

GOVERNMENT OF RAJASTHAN
OFFICE OF THE COMMISSIONER, DEVASTHAN DEPARTMENT, RAJASTHAN UDAIPUR
2 MEERA MARG, MADHUVAN, UDAIPUR (RAJ.)

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F.1(1)Acct./DDUVNITY/Dev/2019/ 16279-16290

Date : 29/8/19

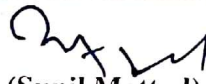
NIB No. GOR/DEV/Eproc/ /2019

Offers are invited from eligible bidders having DSC on e-procurement basis for selection of Air Tour and Travel Agencies for providing complete Travel and Tour services for Varisht Nagrik Teerth Yatra Yojana 2019-20 for 9 destinations. For more details please download from website-

UBIN:-----

Important dates

UBN Number	
Date and time of uploading/downloading of online bid process	Start Date : 29-08-2019 at 05:00 PM End Date : 18-09-2019 at 03:00 PM
Date, Time & venue of physically submission of bid security, cost of bid document and bid process fee.	19.09.2019 till 01:00 pm on (one day after bid due date at the Office of Commissioner, Devasthan Department Udaipur
Estimated Cost of bid	8.63 Crore
Date, Time & venue of pre bid meeting	04.09.2019 at 03:00 PM at the Office of Commissioner, Devasthan Department Udaipur
Last date and time for online bid submission	18-09-2019 till 03:00 PM
Date and Time of technical bid opening	19.09.2019 till 03:00 pm


(Sunil Mattad)
Dy. Commissioner
Devasthan Department
Rajasthan, Udaipur

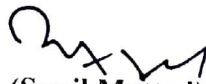
Note to be published

F.1(1)Acct./DDUVNITY/Dev/2019/ 16280-16290

Date : 29/8/19

Copy for information and necessary action :-

1. Secretary, Devasthan Department Rajasthan Jaipur for information.
2. Director General Intelligence and Statistics, Kolkata (W.B.) for Publication in Indian trade Journal.
3. DIPR, Rajasthan, Jaipur for publication in one state level leading daily news paper having circulation of 50000 copies and above and one all India level daily newspaper (**Times Of India**) with wide circulation on DIPR rates **URGENTLY TODAY . This letter will not be sent by post**
4. Joint Secretary, Devasthan Department , Jaipur (Raj.) for notice board.
5. Financial Advisor/Dy.Commissioner/ Account Officer/ DLR, Devasthan Department
6. Notice Board Office of Divisional Commissioner, Udaipur.
7. Notice Board District Collector, Udaipur.
8. Notice Board Commissioner Devasthan Department, Udaipur.
9. Notice Board, Assistant Commissioner Devasthan Department , Jaipur-I, Jaipur-II , Kota, Bikaner, Bharatpur, Vrindavan, Ajmer, Rishabdeo, Hanumangarh.
10. Informatics Assistant, Office of the Commissioner Devasthan Department Udaipur with the direction to upload the NIB & RFP today till office end time on eproc with respective BOQ , SPPP and departmental website.
11. Sh.member of procurement committee for n/a.


(Sunil Mattad)
Dy. Commissioner
Devasthan Department
Rajasthan, Udaipur



GOVERNMENT OF RAJASTHAN

DEVASTHAN DEPARTMENT

**Selection of Air Tour and Travel Agency
for**

**Providing complete Travel and Tour
package for**

**Varishth Nagrik Teerth Yatra
Yojna**

2019

Request for Proposal (RFP)

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Notice Inviting eBids

eBids are invited from eligible Bidders for providing Air Tour & Travels Services for “Selection of Air Tour & Travel Agency for providing complete travel and tour package for Varisht nagrik teerth yatra yojna- 2019-20

Name & Address of the Procuring Entity	Name : Commissioner, Devasthan Department Address: Panchwati, M.G. College Road, Udaipur - 313 001, Rajasthan					
Name & Address of the Nodal Officer in-charge	Name SUNIL MATTAD Designation: Deputy Commissioner Address: Commissioner, Devasthan Department, Udaipur (Raj) Email : hq.dev@rajasthan.gov.in devasthan@hotmail.com					
Subject Matter of procurement	Selection of Air tour and travel agency For providing complete travel and tour package for Varishth Nagrik Teerth Yatra Yojna 2019-20					
Bid Procedure	Two-stage Bidding System: Two-part (cover) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in					
Selection Method	Two stage Bidding system Technical Bid & Financial bid.					
Websites for downloading Bidding Document, Corrigendum/Addendum	http://eproc.rajasthan.gov.in ; http://devasthan.rajasthan.gov.in/					
Cost of Bidding Document	Rs. 2000/- (Rupees two thousand only) to be remitted through Demand Draft in favour of “Commissioner, Devasthan Department, Udaipur ” payable at Udaipur					
Bid Processing Fee	Rs. 1000 (Rupees one thousand only) for to be remitted through Demand Draft in favour of “Managing Director, RISL” payable at Jaipur (Amount in Rs.)					
Destination Wise Estimated cost and Bid Security Amount	S. N	Destinations	Estim-ated number of pilgrims *	Estim-ated Cost of each Pilgrims	Estimatd cost of each Destination	Bid security /earnest money deposit
	1	AMRITSAR-AANANDPUR-SAHIB	277	13000	3601000	75000
	2	SHRAVANBELGOLA-BANGLURU	109	13500	1471500	30000
	3	GOA	176	13100	2305600	50000
	4	SHIRDI-SHANISINGDAPUR-TRIMBKESHWER(NASIK) MUMBAI	564	12500	7050000	150000

		DARSHAN				
	5	KAMAKHYA-GUWAHATI(Rajya Sangrhlaya, Kala shetra)	159	15500	2464500	50000
	6	UJJAIN(MAHAKAL ESHWAR, KaalBherav Temple, Har sidhhi, Navgrah mandir, OMKARESHWAR	100	13000	1300000	30000
	7	DEHRADOON-HARIDWAR-RISHIKESH	96	12500	1200000	25000
	8	GANGA SAGAR DAKSNIVESHVER KALI VALLUR MATH, KOLKATTA	501	13000	6513000	135000
	9	PASHUPATHINATH Kathmandu (NEPAL)	3018	20000	60360000	1250000
	*At least one night stay with minimum 24 hrs is compulsory . Numbers of pilgrims & destinations can be changed.					
Mode of furnishing Bid Security	Destnation wise Bid security shall be submitted through Banker's Cheque or Demand Draft of a Scheduled Bank or Bank Guarantee or deposit through eGRAS (https://egras.raj.nic.in/).					
Period of Sale of Bidding Document (Start/End Date)	Start Date: 29.08.2019 at 5.00 PM End Date : 18.09.2019 at 3:00 PM					
Manner of Purchase of RFP and for Submission of bids	Online (at eProc website - http://eproc.rajasthan.gov.in)					
Pre-bid Conference	Date: 04.09.2019 At 3:00 PM on at Office of the commissioner Devasthan, Panchwati, Udaipur.					
Bid Due Date (last date & time for online submission)	Date: 18.09.2019 till 3:00 PM					
Physical submission of Banker's Cheque/ Demand Draft for Bidding Document Cost, Bid Security and Processing Fee	19.09.2019 till 01:00 PM on (one day after Bid Due Date) at the office of Commissioner, Devasthan Department, Udaipur					
Date/Time/Place of Technical Bid Opening	Date: 19.09.2019 At 3.00 PM on (one day after Bid Due Date) at the office of Commissioner, Devasthan Department, Udaipur					
Date/Time/Place of Financial Bid Opening	Will be intimated later to the technically qualified Bidders					
Bid Validity	180 days from the Bid Due Date					

Note:

- 1) Bidder (authorised signatory) shall submit its offer online in electronic formats for technical qualification as well as for financial proposals. However, Demand Draft for Bidding Document Cost, RISL Processing Fee and Bid Security should be submitted physically at the office of Commissioner, Devasthan Department, Panchwati, M.G. College Road, Udaipur - 313 001, Rajasthan, as prescribed in NIB and scanned copy of the same should also be uploaded along with the Technical Qualification Bid/cover.
- 2) In case, any of the Bidders fails to physically submit the Banker's Cheque/Demand Draft for Bidding Document Cost, Bid Security and RISL Processing Fee on above mentioned time and date at the office of Commissioner, Devasthan Department, Panchwati, M.G. College Road, Udaipur - 313 001, Rajasthan, its Bid Shall not be considered any further. The Banker's Cheque/ Demand Draft for Bidding Document Cost and Bid Security should be drawn in favour of **Commissioner, Devasthan Department, Udaipur** payable at **Udaipur** and the RISL Processing Fee in favour of **Managing Director, RISL** payable at **Jaipur**, from any Scheduled Bank.
- 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidder can procure the same from any CCA approved certifying agency, i.e. TCS, safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also Bidders must register on <http://eproc.rajasthan.gov.in> (Bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again.)
- 4) Devasthan Department will not be responsible for delay in online submission due to any reason. For this, Bidders are requested to upload the complete bid well in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 5) Bidders are also advised to refer "Bidders Manual Kit" available at e-procurement website for further details about the e-Tendering process.
- 6) Planning for the Bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by RISL on a regular basis. Bidders interested for Planning may contact e-Procurement Cell, RISL for booking the Planning slot.
Contact No. : 0141-4022688 (Help desk 10 am to 6 pm on all working days)
e-mail: eproc@rajasthan.gov.in
- 7) Devasthan Department reserves the right to cancel the bid process and reject any or all of the Bids.
- 8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the Devasthan Department and the Successful Bidder.
- 9) Devasthan Department disclaims any factual / other errors in the bidding document (the onus is purely on the individual Bidder to verify such information) and the information provided therein is intended only to help the Bidders to prepare a logical bid-proposal.
- 10) The provisions of RTPP Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document and the RTPP Act 2012 and Rules 2013 thereto, the later shall prevail.

DISCLAIMER

1. The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidders, whether verbally or in documentary form by or on behalf of Devasthan Department, Government of Rajasthan (GoR) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.
2. This RFP document is not an agreement and is not an offer or invitation to any party. The purpose of this RFP document is to provide the Bidders with information to assist the formulation of their Proposal submission. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons and it is not possible for Devasthan Department and its employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed Air Tour & Travel Services than others. Each recipient must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed bid, the legislative and regulatory regimes which apply thereto and by and all matters pertinent to the proposed bid and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Air Tour & Travel Services.
3. Devasthan Department and its employees and advisors make no representation or warranty and shall incur no liability under the Law of Contract, the Principles of Restitution or unjust enrichment or otherwise for any loss, expense or damage, accuracy, reliability or completeness of the RFP document, which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Air Tour & Travel Services, the information and any other information supplied by or on behalf of Devasthan Department or their employees, any bidder or otherwise arising in any way from the selection process for the Air Tour & Travel Services.
4. Devasthan Department may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information in this RFP document. The information that Devasthan Department is in a position to furnish is limited to this RFP along with any amendments/ clarifications thereon.
5. This RFP and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties. In the event that the recipient does not continue with the involvement in the Air Tour & Travel Services in accordance with RFP the information contained in the RFP shall not be divulged to any other party.
6. Mere submission of a responsive Bid does not ensure selection as Selected Bidder.

