issued by Executive Director, 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 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 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, 2025

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 of the extract of the charter documents and documents such as 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.

Technical Bid Form-5: 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)

Executive Director,

Rajasthan Tourism Development Corporation Limited (RTDC)
Paryatan Bhawan, 3rd Floor,
Opp. Vidhayakpuri Police Station,
M.I. Road, Jaipur-302001, Rajasthan
E-mail: ed.rtdc@rajasthan.gov.in

In response to Bid for **Selection of Agency for Maintenance, Updation and Operation of Existing RTDC Website** (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) 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)/ ICAI.
- c) 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 nor debarment by any other procuring entity.
- d) Agreement within a period of 5 years preceding to the Bid Due Date, or not have been otherwise disqualified pursuant to debarment proceedings.

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 and Seal of the Bidder)

Signature : ----- (Authorised Signatory)

Name of the Person : -----

Designation : -----

Technical Bid 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 ₹100/-) and duly attested by Notary Public)

Ref.

Dated:

Executive Director,

Rajasthan Tourism Development Corporation Limited (RTDC)

IIIrd Floor, Paryatan Bhawan, Opposite Vidhayakpuri Police Station,

M. I. Road, Jaipur-302001, Rajasthan

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

Sub:-Declaration by the Bidder regarding Qualifications

In relation to my/ our Bid submitted for “**Selection of Agency for Maintenance, Updation & Operation of Existing RTDC Website for a period of 06 years**” in response to their Notice Inviting Bid 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 not have been convicted of any criminal offence related to my/ our professional conduct or the making of false statements or misrepresentations as to my/ our qualifications to enter into a procurement Agreement 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. Notwithstanding any qualifications or 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 Agreement.

For and on behalf of : (Name of the Bidder)

Signature : (Authorised Signatory)

Name of the Person :

Designation :

Technical Bid Form-7: Financial Eligibility
(Certificate from Practicing Chartered Accountant 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 end-to-end development, periodic updation, and maintenance of websites along with experience in managing integrated booking engines of chain of hotels (Amount in Rs.)
March 31, 2024		FY 2021-22		
		FY 2022-23		
		FY 2023-24		
		Average Annual Turnover of three years		

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:-

- a) The above Form shall be filled and certified by the practicing Chartered Accountant.
- b) Bidder must submit certified copy of certified copy of the Financials for FY 2021-22, FY 2022-23, FY 2023-24 and Income tax return acknowledgement downloaded from the Income tax Portal for the relevant years along with the bid.

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	Technical Bid Form-1	Yes/No	
2	Details of Bidder, duly filled & signed	Technical Bid Form-2	Yes/No	
3	Undertaking from the Bidder	Technical Bid Form-3	Yes/No	
4	Power of Attorney for Signing Authority	Technical Bid Form-4	Yes/No	
5	Affidavit for No Blacklisting	Technical Bid Form-5	Yes/No	
6	Declaration by Bidder regarding qualification	Technical Bid Form-6	Yes/No	
7	Financial Eligibility	Technical Bid Form-7	Yes/No	
8	Bid Security in Prescribed form of DD / Bankers Cheque as per Bid	Scanned copy of Instrument (in PDF Format)	Yes/No	
9	Bid Document Cost in prescribed form as per Bid	Scanned copy of Instrument (in PDF Format)	Yes/No	
10	Bid Processing Fees in prescribed form as per Bid	Scanned copy of Instrument (in PDF Format)	Yes/No	
11	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	
12	Certified copy of Income Tax Registration (PAN)	In PDF Format	Yes/No	
13	Certified copy of GST Registration	In PDF Format	Yes/No	
14	Certified copy of Business registration certificate/ registration certificate with the trade association of similar activities as	In PDF Format	Yes/No	

S.N.	Proposal will contain the following documents:	Document Format	Whether enclosed	Ref. Page no. of Bid submitted
	documentary evidence for running similar Business Activity			
15	Certified copy of financials for FY2021-22, FY2022-23 and FY2023-24	In PDF Format	Yes/No	
16	Certified copy of Income Tax return acknowledgement for FY2021-22, FY2022-23 and FY2023-24	In PDF Format	Yes/No	
17	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	
18	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 and Seal of the Bidder)
Signature : (Authorized Signatory)
Name of the Person :
Date :
Place :

BOQ – FINANCIAL BID

<u>Financial Bid Form (To be Filled Online Only)</u>			
<i>(Not to be Attached with Technical Document)</i>			
Bid Inviting Authority: Executive Director, Rajasthan Tourism Development Corporation Ltd.			
Name of Work: Selection of Agency For Maintenance, Updation and Operation of Existing RTDC Website For a Period of Six (06) Years			
Bidder Name and Contact details:			
<u>PRICE SCHEDULE</u>			
(This BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bid is liable to be rejected. Bidders are allowed to enter their details and Values only)			
Sr. No.	Item Description	AMOUNT In Figures (In Rs.) To be entered by the Bidder (Including GST and all other applicable taxes)	TOTAL AMOUNT (In Rs.) In Words
1	2	3	4
	Maintenance, Updation and Operation of existing RTDC Website For a Period of Six (06) Years		INR..... Only

NOTES:

1. The price (basic rate) quoted shall be included of all costs, expenses, all taxes and duties applicable to the bidder as per law of the central/ state government/ local authorities.
2. The bidder or agency shall quote an annual amount (in rupees) (inclusive of GST and all other applicable taxes, duties, cess etc.) ("**Bid Price**") for the first year in the financial bid which should not be higher than the Maximum Permissible Base Annual Maintenance, Updation and Operation cost as mentioned in the bid document, failing which such bid shall be rejected. The quoted bid price shall remain the same throughout the operation period.