ABBREVIATIONS & DEFINITIONS

Act or RTPP Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules 2013 thereto
Authorized Signatory	The Bidder's representative / officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm
BG	Bank Guarantee
Bid / eBid	A formal offer made in pursuance of an invitation by Devasthan Department and includes any Bid, proposal or quotation in electronic format
Bid Security/ Earnest Money Deposit	A security provided to Devasthan Department by a Bidder for securing the fulfillment of its obligations in terms of the provisions of the bidding documents
Bidder / Agency / Firm	Any person / firm/ agency/ company/ Authorized Air Tour & Travel Agent as precisely defined in RFP participating in the procurement / bidding process
Bidding Document	Documents issued by Devasthan Department, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to Air Tour & Travel Services
Competent Authority	An authority who has been delegated power for taking decision in a matter relating to procurement who in this bid process shall be Commissioner, Devasthan Department, Udaipur
Contract / Procurement Contract	A contract entered into between Devasthan Department and the Successful Bidder for a particular Air tour package
Contract Period	The Contract Period shall commence from the date of signing of Agreement with the Selected Bidder and will remain valid for the entire period as stipulated in the agreement which may be extended as per mutual consent.
GoI / GoR	Government of India / Government of Rajasthan or the State Government
NIB	Notice Inviting Bid (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and

	includes Request for Proposal)
INR	Indian Rupee
ITB	Instruction to Bidders
LoA	Letter of Award
Performance Security (PS)	Performance Security is the security which is furnished by the Bidder in the form and manner as described in RFP.
State Public Procurement Portal	http://eproc.rajasthan.gov.in

1. OBJECTIVE OF DEVASTHAN DEPARTMENT

Devasthan Department of Rajasthan is responsible as per the scheme of “Varisht Nagrik Teerth Yatra Yojna” 2019-20 for the pilgrimage Tour of Senior citizen of Rajasthan State. Object of the scheme is to periodically arrange pilgrimage/religious places tour for the senior citizen of all community residing in the state of Rajasthan.

Devasthan department intends to provide pilgrimage Tour of Senior citizens more than age of 65 years or above of Rajasthan state by aeroplane. Under “Religious Tour Package” Varisht Nagrik Teerth Yatra Yojna 2019-20; Which shall cover Transportation, catering services, Road Transportation (by buses to temple/shrine (destination)) and Lodging Boarding Arrangements etc.

Tour itineraries proposed for pilgrimage under the scheme of Varisht Nagrik Teerth Yatra Yojna.

S. N.	Destinations	REMARKS
1	AMRITSAR- AANANDPUR- SAHIB	BY AIRPLANE UP TO AMRITSAR & ONWARDS BY RAIL/BUS
2	SHRAVANBELGOL A-BANGLURU	BY AIRPLANE UP TO BANGLURU & ONWARDS BY RAIL/BUS
3	GOA	BY AIRPLANE UP TO GOA & ONWARDS BY RAIL/BUS
4	SHIRDI-SHANISINGDAPUR-TRIMBKESHWER(NASIK) MUMBAI DARSHAN	BY AIRPLANE UP TO MUMBAI & ONWARDS BY RAIL/BUS
5	KAMAKHYA- GUWAHATI (Rajya Sangrhalaya, Kala shetra)	BY AIRPLANE UP TO GUWAHATI & ONWARDS BY RAIL/BUS
6	UJJAIN (MAHAKAL ESHWAR, KaalBherav Temple, Har sidhhi, Navgrah mandir, OMKARESHWAR	BY AIRPLANE UP TO INDORE & ONWARDS BY RAIL/BUS
7	DEHRADOON-HARIDWAR-RISHIKESH	BY AIRPLANE UP TO DEHRADOON & ONWARDS BY RAIL/BUS
8	GANGA SAGAR DAKSNIVESHVER KALI VALLUR MATH, KOLKATTA	BY AIRPLANE UP TO KOLKATTA & ONWARDS BY RAIL/BUS
9	PASHUPATHINATH Kathmandu (NEPAL)	BY AIRPLANE UP TO KATHMANDU & ONWARDS BY RAIL/BUS

The above tour will be operated by Aircraft and originate from Jaipur/Jodhpur/Udaipur to the nearest airport of the destination mutually agreed by devasthan department and Air Tour & Travel agency.

Special Remarks :- Air ticket for the nearest airport to and fro, Bus (2x2 AC coach) Fare to and fro, Hotel charges, tea, coffee, mineral water bottles(3 in a day) fresh refreshment, hygienic, lunch& dinner during journey;

Management of lodging & boarding for pilgrims a day before journey at departure point and other facilities.

All taxes should be included in rates

2. ELIGIBILITY CRITERIA

The prospective Bidders shall be required to submit documentary evidence for being considered for Technical Qualification, in the absence of which the bid shall be rejected summarily. The documents required are listed below:

S. No.	Conditions	Specific Requirements	Documents Required
1	Bidder: Legal Entity or a group of Legal entities (not more than three including the Lead Member) as Consortium	The Bidder (s) should be a company / Authorized Air Tour & Travel Agent / group of companies registered under the Companies Act, 1956/2013. OR A partnership firm registered under Indian Partnership Act, 1932. OR Proprietorship firms dully recognized by competent authority/body.	Copy of valid Registration Certificates/Copy of Certificates of incorporation
2	For Technical Qualification	The bidder must have successfully completed assignment involving Air Tour And Travel services having Minimum average Three Thousands Air Passengers Yearly during last three financial years (ending 31 March 2019) 2016-17,2017-18, 2018-19	Annexure 9- Along with copies of work order and Number of person Flown against the work order during last three years (Ending 31 March 2019)
3	For Financial Qualification	<ul style="list-style-type: none"> Annual Average Turnover of the Bidder, in the last three financial years, i.e.to 2015-16, 2016-17 & 2017-18 (as per the last published audited balance sheets), should be at least Rs. 05.00 (five) crore In case of a consortium, at least one member should have an Annual Average Turnover of at least Rs. 03.00 (three) crore in the last three financial years, i.e., 2015-16 to 2017-18 (as per the last published audited balance sheets) The net worth as on 31-03-2018 should be 1.00 caror form the Air Travels business. 	As per Annexure-10 Last three year audited balance sheet (i.e.to 2015-16, 2016-17 & 2017-18)

The prospective Bidders shall provide documentary evidence in support of fulfilling the conditions specified in Technical and Financial Criterion, in the absence of which the bid shall be summarily rejected. The Technical Bid shall be opened only of those Bidders who have physically submitted

1. Demand Draft for Bidding Document Cost,
2. Demand Draft for RISL Processing Fee
3. Demand Draft/BG Bid Security

Along with all other documents required at the office of Devasthan Department as prescribed in NIB and scanned copies of same have been uploaded on the specified website along with the Bid/cover.

3 Technical Bid Evaluation

The criteria fixed for evaluation of technical bids will be in accordance with the provisions mentioned in the bidding document. The criteria once fixed for evaluation of technical bids will not be changed or relaxed.

The bidders who are qualified in the technical evaluation will be informed in writing about the date time and place of opening of their financial bids.

4 Financial Bid Evaluation

- a) Financial bid would be opened only of those Bidders who were shortlisted at the technical bid evaluation stage.
- b) Financial bids for all the tour packages shall be opened in the same serial order as assigned i.e. Financial bid for air tour package I (Serial No.-1) shall be opened first followed by air tour package II (Serial No.-2) and so on.
- c) Financial Bid of the technically qualified Bidders will be opened at the notified date and time place on E-PROC Portal as per rule, in the presence of the bidders or their representatives who choose to be present.
- d) The process of opening, marking and signing on the financial bids will be as prescribed in RTPP rule 55.
- e) The names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded.
- f) Conditional bids are liable to be rejected;
- g) The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied.
- (i) The offers will be evaluated and marked L1,L2,L3 etc. L1 being the lowest offer and then others in ascending order.
- j) The bid evaluation committee will prepare a comparative statement in tabular form in accordance with RTPP rule 58 with its report on evaluation of financial bids and recommend the lowest offer.

5 General Eligibility

- a) This invitation of Bid is open to all interested bidders, who may either be a single entity or a group of entities (Consortium of not more than three members including the lead member) coming together to bid for the Air Tour & Travel Services.
- b) All firms/companies/consortia, which have purchased this RFP document, will be considered, subject to their meeting the specific criteria set forth in the RFP.

- c) Bids submitted by a consortium up to three members including lead member shall comply with the following requirements:
 - i. Consortium agreement duly signed by all the members of the consortium shall be submitted along with the Bid. The other members shall nominate one of the members of the consortium thereof as the lead member (subject to fulfilling the conditions stipulated in the RFP).
 - ii. The consortium agreement shall clearly state the roles & responsibilities, proposed to be shared, amongst the members of Consortium during the Air Tour & Travel Services.
 - iii. The lead member shall be authorized by all members of the consortium to act for and on behalf of the consortium including interacting with devasthan department, receive instructions and furnishing bid security etc.
 - iv. The lead member and other consortium members shall be jointly and severally liable for the assignment under the Air Tour & Travel Services in accordance with the terms of the agreement and a statement to this effect shall be included in the consortium agreement.
 - v. All the information as per the requirements of the RFP shall be provided to the lead member of the consortium.
 - vi. The bid shall be legal binding on all the members of the consortium.
 - vii. No member of the consortium shall be changed after submission of the Bids and during the subsistence of the Air Tour & Travel Services.
- d) The bids would be evaluated based on the details and data furnished. Devasthan Department's decision regarding a bidder's eligibility or otherwise shall be final and binding.
- e) The bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to devasthan department and, if required, devasthan department may request the bidders for the same till signing of the agreement.
- f) A bidder may be disqualified if it is determined by devasthan department, at any stage of the bidding process that the bidder fails to continue to satisfy the eligibility criteria. Supplementary information or documentation regarding the criteria may be sought from the bidders at any time and the same shall be provided within the time frame stipulated by devasthan department.

6 Power of Attorney for Authorized Signatory

All the bidders should submit the power of attorney in favour of a specified person to act as the official representative of the bidder/bidding consortium for the purpose of signing documents, making corrections/modifications and interacting with devasthan department and acting as the contact person.

In addition to the provisions regarding the qualifications of the bidders as set out above:

- a) Devasthan department shall disqualify a bidder as per the provisions of RFP;
- b) Devasthan department may require a bidder, who was qualified, to demonstrate its qualifications again in accordance with the same criteria used to qualify such bidder. devasthan department shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The devasthan department shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the Bidder has done so to the satisfaction of devasthan department.

7 Roles and Responsibilities of Air Tour And Travel Agency

- a) AIR TOUR & TRAVEL AGENCY will provide nearest airport facility to the destination as mentioned in this document ,but due to any contingency if facility of flight at nearest airport is not available than bidder will choose second nearest airport. AIR TOUR & TRAVEL AGENCY will try to provide railway facility to the destination in case of second nearest airport .if railway facility is not available than may choose option by bus. **If in case of changing the quoted destination (airport) on journey date. the penalty will be imposed @ 2.5%-5.0% of the same bill amount by Procurement entity.**
- b) AIR TOUR & TRAVEL AGENCY will prepare the tour itinerary covering the religious destinations provided by DEVASTHAN DEPARTMENT RAJASTHAN and submit the drafted itinerary to DEVASTHAN DEPARTMENT RAJASTHAN. Thereafter DEVASTHAN DEPARTMENT RAJASTHAN and AIR TOUR & TRAVEL AGENCY shall mutually finalize the tours to be operated.
- c) AIR TOUR & TRAVEL AGENCY will provide the date of departure of the tour based on availability of planes with concerned Airways Company and DEVASTHAN DEPARTMENT RAJASTHAN will finalize the dates with mutual consent. AIR TOUR & TRAVEL AGENCY will make all efforts for arrangement of Seats. AIR TOUR & TRAVEL AGENCY will inform proposed tour schedule with passenger number, date and month in one month after receiving work order to DEVASTHAN DEPARTMENT RAJASTHAN prior to date of departure.
- d) AIR TOUR & TRAVEL AGENCY may appoint service provider(s) to provide the required services in tour package, such as onboard and off-board food/meals, road transportation, budget accommodation, tour escorts and other value added services as per terms and condition mutually agreed upon between "AIR TOUR & TRAVEL AGENCY and Services Providers". DEVASTHAN DEPARTMENT RAJASTHAN shall have no responsibility or liability vis-à-vis the service providers by AIR TOUR AND TRAVEL AGENCY, if any.
The official of AIR TOUR & TRAVEL AGENCY will accompany with the entire tour. The officials of AIR TOUR & TRAVEL AGENCY along with DEVASTHAN DEPARTMENT RAJASTHAN official will be jointly responsible for boarding of

the passengers into the plane at various points.

- e) AIR TOUR & TRAVEL AGENCY will be responsible for providing the meals as per standard menu detailed in the inclusions: morning tea/coffee (with or without sugar), breakfast, lunch, evening tea and dinner will also be provided. Only vegetarian meals will be served in the tour.
- f) Procurement entity will hire 3 computer operators (Man with Machine) on contract basis as PMU at Head Quarter of DVR for which AIR TOUR & TRAVEL AGENCY will bear the cost on proportionate basis.
- g) Air Tour and Travel Agency will manage lodging and boarding for pilgrims a day before journey at departure point.
- h) AIR TOUR & TRAVEL AGENCY will provide **Air conditioned 2X2 buses** for passengers for visit to the places covered in the tours. Buses will be provided up to access point or parking places. However passengers may travel from bus parking up to the religious shrine by walk or by their own arrangement.
- i) AIR TOUR & TRAVEL AGENCY will not be responsible to arrange any transporting facility during tracking at the tourist places located on hills.
- j) AIR TOUR & TRAVEL AGENCY will provide the accommodation for night stay to the passengers in neat and clean Dharmashala/Dormitory /Hotels on multi sharing basis at the places where the night halt is mentioned in the itinerary finalized mutually between AIR TOUR & TRAVEL AGENCY and DEVASTHAN DEPARTMENT RAJASTHAN.
- k) At least one night stay with minimum 24hrs is compulsory on destinations. AIR TOUR & TRAVEL AGENCY will be responsible for providing one toilet and one bathroom among every 4 pilgrims for wash and changes in neat and clean Dharmashala/Hotels at the places where the halt, departure and arrival places visit is mentioned in the itinerary as finalized mutually between the parties. AIR TOUR & TRAVEL AGENCY will be responsible for providing neat & clean well washed bed, bedsheet, pillow with cover and Blanket/*chaddar* at halting place in night.
- l) A midterm review of achievement of allocated targets will be done in the last week of December,19 and if it found that the firm/agencies has failed to achieve targets and has no concrete plan to meet remaining targets, than proportionate target may be reallocated to L2 at risk and cost basis on L1 rates. The penalty clause will be applicable however.
- m) AIR TOUR & TRAVEL AGENCY will provide facility of lodging and boarding. In case of delay due to long tour route and establish a base only where arrangement of lodging and boarding is available.
- n) AIR TOUR & TRAVEL AGENCY will provide minimum two hours halt if pilgrims get delay due to waiting for *Darshan*. There should be sufficient time for pilgrims to *Darshan*.
- o) If there is delay according to prescribed schedule at airport than bidder will provide tea/coffee as per necessity to pilgrims.

- p) AIR TOUR & TRAVEL AGENCY will provide every pilgrim a feedback form prescribed by devasthan department and will return it to devasthan department after completion of journey.
- q) AIR TOUR & TRAVEL AGENCY will arrange the tour escorts, one on each for taking care of the passengers, to ensure the boarding and de-boarding in buses, counting, providing information about the places, services and anything required time to time.
- r) AIR TOUR & TRAVEL AGENCY will provide the basic medical facility.
- s) AIR TOUR & TRAVEL AGENCY will also provide the Accidental Insurance of the passengers' during the tour. However AIR TOUR & TRAVEL AGENCY will not be responsible in case of natural death.
- t) At the end of financial year, if the given targets are not achieved, than there penalty of minimum 2.5%-10.00% of approved tender rate will be imposed on the balance number of pilgrims.
- u) The bidder will provide a short video of at least 5-10 minute and 10-15 photographs, for each and every movement of journey. All the related expenses for above shall be borne by the bidder only.

8 Roles and Responsibilities of Devasthan Department

- a) DEVASTHAN DEPARTMENT RAJASTHAN will provide the list of religious destinations to AIR TOUR & TRAVEL AGENCY well in time for planning of tour itinerary.
- b) DEVASTHAN DEPARTMENT RAJASTHAN shall be the funding authority and shall provide complete fund as per prices quoted and mutually agreed between the parties, for religious "Tour Package." After successful completion of Tour, selected bidder shall submit category wise (Gen., SCSP, TSP) invoice in duplicate along with completed attendance cum feedback form **Annexure 16** for payment and devasthan department shall make payment promptly.
- c) As soon as the Air journey is completed, 30% amount may be disbursed on submission of bills (30% of submitted bills amount). Rest payment will be done with due formalities/rules.
- d) DEVASTHAN DEPARTMENT RAJASTHAN shall also provide complete list of the passengers on the given format well in time in advance from the scheduled date of each Tour Package so that necessary timely action is taken by AIR TOUR AND TRAVEL AGENCY. On receipt of plane movement order from Airways, AIR TOUR & TRAVEL AGENCY will issue instructions such as Departure Date with reporting time at airports, Departure place, passenger List etc. to DEVASTHAN DEPARTMENT RAJASTHAN so that it may be informed to all the passengers accordingly for their journey.
- e) Nominated representative of Devasthan Department shall act as the nodal officer for implementation of the contract and for issuing necessary instructions, approvals, payments etc. to the Selected Air Tour and Travel

Agencies.

9 INSTRUCTION TO BIDDERS (ITB)

i. Sale of Bid Documents

- a) The sale of bid documents shall be commenced from the date of publication of NIB and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the e-Procurement portal. The prospective Bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the bid to the devasthan department.
- b) The bidding documents shall be made available to prospective bidders who pays the price for it through bank's demand draft or a banker's cheque.

ii. Period of Validity of Bids

a) Bids submitted by the bidders shall remain valid during the period specified in the NIB document. Bids with validity for a period shorter than the specified validity period shall be considered as non-responsive and shall be rejected.

b) Prior to the expiry of the period of validity of bids, devasthan department, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of bid and in such circumstances bid security shall not be forfeited.

c) Bidders who agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A Bidder whose Bid Security is not extended, or who has not submitted a new Bid Security, shall be considered to have refused the request to extend the period of validity of its Bid.

iii. Format and Signing of Bids

a) Bidders must submit their bids online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.

b) The Bidders who wish to participate in this online bid process will have to register on www.eproc.rajasthan.gov.in and will have to procure Digital Certificate as per Information Technology Act, 2000 using which they can sign their electronic Bids.

c) Bidders are advised to refer to the order 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 (copy at **Annexure - 13**).

d) All the documents uploaded should be digitally signed with the DSC of authorized signatory and uploaded only in PDF format with clear readability

and prescribed filename as mentioned in the table below.

e) Two **Stage** system shall be followed for the Bid:

i. Cover 1: Technical bid

The Technical bid shall consist of the following documents:

No.	S.	Documents Type	Document Format
Fee Details			
	1.	Bidding Document Cost, RISL Processing Fee (e-Procurement) and Bid Security	Instrument / Proof of submission
Eligibility Documents			
	2.	Letter of Undertaking for Technical Bid	Format as per Annexure-3
		General Information	Format as per Annexure-4
		Consortium Agreement	Format as per Annexure-5
		Appointing the Lead Member	Format as per Annexure-6
		Power of Attorney for the Bid Signatory	Format as per Annexure-7
		Letter of Undertaking	Format as per Annexure-8
		Format For Technical Qualification	Format as per Annexure-9
		Financial Summary	Format as per Annexure-10
		Format for Performance Security	Format as per Annexure - 11

ii. Cover 2 - Financial Bid

Financial bid shall include the following documents:

No.	S.	Documents Type	Document Format
	1.	Financial Bid	Rates will be quoted in BOQS displayed on E-PROC sites according to Annexure- 12

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

iv. Cost & Language of Bidding

a) The Bidder shall bear all costs associated with the preparation and submission of its Bid and Devasthan Department shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

b) The Bid, as well as all correspondence and documents relating to the

Bid exchanged by the Bidder and the Devasthan Department, shall be written only in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

v. Alternative/ Multiple Bids

Alternative/ multiple bids by the same bidder shall not be considered at all.

vi. Bid Security (EMD)

Every Bidder, if not exempted, participating in the procurement process will be required to furnish the Bid Security as specified in the NIB.

a) In lieu of Bid Security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.

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

c) The Bid Security may be furnished in the form of a banker's cheque or demand draft or bank guarantee, in specified format (as at **Annexure-2**), of a scheduled bank. The Bid Security must remain valid for 30 (thirty) days beyond the original or extended validity period of the bid.

d) The issuer of the Bid Security and the confirmer, if any, as well as the form and terms of the Bid Security, must be acceptable to the Devasthan Department.

e) The bank guarantee, if any, presented as Bid Security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the Devasthan Department from rejecting the Bid Security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.

f) The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement.

g) The Bid Security of a Bidder shall be forfeited, in the following cases, namely:

- When the Bidder withdraws or modifies its bid after opening of bids;
- When the Bidder does not execute the agreement, if any, after placement of work order within the specified period;
- When the Bidder fails to commence the service or execute work as per work order within the time specified;
- If the Bidder breaches any provision of code of integrity, prescribed for

Bidders, specified in the bidding document.

- If the Bidder fails to submit requisite Performance Security or sign the "Agreement" within the time period as specified
- Notice will be given to the Bidder with reasonable time before Bid Security deposited is forfeited.
- The Devasthan Department shall promptly return the Bid Security after the earliest of the following events, namely:
 - the expiry of validity of Bid Security;
 - the cancellation of the procurement process; or
 - the withdrawal of bid prior to the deadline for presenting bids

vii. Pre-Bid Conference

- a) A Pre-bid conference will be held on the date as indicated in the document, at the office of Commissioner, Devasthan Department, Udaipur and the Bidder/Bidder's designated representative(s) are invited to attend the same.
- b) Bidders are advised to contact Devasthan Department to indicate whether or not they will attend and, if so, the number of attendee(s) and their names, designation etc, at least two (2) working days prior to the date of the pre-bid conference. It is advised to mail the queries/suggestion online, well before the pre-bid meeting.
- c) The purpose of the pre-bid conference will be to clarify queries of the Bidders related to the Air Tour & Travel Services and RFP document, if any.
- d) The Bidders should submit the queries in writing or by fax or e-mail and the same should reach Devasthan Department at least two (2) working days before the pre-bid conference along with a soft copy by e-mail.
- e) Minutes of the pre-bid conference shall be notified on website of the www.eproc.rajasthan.gov.in and will be sent to all Bidders. The addendum to this RFP as may be considered necessary shall be issued which shall become part of the bidding document.

viii. Deadline for the submission of Bids

- a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
- b) The website shall not accept uploading of bids after the prescribed period reckoned from the clock of the website. It shall be the Bidders' responsibility to ensure that the bids are submitted on or before the bid due date.
- c) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding documents are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective Bidders

for preparation of Bids appears insufficient, the date may be extended by Devasthan Department. In such case, the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal. Devasthan Department will ensure that after issue of corrigendum, reasonable time is available to the Bidders for preparation and submission of their Bids. Devasthan Department shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the authority receiving and opening the Bids, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day at the initially intimated time.

ix. Revelation of Prices

Prices in any form or for any reason shall not be revealed by the bidder in technical bid or before opening the financial bid, failing which the bid shall be liable to be rejected.

x. Withdrawal, substitution, and Modification of Bids

a) A Bidder may withdraw/modify or re-submit its Bid (technical and/or financial cover) on e-Procurement portal as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit".

b) Bids withdrawn shall not be opened and processed further.

c) No bid shall be withdrawn, substituted, or modified after the time and date fixed for receipt of bids.

xi. Confidentiality

a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, Devasthan Department shall not disclose any information if such disclosure, in its opinion, is likely to: -

- impede enforcement of any law;
- affect the security or strategic interests of India;
- affect the intellectual property rights or legitimate commercial interests of Bidders;
- Affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a Air Tour & Travel Services in which Devasthan Department is to make a competitive bid, or the intellectual property rights of the procuring entity.

b) Devasthan Department shall treat all communications with Bidders related to the procurement process in such manner as to avoid their disclosure to competing Bidders or to any other person not authorised to have access to such information.

c) Devasthan Department may impose on Bidders and sub-bidders, if there are any, for fulfilling the terms of the procurement contract, conditions

aimed at protecting information, the disclosure of which violates (a) above.

d) In addition to the restrictions specified above, Devasthan Department, while procuring a subject matter of such nature which requires Devasthan Department to maintain confidentiality, may impose condition for protecting confidentiality of such information.

xii. Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent Devasthan Department from initiating a new procurement process, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it
 - i. At any time prior to the acceptance of the successful Bid; or
 - ii. After the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals to the respective Bidder.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all Bidders that participated in the procurement process.
- e) If the Bidder who's Bid has been accepted as successful, fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a Bidder is convicted of any offence under the Act, the procuring entity may:
 - cancel the relevant procurement process if the Bid of the convicted Bidder has been declared as successful but no procurement contract has been entered into;
 - Rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted Bidder.

xiii. Code of Integrity for Bidders

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity includes provisions for:
 - Prohibiting
 - Any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair

advantage in the procurement process or to otherwise influence the procurement process;

- any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- improper use of information shared between the procuring entity and the Bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- any financial or business transactions between the Bidder and any officer or employee of the procuring entity;
- any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- any obstruction of any investigation or audit of a procurement process;
 - disclosure of conflict of interest;
 - disclosure by the Bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.

c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a Bidder or prospective Bidder, as the case may be, the procuring entity may take appropriate measures including:

- exclusion of the Bidder from the procurement process;
- calling-off of pre-contract negotiations and forfeiture of Bid Security;
- forfeiture of any other security or bond relating to the procurement;
- recovery of payments made by the procuring entity along with interest thereon at bank rate;
- cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- Debarment of the Bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

xiv. Interference with Procurement Process

A Bidder, who:

- withdraws from the procurement process or modifies its bid after opening of financial bids;
- withdraws from the procurement process after being declared the successful Bidder;
- fails to enter into procurement contract after being declared the successful Bidder;
- fails to furnish performance security or any other document in terms

of the bidding documents after being declared the successful Bidder, without valid grounds;

- Shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to Rs. 50.00 Lakhs (Rupees fifty lakhs only) or ten percent of the assessed value of procurement, whichever is less.

xv. Conflict of Interest

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-bidder, not otherwise participating as a Bidder, in more than one bid; or
- f) A Bidder or any of its affiliates participated as a Bidder in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process.

xvi. Grievance handling during procurement process

Any grievance of a Bidder pertaining to the procurement 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. The first Appellate Authority shall be secretary devasthan department, Rajasthan, jaipur while the second Appellate Authority shall be decided by finance department.

xvii. Debarment from Bidding

A Bidder shall be debarred by the State Government if he has been convicted of an offence:

- a) under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b) A Bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.

c) If a procuring entity finds that a Bidder has breached the code of integrity prescribed in terms of "Code of Integrity for Bidders" above, it may debar the Bidder for a period not exceeding three years.

d) Where the entire Bid Security or the entire Performance Security or any substitute thereof, as the case may be, of a Bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the Bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.

e) The State Government or a procuring entity, as the case may be, shall not debar a Bidder under this section unless such Bidder has been given a reasonable opportunity of being heard.

10 SELECTION AND BID EVALUATION PROCEDURE

i. Opening of Bids

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the Bidders or their authorised representatives who choose to be present.
- b) The Bidder's representative attending the Bid opening meeting shall be required to present a letter of authority from the Bidder.
- c) All the documents submitted for Technical Qualification under the relevant cover shall be opened & downloaded from the e-Procurement website only for those Bidders who have submitted the documentary evidence of remittances towards the cost of the bid documents, the fee amount of RISL and the Bid Security amount as stipulated in the RFP.
- d) The committee shall conduct a preliminary scrutiny of the Technical Bids to assess the responsiveness and ensure that the: -
 - bid is valid for the period specified in the bidding document;
 - bid is unconditional and the Bidder has agreed to give the required Performance Security; and
 - Other conditions, as specified in the bidding document are fulfilled.
- e) The names of bidders who have withdrawn their bids as per terms & conditions of RFP shall be announced and recorded and such withdrawn bids shall not be opened.
- f) Name of bidders who have substituted or modified their bids shall be announced and recorded.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the Technically Qualified Bidders.

ii. Selection Method

The selection method is Two stage bidding system technical bid and financial bid

iii. Clarification of bids

To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the Bidder within the time frame stipulated by the bid evaluation committee shall be through the e-Procurement portal.

- a) Any clarification volunteered by a Bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- b) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- c) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

iv. Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

- The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of Eligibility Criteria.
- A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where:
 - "deviation" is a departure from the requirements specified in the bidding document;
 - "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- A material deviation, reservation, or omission is one that,
 - if accepted, shall:-
 - ◆ affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 - ◆ limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the Bidder's obligations under the proposed contract; or
 - if rectified, shall unfairly affect the competitive position of other Bidders presenting responsive Bids.
- The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.

- The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without affecting the substance of the Bid.

b) Non material Non conformities in Bids

- The bid evaluation committee may waive any non-conformity in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive in such a case.
- The bid evaluation committee may request the Bidder to submit the necessary information or document like audited statement of accounts / CA Certificate, Registration Certificate /Certificate of Incorporation, Copy of Work Order, Client Certificates etc. within a reasonable period of time. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the Bidder.

c) Technical Evaluation Criteria

- Bids shall be evaluated based on the documents submitted as a part of technical bid. The technical bid shall contain all the documents as provided in RFP.

d) Tabulation of Technical Bids:-

- Technical Bids shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the Bidders against the criteria for qualification set out in the bidding document
- Any conditional technical bid shall be summarily rejected.

v. Opening, Evaluation & Tabulation of Financial Bids

The procuring entity shall take following actions with respect to Financial Bids:-

- a) The Financial bids of the bidders, who qualify as stated above, shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present.
- b) Financial bids for all the tour packages shall be opened in the same serial order as assigned i.e. financial bid for Air tour package I (Serial No.-1) shall be opened first followed by Air tour package II (Serial No.-2) and so on.
- c) The names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded.
- d) Conditional bids are liable to be rejected.

- e) The evaluation shall include all costs and all taxes and duties applicable to the Bidder as per law of the central/ state government/ local authorities, and the evaluation criteria specified in the bidding documents shall only be applied. Prices quoted by the bidder must be all inclusive, complete and final, and shall not be subject to any escalation whatsoever during the subsistence of the contract. Prices should be all inclusive all state and central taxes, viz. excise/custom duties, GST as may be applicable.

vi. Correction of Arithmetic Errors in Financial Bids

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

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

vii. Negotiation

- a) The Selected Bidder may, if necessary, be invited for negotiations.
- b) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- c) Selected Bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the selected bidder has received the intimation and consented to regarding holding of negotiations.
- d) Negotiations shall not make the original offer made by the Bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- e) In case of non-satisfactory achievement of rates from Selected Bidder, the bid evaluation committee may choose to make a written counter offer to the Selected Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second most advantageous Bidder, then to the third most advantageous Bidder and so on in the order of their initial standing and the bid be accepted of the Bidder who accepts the counter-offer.

- f) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

viii. Exclusion of Bids/Disqualification

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

ix. Lack of competition

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid process shall be considered valid even if there is one responsive Bid, provided that: -
- the Bidder is qualified as per the provisions of eligibility criteria in the bidding document
 - the price quoted by the Bidder is assessed to be reasonable;
 - the Bid is unconditional and complete in all respects;
 - there are no obvious indicators of cartelization amongst Bidders; and

x. Acceptance of the successful Bid and Award of Contract

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the

successful Bid.

- b) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- c) The procuring entity shall award the contract to the Bidder whose bid has been determined to be the most advantageous in accordance with the evaluation criteria set out in the bidding document and if the Bidder has been determined to be qualified to perform the contract satisfactorily on the basis of Eligibility Criteria fixed for the Bidders in the bidding document.
- d) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful Bidder, in writing, that its Bid has been accepted.
- e) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned Bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of Performance Security within a period specified in this RFP.
- f) The Bid Security of the Bidders who's Bids could not be accepted shall be refunded soon after the contract with the Successful Bidder is signed and its Performance Security is obtained.

xi. Information and publication of Award of Contract

Information of award of contract shall be communicated to all participating Bidders and published on the respective website(s) as specified in NIB.

xii. Procuring entity's right to accept or reject any or all Bids

The Procuring entity reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the Bidders.

xiii. Performance Security

- a) Performance Security (PS) shall be solicited from the Selected Bidder on issuance of Letter of Award. Performance Security shall not however be taken from the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a Performance Security declaration shall be taken from them. The State Government may relax the provision of Performance Security in particular procurement or any class of procurement.
- b) The amount of Performance Security shall be 5% of the amount of work order for the Air tour package and shall be furnished within 7 (seven) days from the date of issue of Letter of Award.
- c) Performance Security shall be furnished in any one of the following forms: -
 - Bank Draft or Banker's Cheque of a scheduled bank;
 - Bank Guarantee/s of a scheduled bank as per format at **Annexure-11**.
- d) Performance Security furnished in the form specified above shall remain valid

for a period of 60 days beyond the stipulated date of completion of all contractual obligations of the Bidder.

- e) Forfeiture of Performance Security: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
 - When any terms and condition of the contract is breached.
 - if the Bidder breaches any provision of code of integrity, prescribed for Bidders, specified in the bidding document.
- f) Notice will be given to the Bidder with reasonable time before Performance Security is forfeited.
- g) No interest shall be payable on the Performance Security.

xiv. Execution of Agreement

- a) A procurement contract shall come into force from the date on which the Letter of Award is dispatched to the Bidder.
- b) The Successful Bidder shall sign the procurement contract within 15 days from the date on which the Letter of Award is dispatched to the successful Bidder.
- c) If the Bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security within specified period, the procuring entity shall take action against the Successful Bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the contract with the Bidder and debar the Bidder from participating in any future bid.
- d) The Bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost to be purchased from anywhere in Rajasthan only.

xv. Agreement

AGREEMENT

This CONTRACT AGREEMENT (hereinafter called the “**Contract**”) is made on this day of the month of _____ 2019, between, on the one hand, **Devasthan Department**, (which expression shall unless repugnant to or inconsistent with the context so admits include its successors and assigns) and, on the other hand, **M/s _____** having its registered office at _____, (hereinafter called the bidder, which expression shall unless repugnant to or inconsistent with the context so admits include its successors and assigns).

WHEREAS

- (a) the Devasthan Department has requested the Bidder to provide certain Air Tour & Travel Services as defined in this Contract (hereinafter called the “**Services**”);
- (b) the Bidder, having represented to the Devasthan Department that he has the required professional skills, and Personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree to enter into a Contract as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Terms and Conditions of Tender & Contract;
 - (b) The Special Terms and Conditions of Tender & Contract;
 - (c) Objective of Devasthan Department
 - (d) The following Annexures:
 - Annexure:1** Tour packages details
 - Annexure: 2** Bid Security (Bank Guarantee)
 - Annexure:3** Letter of Undertaking for Technical Bid
 - Annexure :4** General Information of Bidders
 - Annexure:5** Consortium Agreement
 - Annexure:6** Appointing the Lead Member
 - Annexure:7** Power of Attorney for the Bid Signatory
 - Annexure:8** Letter of Undertaking
 - Annexure:9** Format For Technical Evaluation.
 - Annexure:10** Format For Financial Summary
 - Annexure:11** Format For Performance Security
 - Annexure:12** Declaration for Financial Bid and Letter.
 - Annexure:13** Copy of order issued by finance Department, Government of Rajasthan.
 - Annexure:14** Letter of Award (LoA)
 - Annexure:15** Copy of circular issued by finance Department, Government of Rajasthan
 - Annexure:16** Format of attendace and Feedback

(c) Other documents :

- a. Minutes of Pre-bid Meeting
- b. Financial Proposal/Negotiations
- c. Letter of Award
- d. Copy of Performance Security Bank Guarantee
- e. RFP Documents including addendum, if any

2. The mutual rights and obligations of the Devasthan Department and the Bidder shall be as set forth in the Contract, in particular:

- (a) in consideration of the payments to be made by Devasthan Department to the Bidders, the Bidder hereby covenants with the Devastahn Department to execute and complete the Air Tour & Travels Services assignment as per scope of work defined in RFP in conformity with the provisions of the contract.
- (b) the Devasthan Department hereby covenants to pay the Bidders in consideration of accomplishing the Air Tour & Travels Services assignment as per the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner as prescribed in the Contract.

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

For and on behalf of Devasthan Department

For and on behalf of bidder

Commissioner, Devasthan Department

Authorized Representative of bidder

Witness:

1. Signature.....

Name

Address

Witness:

1. Signature.....

Name

Address

2. Signature.....

Name

Address

2. Signature.....

Name

Address

NB: The Agreement shall be made on non-judicial stamp paper. cost of non-judicial stamp paper shall be borne by the Bidder

11. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

Bidders should read these conditions carefully and comply strictly while submitting their bids.

Definitions

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

- a) "Completion" means the fulfilment of the related services by the successful Selected Bidder in accordance with the terms and conditions set forth in the contract.
- b) "Contract" means the Agreement entered into between the Procuring Entity and the successful Selected Bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents Incorporated by reference therein.
- c) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- d) "Contract Price" means the price payable to the Selected Bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the contract.
- e) "Day" means a calendar day.
- f) "Devasthan Department" or "Procuring Entity" means the entity, as specified in the bidding document.
- g) "Related Services" means the services which are not explicitly stated but may be required for developing the applications and to carry out the obligation under the contract.
- h) "Services" means the services to be provided by the Successful Bidder as provided in the Scope of Work/bid.
- i) "Subbidder" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom execution of any part of the related services is subcontracted by the successful Selected Bidder.
- j) "Successful Bidder" or "Selected Bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the contract has been accepted by the Procuring Entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Selected Bidder.

Note: *The Bidder shall be deemed to have carefully examined the conditions, specifications etc., of the services to be rendered. If the Bidder has any doubts as to the meaning of any portion of these conditions or of the specification, etc., it shall, before submitting the Bid, seek clarification during the pre-bid meeting.*

Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

Interpretation

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The contract constitutes the entire agreement between the Procuring Entity and the Selected Bidder and shall supersede all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of contract.
- c) Amendment: No amendment or other variation of the contract shall be valid unless it is in writing, is dated, expressly refers to the contract, and is signed by a duly authorized representative of each party thereto.
- d) Severability: If any provision or condition of the contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of other provisions and conditions of the contract.

Language

The contract as well as all correspondence and documents relating to the contract exchanged by the Selected Bidder and the Procuring Entity, shall be written in English or Hindi language only.

Joint Venture, Consortium or Association

Joint Venture/Consortium or Association shall be permitted up to a maximum of three members including the Lead Member.

Eligible Related Services

For purposes of this Clause, the term "related services" includes services which are not explicitly stated but may be required for developing the applications.

Notices

- a) Any notice given by one party to the other pursuant to the contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch and receipt.
- b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

Governing Law

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

Scope of Contract

- a) Subject to the provisions in the bidding document and contract, the services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the contract, the scope of contract shall include Eligible Related Services and all such items not specifically mentioned in the contract but that can be reasonably inferred from the contract as being required for attaining delivery and completion of services as if such items were expressly mentioned in the contract.

Selected Bidder's Responsibilities

The Selected Bidder shall provide all Services/Related Services included in the scope of contract in accordance with the provisions of bidding document and/or contract.

Procuring Entity's Responsibilities

- a) Whenever the supply of services requires that the Selected Bidder obtains permits, approvals, and import and other licenses from local public authorities, the Procuring Entity shall, if so required by the Selected Bidder, make its best effort to assist the Selected Bidder in complying with such requirements in a timely and expeditious manner.
- b) The Procuring Entity shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

Contract Price

- a) The contract price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the contract.
- b) Prices charged by the Selected Bidder for the Services performed under the contract shall not vary from the prices quoted by the Selected Bidder in its bid.

Recoveries from Selected Bidder

- a) Recoveries of Liquidated Damages, penalties for non-adherence to the scope shall ordinarily be made from bills or Performance Security (as the case may be)
- b) In case, recovery is not possible recourse will be taken under Rajasthan Public Demands Recovery Act or any other law in force.

Taxes & Duties

- a) The TDS shall be deducted at source by Devasthan Department as per prevailing rates. The rates will be quoted including all taxes but successful bidder has to show amount of service tax/ cess separately in the bills and amount of service tax has to be deposited in the concerned centre Govt.

department by bidder and copies of challans should be submitted to Devasthan Department.

- b) If any tax exemptions, reductions, allowances or privileges may be available to the Selected Bidder, the Procuring Entity shall use its best efforts to enable the Selected Bidder to benefit from any such tax savings to the maximum allowable extent. However, it is clarified that for the purpose of concessional Sales Tax, no "C-Form/ D-Form", or any other form by whatever name it may be called, shall be released by Procuring Entity to the Selected Bidder under any circumstances for any of activities mentioned in this bid document.

Confidential Information

- a) The Procuring Entity and the Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the contract, whether such information has been furnished prior to, during or following completion or termination of the contract.

The Procuring Entity shall not use such documents, data, and other information received from the Selected Bidder for any purposes unrelated to the contract.

- b) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the contract in respect of the supply or any part thereof.
- c) The provisions of this clause shall survive completion or termination, for whatever reason, of the contract.

Sub Contracting

The Selected Bidder shall not assign or sub-let its contract to any other agency in entirety. However, the Selected Bidder may assign or sub-let specific task or any substantial part thereof under the contract to an agency of repute but only with prior permission of procuring entity.

Extension in Delivery Period and Liquidated Damages (LD)

- a) Except as provided under clause "Force Majeure", if the Bidder fails to deliver the services within the period specified in the contract, the Procuring Entity may without prejudice to all its other remedies under the contract, deduct from the contract Price, as Liquidated Damages, a sum equivalent to the percentage specified in the conditions of the contract Price for each week or part thereof of delay until actual delivery, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to clause "Termination".
- b) The time specified for delivery of Services in the bidding document shall be deemed to be the essence of the contract and the Successful Bidder shall arrange resources for delivery within the specified period.
- c) The Selected Bidder shall request in writing to Devasthan Department giving

reasons for extending the delivery period if he finds himself unable to arrange for quality resource within the stipulated delivery period. This request shall be submitted as soon as a hindrance occurs or within 10 days from such occurrence but before expiry of stipulated period of completion of deployment schedule after which such request shall not be entertained

- d) The Devasthan Department shall examine the justification of causes of hindrance in the delivery and the period of delay occurred due to that and would grant such extension as in its opinion is appropriate with or without Liquidated Damages.
- e) In case of extension in delivery of service period is granted with Liquidated Damages, the recovery shall be made on the basis of following percentages of value of services, which the Bidder has failed to provide:

I. Delay up to one fourth period of the prescribed time of deployment as per RFP	2.50%
II. Delay exceeding one fourth but not exceeding half of the prescribed time of deployment as per RFP	5.00%
III. Delay exceeding half but not exceeding three fourth of the prescribed time of deployment as per RFP	7.50%
IV. Delay exceeding three fourth of the prescribed time of deployment as per RFP	10.0%

- f) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- g) The maximum amount of Liquidated Damages shall be 10% of the contract value.
- h) If the Selected Bidder requires an extension of time in completion of contractual obligations on account of occurrence of any hindrance, it shall apply in writing to Devasthan Department for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of contract.
- i) Deployment period may be extended with or without Liquidated Damages if the delay is on account of hindrances beyond the control of the Selected Bidder.

Selected Bidder must make its own arrangements to obtain import licence, if necessary. If a Bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the Letter of Award of bid issued by Devasthan Department.

Patent Indemnity

- a) The Selected Bidder shall indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and

expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the contract.

Penalty clause

Bidders has to provide all facilities regarding refreshment, clean water, higenic food and loading facility, transport facility to all the passengers in every flight. On the basis of attendance cum feedback form received from all the passengers penalty will be imposed according to below mentioned percentage complaint out of total fields of complaint. (Total no. of fields of complaint means total no. of passengers multiplied by three kind of complaints) amount of penalty will be deducted from the concerned bill. However no deduction will be made upto 10% of complaint as maintained in **Annexure No. 16** fields Out of total no. of complaint in a particular flight.

s.no.	percentage of complaint	Penalty
1.	Up to 25% complaint fields out of total no. complaint fields.	2.5% of the bill amount
2.	more than 25% of complaint fields and up to 50% out of total no. of complaint fields	5% of the bill amount
3.	more than 50% of complaint fields and up to 75% out of total no. of complaint fields	7.5% of the bill amount
4.	more than 75% of complaint fields out of total no. of complaint fields	10% of the bill amount

Limitation of Liability

Except in cases of gross negligence or willful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Selected Bidder to pay Liquidated Damages to the Procuring Entity; and
- b) the aggregate liability of the Selected Bidder to the Procuring Entity, whether under the contract, in tort, or otherwise, shall not exceed the amount specified in the contract.

Force Majeure

- a) The Selected Bidder shall not be liable for forfeiture of its Performance Security, LD or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is

the result of an event of Force Majeure.

- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Selected Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Selected Bidder. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the Selected Bidder shall promptly notify the Devasthan Department in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by Devasthan Department, the Selected Bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.

Suspension

The Devasthan Department may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Bidder to remedy such failure within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

Termination

a) Termination for Default

- i. The procuring entity may, without prejudice to any other remedy for breach of contract, by issuing a written notice of default of at least 30 days sent to the Selected Bidder, terminate the contract in whole or in part: -
 - a. If the Selected Bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by Devasthan Department; or
 - b. If the Selected Bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - c. If the Selected Bidder commits breach of any condition of the contract.
- ii. If Devasthan Department terminates the contract in whole or in part, amount of Performance Security may be forfeited.

b) Termination for Insolvency

Devasthan Department may at any time terminate the contract by giving a written notice of at least 30 days to the Selected Bidder, if the Selected Bidder

becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Devasthan Department.

c) Termination for Convenience

- i. Devasthan Department, by a written notice of at least 30 days sent to the Selected Bidder may terminate the contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Selected Bidder under the contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the Selected Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination. Such compensation would be linked to the inputs provided by the Bidder till the date of termination.
- iii. The services that are complete and ready for delivery within twenty-eight (28) days after the Selected Bidder's receipt of the Notice of termination shall be accepted by the Procuring Entity at the contract terms and prices. For the remaining services, the Procuring Entity may elect:
 - a. To have any portion completed and delivered at the contract terms and prices; and/or
 - b. To cancel the remainder and pay to the Selected Bidder an agreed amount for partially completed Services.

Risk and cost -

1. All terms and conditions will be applicable of GF & AR part -I rule 19 specially risk and cost close will be applicable, if bidder fails to perform the task, the work will be allotted to next lowest bidder and so on. Extra cost/ loss will be recovered from approved bidder.
2. All disputes will be resolved according to GF & AR and RTPP Act 2012 and rule 2013.

12. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

Payment Terms and Schedule

- a) After successful completion of tour, payments shall be made promptly on the basis of invoices verified by designated devasthan department officer. **Payment will be released only for those pilgrims who attend the journey; there will be no payment for the pilgrims not attending the journey.**
- b) Selected bidder shall submit category wise (Gen., SCSP, TSP) bills in duplicate along with original Copy of attendance cum feedback form **Annexure 16** dully verified.

- c) If bidder fails to provide service/facilities mentioned in this document, the penalty will be imposed as per clause No. 11.18 & penalty will deducted from the particular invoice.
- d) The Selected Bidder's request for payment shall be made to the procuring entity in writing, accompanied by invoices describing, as appropriate, the services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the contract.
- e) The currency or currencies in which payments shall be made to the Selected Bidder under this contract shall be Indian Rupees (INR) only.
- f) All remittance charges will be borne by the Selected Bidder.
- g) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- h) Any penalties/Liquidated Damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the applicable payments.
- i) Taxes, as applicable, will be deducted/ paid, as per the prevalent rules and regulations.
- j) The selected bidder shall show GST amount separately on the invoices as per rules and after depositing his GST liabilities to government, provide the copies of challans to devasthan department.
- k)

Other Important Terms & Conditions

Once selected by the procuring entity, the Selected Bidder shall deploy necessary team and initiate survey activities within 15 days from the date of signing the Agreement.

Price Validity

The quoted price will remain valid and unchanged during the subsistence of the Contract from the Date of Signing of Agreement.

Ownership and Retention of Documents

Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Devasthan Department, the Selected Bidder shall deliver to the Devasthan Department all documents provided by or originating from Devasthan Department and all documents produced by or from or for the Selected Bidder in the course of performing the Services, unless otherwise directed in writing by the Devasthan Department at no additional cost. The Selected Bidder shall not, without the prior written consent of Devasthan Department store, copy, distribute or retain any such Documents.

Representations and Warranties

In order to induce Devasthan Department to enter into this Contract, the Selected Bidder hereby represents and warrants as of the date hereof, the following representations and warranties shall survive the term and termination hereof:

- (a) That the Selected Bidder along with its Consortium partners have the power

and the authority that would be required to enter into this Contract and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this contract and to provide services sought by Devasthan Department under this contract

- (b) That the Selected Bidder and its Consortium partners are not involved in any major litigation or legal proceedings, pending, existing, and potential or threatened, that may have an impact of affecting or compromising the performance or delivery of Services under this Contract.
- (c) That the representations and warranties made by the Selected Bidder in its Bid, RFP and Contract are and shall continue to remain true and correct throughout the term of this Contract and Selected Bidder shall fulfill all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the RFP and unless Devasthan Department specifies to the contrary, the Selected Bidder shall be bound by all the terms of the Bid.
- (d) That the Selected Bidder and its team has the professional skills, personnel, infrastructure and resources/authorizations that are necessary for providing all such services as are necessary to fulfill the scope of work stipulated in the RFP and this Contract.
- (e) That the execution of the scope of work and the Services herein is and shall be in accordance and in compliance with all applicable laws.
- (f) That the Selected Bidder has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- (g) That the Selected Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the performance of the Air Tour & Travel Services under this contract and regarding the same the Selected Bidder does not, so far as the Selected Bidder is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person.

Annexure 1: Tour Package Details

S. No	Destinations	cost For each tour package per person	Estimated cost of each tour package	Bid security/ earnest money deposit
1	AMRITSAR- AANANDPUR- SAHIB			
2	SHRAVANBELGOL A-BANGLURU			
3	GOA			
4	SHIRDI-SHANISINGDAPUR-TRIMBKESHWER(NASIK) MUMBAI DARSHAN			
5	KAMAKHYA- GUWAHATI(Rajya Sangrhalaya, Kala shetra)			
6	UJJAIN(MAHAKAL ESHWAR, KaalBherav Temple, Har sidhhi, Navgrah mandir, OMKARESHWAR			
7	DEHRADOON-HARIDWAR-RISHIKESH			
8	GANGA SAGAR DAKSNIVESHVER KALI VALLUR MATH, KOLKATTA			
9	PASHUPATHINATH Kathmandu (NEPAL)			

***At least one night stay with minimum 24 hrs is compulsory at destination.**

Numbers of pilgrims & destinations can be changed.

ORIGIN AIRPORT: - JAIPUR/JODHPUR/UDAIPUR

TOUR PACKAGE PRICE

Price Includes:

- i. Plane journey in Economy class by plane.
- ii. Night Accommodation in Lodge/ Dormitories/ hotels on multi sharing basis.
- iii. Veg Meals: morning tea, breakfast, lunch, evening tea & dinner on set standard menu 3 bottles of safe drinking water/Mineral water.
- iv. Transfer and sightseeing by Non AC buses.
- v. Services of tour manager from AIR TOUR AND TRAVEL AGENCY.
- vi. Tour escorts for announcement, information and assistance.
- vii. All applicable statutory taxes.
- viii. Lodging and boarding for pilgrims a day before journey at departure point.
- ix. A medical kit(first aid box) shall be there during journey.
- x. Selected bidder shall be provide a identity card to each pilgrims as per direction.

Tour Price does not include:

- i. Anything not mentioned in Inclusion.
- ii. Tickets for entrance, light and sound show or other activities at sightseeing places.
- iii. Digital/video camera charges at the sightseeing point.

C. Tentative Meal / Food Menu

Price Includes

- i. Morning Tea with & without sugar.
- ii. Breakfast(morning & evening) : 4 PooriBhaji/ Idly cutlets/ Daliya/ samosa-Allobonda/ poha-sev/Upma-sev/Dhokla, 1 Banana /apple/nashpati /mango/orange with Tea/ Coffee (With/ without sugar)/ 200ml milk/curd. 200 ml REAL juice should be provide before one hour of lunch.
- iii. Lunch : Dal, 2 Subzi, poori/Roti/paratha, Rice/pulao, Achaar, paper.
- iv. Evening tea : with & without sugar.
- v. Dinner Dal, 2 Subzi, poori/Roti/paratha, Rice/pulao, Achaar, paper,one sweet, Khichri..
- vi. Drinking water : AIR TOUR & TRAVEL AGENCY shall provide drinking water with meals only through 20 litres. Jar of RO. Purified water during stay.
- vii. Three bottle each day in addition to drinking water with meals & breakfast.
- viii. Lunch or dinner at the destination will be provided with buffet system.

E. OTHER:

- i. **Breakfast, lunch and dinner will be served in disposable (use and throw) plates** in standard quantity/quality and additional fillers will also be available and provided on demand of passengers.
- ii. AIR TOUR & TRAVEL AGENCY has right to alter itinerary under unavoidable circumstances and is not liable for any type of compensation due to natural calamities/strikes/cancellations/delay of plane/insurgency of any such nature which is beyond control during tour period.

Annexure 2: Format for Bid Security (Bank Guarantee) (On Requisite Stamp Paper)

This Deed of Guarantee is made on this ____ day of _____, 2019 at _____ by _____ a Nationalized Bank within the meaning of the Reserve Bank of India Act and constituted under the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 and having its Registered Office at _____ and inter alia an operational Branch Office at _____, Jaipur (hereinafter referred to as “the Bank” or “the Guarantor”, which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favour of Commissioner, Devasthan Department, Government of Rajasthan having its office at Panchwati, M.G. College Road, Udaipur - 313 001, Rajasthan (hereinafter referred to as “Devasthan Department” which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assignees).

WHEREAS, Devasthan Department undertook the process of competitive bidding for selection of Selected Bidder for **“Selection of Air Tour & Travel Agency for providing complete travel and tour package for Varishth Nagrik Teerth Yatra Yojna 2019-20** for which purpose Devasthan Department issued a Request for Proposal (“RFP”) inviting Bids from the Bidders to execute the Scope of Work specified therein

WHEREAS, [name of Bidder] (hereinafter called “the Bidder”) has submitted its Bid dated [date] for the Air Tour & Travel Services (hereinafter called “the Bid”).

In the event of any breach or non-performance of the terms and conditions contained in the RFP document, including but not limited to the following:

- (1) If the Bidder withdraws its Bid during the period of Bid validity specified in the RFP or extended as mutually agreed, as the case may be; or
- (2) If the Bidder refuses to accept the correction of errors in its Bid; or
- (3) If the Bidder submits a conditional Bid which would affect unfairly the competitive provision of other Bidders who submitted substantially responsive Bids and/or is not accepted by Devasthan Department, or
- (4) If the Bidder, having been notified of the acceptance of its Bid by Devasthan Department during the period of Bid validity;
 - a) Fails or refuses to submit the Bank Guarantee towards Performance Security in accordance with the RFP document and Letter of Award.
 - b) Fails or refuses to execute the Agreement in accordance with the RFP document.

The Guarantor absolutely, irrevocably and unconditionally guarantees and undertakes to pay to Devasthan Department a sum of Indian Rupees Crore (Rs. only), without any protest or demur and upon receipt of first written demand from Devasthan Department. This Guarantee is independent of the terms and conditions of the RFP and shall not be affected in any manner by any amendments made

to the RFP and no prior consent or notice to the Guarantor is needed for any amendment to the RFP.

This Guarantee will remain in force up to days from the Bid Due Date (inclusive of due date).

The jurisdiction in relation to this Guarantee shall be the Courts at Jaipur/Udaipur, Rajasthan and Laws in India shall be applicable.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this _____ day of _____ and year first herein above written.

Signed and delivered by the above named _____ Bank by its Authorized Signatory as authorized by

Board Resolution passed on _____/Power of Attorney dated [.....]

Authorized Signatory

Name :

Designation:

In the presence of:

- 1.
- 2

NB: *Devasthan Department should be able to invoke this Bank Guarantee at any branch of the Bank located at Jaipur/Udaipur.*

Annexure 3 Format for Letter of Undertaking for Technical Bid

[On the Letter head of the Bidder (in case of Single Bidder) or
Lead Member (in case of a Consortium)]

To,
The Commissioner,
Devasthan Department,
Panchwati, M.G. College Road,
Udaipur - 313 001, Rajasthan

Subject:-“Selection of Air Tour & Travel Agency for providing complete travel and tour package for Varishth Nagrik Teerth Yatra Yojna 2019-20

Dear Sir,

We are submitting this Bid (Proposal) on our own.

(or)

We are submitting this Bid (Proposal) as the Lead Member of a Consortium consisting of the following members, for and on behalf of the Consortium.

S#	Names of Consortium Members	Address
1. (Lead Member)	
2. (Member)	
3. (Member)	

As a Lead Member, we understand the obligations of the selected bidder towards the Air Tour & Travel Services. We are enclosing Consortium Agreement signed by all the members of the Consortium, nominating and authorizing us to act as ‘Lead Member’

I/We, (Name of firm having examined the RFP Document and understood its contents, hereby submit our proposal for **“Selection of Air Tour & Travel Agency for providing complete travel and tour package for Varishth Nagrik Teerth Yatra Yojna 2019-20”**, and state that:

1. All information provided in the proposal and in the Formats is true and correct and all documents accompanying such proposal are true copies of their respective originals.
2. This statement is made for the express purpose of getting selected as the bidder
3. I/We shall make available to Devasthan Department any additional information it may find necessary or require to supplement or authenticate the bidding process
4. I/We acknowledge the right of Devasthan Department to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any Air Tour & Travel Services or contract nor have had any contract terminated for breach on our part.
6. I/We declare that:
 - (a) I/we have examined and have no reservations to the RFP Documents, including the Addendum(s) issued by Devasthan Department;
 - (b) I/we do not have any conflict of interest as stipulated in RFP; and
 - (c) I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the bidding Process.
7. I/We understand that Devasthan Department may cancel the bidding Process at any time without incurring any liability to the bidder and that Devasthan Department is neither bound to accept any proposal that Devasthan Department may receive nor to select the bidder.
8. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the bid or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our sister concerns.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our sister concerns or against our CEO or any of our Directors/Managers/employees.
12. Our details and the Data relating to eligibility as per RFP and duly signed by us /Bidders, who satisfy the Eligibility, are enclosed.
13. (Name of firm) hereby irrevocably waives any right it has at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Devasthan Department and / or the Government of Rajasthan in connection with the selection of a Bidder or in connection with the Selection process itself in respect of the above mentioned bid and the terms and implementation thereof.
14. A Power of attorney as per format prescribed in RFP in favour of the authorized signatory to sign and submit this proposal and documents is also attached herewith.

We confirm that in the event of our proposal being selected for award of bid as well

as any resulting contract, all required documents will be signed so as to be legal binding on us; and

15. We understand that in the event we are selected by Devasthan Department as the selected bidder, we shall be required to provide staff as specified in RFP document during the period; we are to provide tour and travel services.
16. We agree to abide by this Bid for a period of **180 (one hundred and eighty) days** from the Bid Due Date and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
17. We have made remittances towards cost of Bid Documents, RISL processing fee and Bid Security through instruments prescribed in the RFP and have attached scanned copies of such instruments to the Technical Proposal as required and have also submitted the respective documents in original to your office before the time and date prescribed for the same.
18. We agree to furnish Performance Guarantee to Devasthan Department within the period stipulated in the RFP if we are declared as the Selected Bidder.

Thanking you,

Yours faithfully,

(Signature of the Authorized Representative)

(Name and designation of the Authorized Representative)

(Name of the bidder)

Annexure 4: Format for General Information

S. No	Particulars	Details
1.	Basic Information of Organization	
(a)	Name of Firm	
(b)	Status of the Bidder	Single Bidder/ Lead Consortium Member / Other Consortium Member (Strike out whichever is not applicable)
(c)	Country of incorporation	
(d)	Address of the corporate headquarters of company/ Authorized Air Tour & Travel Agent /agency and its branch office(s), if any, in India	
(e)	Date of incorporation and / or commencement of business	
(f)	Ownership of the Organization (List of stakeholders/ members who own 10% or more stocks & their interest in the company/ Authorized Air Tour & Travel Agency	
(g)	List of current directors	
(h)	Other key management personnel	
2.	Brief description of the Company/ Authorized Air Tour & Travel Agency including details of its main lines of business.	
3.	Proposed role and responsibilities of the Company/ Authorized Air Tour & Travel Agency in this bid	
4.	Details of individual (s) who will serve as the point of contact/ communication within the Company/ Authorized Air Tour & Travel Agency: (a) Name (b) Designation (c) Address (d) Telephone Number (e) E-Mail Address (f) Fax Number	

Note: In case of a Consortium, the information at Sr. No. 1-4 should be provided for all the members of the consortium in separate sheets.

SIGNATURE_____

NAME _____

DESIGNATION _____

AUTHORIZED SEAL & SIGNATURE

COMPANY/ Authorized Air Tour & Travel Agency

DATE _____

Annexure 5: Format for Consortium Agreement

(In case the Bidder being a Consortium)
(On Non Judicial Stamp Paper of a value of Rs. 100/-)

THIS AGREEMENT is executed at _____ on this _____ day of _____ 2019 between _____ a Company registered under the Companies Act 1956/2013/ Authorized Air Tour & Travel Agency and having its registered Office at _____ (hereinafter referred to as “the Party of the First Part”) and _____ also a Company registered under the Companies Act 1956/2013 and having its registered office at _____ (hereinafter referred to as “the Party of the Second Part”) and _____ also a Company registered under the Companies Act 1956/2013 and having its registered office at _____ (hereinafter referred to as “the Party of the Third Part”)

WHEREAS

I. All the Parties of the First, Second & Third are entitled to enter into joint venture/ partnership with any person or persons including a company/ Authorized Air Tour & Travel Agency for carrying on the business authorized by their respective Memorandum of Association.

II. The Parties hereto propose to participate as a Consortium for the Bid based on the Request for proposal (RFP) from Devasthan Department, Government of Rajasthan, for “Selection of Air Tour & Travel Agency for providing complete travel and tour package for Varishth Nagrik Teerth Yatra Yojna 2019-20

(“the Bid”) by pooling together their resources and expertise.

III. The Parties hereto are desirous of recording the broad terms of their understanding as set out herein below:

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. That the Parties hereto agree to carry on the business in Joint Venture on the broad terms and conditions incorporated by them with the shareholding commitments expressly stated to domicile the Air Tour & Travel Services, prior to the implementation.
2. That in the event the Parties hereto succeed in the Bid, the Consortium will execute the bid in accordance with terms and conditions of the Bid document and will execute the Agreement and all the documents/ writings/ papers with Devasthan Department and carry out the assignment as per terms and conditions of RFP.
3. The roles and responsibilities of the Members of the Consortium shall be as follow:

(a) The Party of the First Part (Lead Member) shall be responsible for:

(i)

(ii)

(b) The Party of the Second Part shall be responsible for:

(i)

(ii)

(c) The Party of the Third Part shall be responsible for:

(i)

(ii)

(Note: Role & responsibility of all Members of the Consortium shall be included in the above para).

4. Each of the Parties shall be liable and responsible jointly and severally for:

- (i) Compliance of all statutory requirements as may be applicable in respect of the bid
- (ii) Contribute to the Joint Venture all of its management and business experience, expertise, competence and acumen for the success of the Air Tour & Travel Services.

5. That the responsibility of all the members of the Consortium shall be joint and several at every stage of implementation of the Air Tour & Travel Services.

6. That in case the bid is awarded to the Consortium, the Consortium shall carry out all the responsibilities as the bidder and shall comply with all the terms and conditions of the Agreement as would be entered with Devasthan Department.

7. That this Agreement shall remain in full force and effect till the bid is awarded, and the Agreement is signed.

8. That nothing in this Agreement shall be construed to prevent or disable any Party hereto to carry on any business on their own in terms of their respective Memorandum of Association.

(Note: The above provisions are mandatory, the Consortium may add any other provision, if required, which are not contradictory to the above)

IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written.

Signed and delivered for and on behalf
of the within named M/s.....
..... by its Director,

.....duly authorized in the presence of
.....

Signed and delivered for and on behalf
of the within named M/s.....
..... by its Director,
.....duly authorized in the presence of
.....

Signed and delivered for and on behalf
of the within named M/s.....
....by its Director,
.....
duly authorized in the presence of
.....

Annexure 6: Format for Appointing the Lead Member - Signed by All Members of the Consortium

{On Requisite Non Judicial Stamp Paper}

KNOW ALL MEN by these presents that this Power of Attorney is being issued by, ...[name of the company/ Authorized Air Tour & Travel Agency], a company incorporated under the Companies Act 1956/2013/ Authorized Air Tour & Travel Agency, having its Registered Office at[Address of the Company/ Authorized Air Tour & Travel Agency] ,[name], a company incorporated under the Companies Act 1956/2013/ Authorized Air Tour & Travel Agency, having its Registered Office at[Address],[name] (hereinafter collectively referred to as "Consortium")

WHEREAS the Consortium is to submit a Bid in response to the Request for Proposal ("RFP") for **"Selection of Air Tour & Travel Agency for providing complete travel and tour package for Varishth Nagrik Teerth Yatra Yojna 2019-20"** issued by Devasthan Department, Government of Rajasthan and is desirous of appointing an attorney for the purpose thereof.

Whereas the Consortium deems it expedient to appoint M/s. (name of Company/ Authorized Air Tour & Travel Agency, registered office address) as the Lead Member of the Consortium

NOW KNOW WE ALL BY THESE PRESENTS, that the Consortium do hereby nominate, constitute and appoint....[name the lead member company/ Authorized Air Tour & Travel Agency] as its true and lawful Attorney to do and execute all or any of the following acts, deeds and things for the Consortium in its name and on its behalf, that is to say:

- (a) To act as the Lead Member of the Consortium for the Purposes of the bid
- (b) In such capacity, to act as the Consortium's official representative for submitting the Technical and Financial Bid for the bid and other relevant documents in connection therewith.
- (c) To sign all papers for bids, offers, bid documents, necessary documents, papers, applications, representations and correspondence necessary and proper for the purpose aforesaid;
- (d) To tender documents, receive and make inquiries, make the necessary corrections and clarifications to the bid documents, as may be necessary;
- (e) To sign and execute contracts relating to the bid, including variation and modification thereto;
- (f) To represent the Consortium at meetings, discussions, negotiations and presentations with Devasthan Department, Competent Authorities and other bid related entities;
- (g) To receive notices, instructions and information for and on behalf of the Consortium;
- (h) To execute the Agreement for and on behalf of the Consortium;

- (i) To do all such acts, deeds and things in the name and on behalf of the Consortium as necessary for the purpose aforesaid.

AND the Consortium hereby covenant with the said Attorney to ratify and confirm all and whatever the attorney may lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF the Company/ Authorized Air Tour & Travel Agency puts its hand and seal to this Power of Attorney on this ..[day, month & year]

The common seal of [name of the company/ Authorized Air Tour & Travel Agency] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on --- Day of -----, 2019 in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company/ Authorized Air Tour & Travel Agency of [name]	The common seal of [name of the Company/ Authorized Air Tour & Travel Agency] ----- [name & designation of the person]
The common seal of [name of the company/ Authorized Air Tour & Travel Agency] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on --- Day of -----, 2019 in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company/ Authorized Air Tour & Travel Agency of [name]	The common seal of [name of the Company/ Authorized Air Tour & Travel Agency] ----- [name & designation of the person]
The common seal of [name] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on -- - Day of -----, 2016 in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company/ Authorized Air Tour & Travel Agency of [name]	The common seal of [name] ----- [name & designation of the person]

Annexure 7: Format for Power of Attorney for the Bid Signatory

(in case the Bidder is submitting the Bid on its own)
{On Requisite Stamp Paper}

KNOW ALL MEN by these presents that we,[name of the Company/ Authorized Air Tour & Travel Agency], a company incorporated under the Companies Act 1956/2013/ Authorized Air Tour & Travel Agency, having its Registered Office at[Address of the Company/ Authorized Air Tour & Travel Agency]:

WHEREAS in response to the Request for Proposal (RFP) for“**Selection of Air Tour & Travel Agency for providing complete travel and tour package for Varishth Nagrik Teerth Yatra Yojna 2019-20**”, the Company/ Authorized Air Tour & Travel Agency is submitting Bid Comprising Technical and Financial Bids on behalf of the Bidder for the Air Tour & Travel Services to the Commissioner, Devasthan Department, Panchwati, M.G. College Road, Udaipur - 313 001, Rajasthan and is desirous of appointing an attorney for the purpose thereof.

WHERE AS the Company/ Authorized Air Tour & Travel Agency deems it expedient to appoint Mr. son of resident of, holding the post of as the Attorney of the Company/ Authorized Air Tour & Travel Agency.

NOW KNOW WE ALL BY THESE PRESENTS, that [name of the company/ Authorized Air Tour & Travel Agency] do hereby nominate, constitute and appoint.....[name & designation of the person].....as its true and lawful Attorney so long as he is in the employment of the Company/ Authorized Air Tour & Travel Agency to do and execute all or any of the following acts, deeds and things for the Company/ Authorized Air Tour & Travel Agency in its name and on its behalf, that is to say :

To act as the Company's/ Authorized Air Tour & Travel Agency's official representative for submitting the Bid comprising Capability Statement, Technical Bid and Financial Bid for the said bid and other relevant documents in connection therewith;

To sign all the necessary documents, papers, testimonials, applications, representations and correspondence necessary and proper for the purpose aforesaid;

To tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Bid and other documents, as may be necessary;

To do all such acts, deeds and things in the name and on behalf of the Company/ Authorized Air Tour & Travel Agency as necessary for the purpose aforesaid.

<p>The common seal of [name of the company/ Authorized Air Tour & Travel Agency] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on --- Day of -----, 2019 in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company/ Authorized Air Tour & Travel Agency of [name]</p>	<p>----- [name & designation of the person] ----- [name & designation of the person]</p>
--	---

OR

Format For
POWER OF ATTORNEY (POA) FOR AUTHORIZED SIGNATORY ON BEHALF OF MEMBERS OF
CONSORTIUM

(In case the Bidder being a Consortium)

{On Requisite Stamp Paper - be in the name of the company/ Authorized Air Tour & Travel Agency who is issuing the power of Attorney}

Know all men by these presents, that We (name of member of the consortium with the address of the registered office) do hereby constitute, appoint and authorize Mr./Ms.(name and residential address) who is presently employed with us and is holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid submitted in response to the Request for Proposal (RFP) for **“Selection of Air Tour & Travel Agency for providing complete travel and tour package for Varishth Nagrik Teerth Yatra Yojna 2019-20 .** We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and affirm that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

Accepted

.....(signature)

(Name, Title and Address of the Attorney)

.....(signature)

.....(signature)

(Name, Title and Address of the two Witnesses)

Note:

- ♦ *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(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

Annexure 8: Format for Letter of Undertaking

[To be furnished by the Bidder on the letterhead of the Firm,
In case of Consortium to be given separately by each member of the consortium]

Date:

To,
The Commissioner,
Devasthan Department,
Panchwati, M.G. College Road,
Udaipur - 313 001, Rajasthan

Subject: "Selection of Air Tour & Travel Agency for providing complete travel and tour package for Varishth Nagrik Teerth Yatra Yojna 2019-20"

Dear Sir,

We confirm that

- a) We are not barred by Government of Rajasthan (GoR), any other State Government in India (SG) or Government of India (Gol) or any of the agencies of GoR/SG/Gol from participating in any category of bidding as on the Bid Due Date.
- b) We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
- c) We have not, and our directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- d) We have not a conflict of interest in the procurement in question as specified in the bidding document.
- e) We comply with the code of integrity as specified in the bidding document
- f) We hereby declare that we shall treat the tender documents, and other records, connected with the work, as secret confidential documents and shall not communicate information derived therefrom to any person other than a person to whom we are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same.
- g) We understand that failure to observe the secrecy of the tenders will render the tender liable to summary rejection.

Yours faithfully,

.....
(Signature of Authorized Signatory)
(Name, Title, Address, Date)

Annexure 9 : Format for Technical Qualification

This is to certify that I/We have successfully completed assignment involving Experience in Providing Complete Air Tour & Travel Services during last three year (ending 31 March 2019) Details are follows

S.No.	Financial Year	Name Of Client With Address	Work Order No./ Date	No. Of Passengers	Period Of Journey	Journey Destination	Completion Certificate
1.	2.	3.	4.	5.	6.	7.	8.
1.							
2.							
3.							
4.							
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18.							
19.							
20.							
21.							
22.							
23.							
24.							
25.							

SIGNATURE_____

NAME _____

DESIGNATION _____

COMPANY/ AUTHORIZED AIR TOUR & TRAVEL AGENT

AUTHORIZED SEAL

DATE_____

Annexure 10 : Format for Financial Summary

Turnover

(Rs. in crore)

Description	Last Three Financial Years - Audited		
	FY 2015-16	FY 2016-17	FY 2017-18
Operating Revenue			
(add) Other Revenue			
Total Turnover			

This is to certify that _____ (name of the bidder / member of the consortium) has Annual Turnover as shown above against the respective/s financial year/s.

Signature

Name of the Statutory Auditor

Membership no

Designation

Name of the Audit Firm

FRN

(Seal of the firm)

DATE _____

Note:

1. In case of Bidder being a Consortium, the above details shall be submitted for all Members including the Lead Member.
2. The Bidder/Consortium shall submit Audited Annual Reports (financial statements: balance sheets, profit and loss account, notes to accounts etc.) for all Members including the Lead Member in support of the financial data duly certified by statutory auditor/s. In case, company/ Authorized Air Tour & Travel Agency does not have statutory auditor/s, it shall be certified by the Chartered Accountant that ordinarily audits the annual financials of the company/ Authorized Air Tour & Travel Agency.

SIGNATURE

NAME

DESIGNATION

AUTHORIZED SEAL

DATE

COMPANY/ AUTHORIZED AIR TOUR & TRAVEL AGENT

Annexure 11: Format for Performance Security
(To be issued by a Scheduled Bank in India)

The Commissioner,
Devasthan Department,
Panchwati, M.G. College Road,
Udaipur - 313 001, Rajasthan

THIS DEED OF GUARANTEE executed on this the ---- day of -----, 2019, at ----- by -----
----- (Name of the Bank), a Scheduled Bank within the meaning of the Reserve Bank of India Act, and constituted under the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 and having its Head Office/Registered Office at _____ and inter alia a Branch Office/Correspondence Office at _____, Jaipur (hereinafter referred to as “the Bank”, which expression shall unless it be repugnant to the subject or context thereof include successors and assigns); in favour of Devasthan Department, Government of Rajasthan.

WHEREAS:

- (A) M/s _____ (the “**bidder**”) and the Commissioner, Devasthan Department, Government of Rajasthan, Panchwati, M.G. College Road, Udaipur - 313 001, Rajasthan (“**Devasthan Department**”) have entered into an Agreement dated _____ (the “**Agreement**”) whereby Devasthan Department has awarded the bidding assignment of “.....” to the Bidder, subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the bidder to furnish a Performance Security to Devasthan Department for an amount of Rs. (Rupeesonly) for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Period as defined in the Agreement.
- (C) We, _____ through our Branch at _____ (the “**Bank**”) have agreed to furnish this Bank Guarantee by way of Performance Security for an amount of Rs. (Rupeesonly).

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the bidder’s obligations during the subsistence of the Agreement, under and in accordance with the Agreement, and agrees and undertakes to pay to Devasthan Department, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Bidder, such sum or sums upto an aggregate sum of the Guarantee Amount as Devasthan Department shall claim, without Devasthan Department being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from Devasthan Department, under the hand of Devasthan Department that the bidder has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that Devasthan Department shall be the sole judge as to whether the bidder is in default in due and faithful performance of its obligations during the subsistence of the Agreement and its decision that the bidder is in default shall be final, and binding on the Bank, notwithstanding any differences between Devasthan Department and the bidder, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the bidder for any reason whatsoever.
3. In order to give effect to this Guarantee, Devasthan Department shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the bidder and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for Devasthan Department to proceed against the bidder before presenting to the Bank its demand under this Guarantee.
5. Devasthan Department shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the bidder contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by Devasthan Department against the bidder, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to Devasthan Department, and the Bank shall not be released from its liability and obligation under these presents by any exercise by Devasthan Department of the liberty with reference to the matters aforesaid or by reason of time being given to the bidder or any other forbearance, indulgence, act or omission on the part of Devasthan Department or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by Devasthan Department in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the bidder under the Agreement.
7. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of Devasthan Department in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

8. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by Devasthan Department that the envelope was so posted shall be conclusive.
9. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of months.

Signed and sealed this _____ day of _____, 20____. at _____

SIGNED, SEALED AND DELIVERED

For and on behalf of
the BANK by:

(Signature)
(Name)
(Designation)
(Code Number)
(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.
- (iii) Devasthan Department should be able to invoke the Bank Guarantee at any of the branch of the Bank located at Jaipur/Udaipur.

Annexure 12: Format for Financial Bid and Letter

[On the Letter head of the Bidder (in case of Single Bidder) or Lead Member (in case of a Consortium)

To,
The Commissioner,
Devasthan Department,
Panchwati, M.G. College Road,

Subject :- “Selection of Air Tour & Travel Agency for providing complete travel and tour package for Varishth Nagrik Teerth Yatra Yojna 2019-20

Dear Sir,

As a part of the Bid for “Selection of Air Tour & Travel Agency for providing complete travel and tour package for Varishth Nagrik Teerth Yatra Yojna 2019-20 We understand that prices will be quoted in BOQ only displayed on e- procurement site for each destination as per terms of Reference provided in the RFP :

S.No.	Destination/ Pilgrimage	Estimated numbers of pilgrims	Estimated cost of each pilgrim	Estimated cost of destination
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				

Per Person tour Cost for each package as quoted by bidder will be considered for Financial Evaluation

- 1./We understand and we agree that provisions with respect to taxes and duties as stipulated in the RFP shall be applicable and will be binding on us.
2. I/ We hereby agree that our above rates, as quoted above, would be valid for a period Of 180

days from the Bid Due Date.

3. I/We further understand that if we are declared as the selected bidder, our quote rates would remain unchanged during the subsistence of the contract.

4. I/we understand that number of pilgrims are provisional and can be increased and decreased.

5. I/ we understand that rates to be quoted will be inclusive of all taxes.

6. I/ we understand that TDS will be applicable as per rule.

7. I/ we understand that although quoted rates are inclusive of GST but amount of GST will be shown separately on the bills and amount of GST has to be deposited by us and copies of chalangans will be submitted to devasthan department.

8. I/we abide by the above offer and all other terms and conditions of RFP, GF & AR and RTTP Act 2012 & rule 2013, if Devasthan Department select as selected bidders.

Yours Faithfully.

(Signature of Authorized Signatory)

(Name, Title, Address, Date)

Annexure 13: Copy of Order issued by Finance Department, Government of Rajasthan

F.1(1)FD/GF&AR/2007 (Circular no. 19/2011) dated 30.9.2011

GOVERNMENT OF RAJASTHAN FINANCE DEPARTMENT (General Financial & Accounts Rules)

No.F.1(1)FD/GF&AR/2007

Jaipur, dated: 30-09-2011

Circular No.: 19/2011

ORDER

Government of Rajasthan has decided to implement e-Procurement System for bringing transparency in day to day working of the State. In order to implement the e-procurement system, it has been decided to avail the services of RajCOMP Info Services Ltd. (RISL) for following activities :

1. To arrange/provide training to officers/officials of departments/PSUs and bidders/contractors/vendors for implementation of e-Procurement software.
2. To extend Facility Management Services for implementation of e-Procurement software which includes providing support in e-tendering to bidders/contractors/vendors as well as officers/officials of departments/PSUs.
3. To arrange Digital Signatures as per requirement to officers/officials of departments/PSUs and bidders/contractors/vendors.
4. To provide call centre and help desk services.

For providing the above services, following charges will be payable to RISL :-

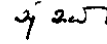
S.No.	Particulars	Charges
1.	To extend Facility Management Services for implementation of e-Procurement software which includes providing support in e-tendering to bidders/contractors/ vendors as well as officers/officials of departments/PSUs.	<p>1. If tender value is less than Rs. 50.00 lacs, charges will be Rs. 500/- per bidder per tender.</p> <p>2. If Tender value is Rs. 50.00 lacs or more, charges will be Rs. 1,000/- per bidder per tender.</p> <p>Note : The above charges will be collected additionally in the form of Demand Draft (DD)/Bankers Cheque (BC) in the name of Managing Director, RISL payable at Jaipur along with prescribed tender fee from the bidders.</p>
2.	To arrange Digital Signatures as per requirement to officers/officials of departments/PSUs and bidders/contractors/ vendors.	<p>Charges for arranging/organising Digital Signature along with training will be Rs. 300/- per Digital signature. The cost of digital signature will be extra depending upon the class and type of the digital signature.</p> <p>Note :</p> <p>1. The cost plus charges for the Officers/Officials of Government Department will be borne by DoIT&C from e-Procurement Project Budget head and for PSU officers/officials cost plus charges will be borne by the respective PSU/Institutions, whereas, for bidders, it will be borne by them.</p> <p>2. All Departments/PSUs/Institutions/ Bidders will have to submit individual application in</p>

GFRRULES

		respect of each signature in the prescribed format for availing digital signature along with photograph and Photo ID proof along with DD/BC. In case of Government Officers/ Officials, the request shall be made through DoIT&C, where in case of PSU/Institutions; it shall be made through an authorised officer along with Advance DD/BC. Bidders shall submit the request directly to RISL along with requisite fees in the form of DD/BC in the name of Managing Director RISL , payable at Jaipur.
--	--	--

RISL will open a separate account for the project and will submit quarterly details of Income and Expenditure under this project to Finance Department.

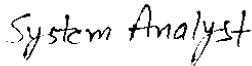
By Order,




(Sanjay Malhotra)
Finance Secretary (Budget)

Copy forwarded for information and necessary action to:

1. S.A. to Governor/C.M./All Ministers/State Ministers.
2. P.S. to Chief Secretary/Addl.Chief Secretaries.
3. P.S. to Principal Secretaries/Secretaries/Special Secretaries.
4. Secretary, Rajasthan Legislative Assembly, Jaipur.
5. Secretary, Lokayukta Sachivalaya, Jaipur.
6. Secretary, Rajasthan Public Service Commission, Ajmer.
7. Registrar, Rajasthan High Court, Jodhpur/Jaipur.
8. Accountant General (Civil & Acctt.) Rajasthan, Jaipur.
9. Accountant General (Receipt & C&E) Rajasthan, Jaipur.
10. Registrar, Rajasthan Civil Service Appellate Tribunal, Jaipur.
11. All OSD/Deputy Secretaries/ Sections of the Secretariat.
12. All Heads of the Departments/All Collectors/Divisional Commissioner.
13. Director, Treasuries and Accounts, Rajasthan, Jaipur.
14. All Treasury Officers.
15. Administrative Reforms (Codification) Department (with spare copy).
16. Vidhi Rachana Sangthan for Hindi translation.
17. ~~Analyst cum programmer~~, Finance Department. He is requested kindly publish this circular on FD Website.


System Analyst


(Urmila Joshi)

Officer on Special Duty

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Annexure 14 : Letter of Award (LoA)

Date

To,

M/s,

.....,

.....,

..... -(PIN Code)...

Fax No.:,

E-mail ID:

Sub: Selection of Air Tour & Travel Agency for providing complete travel and tour package for varsisht nagrik teerth yatra yojna - 2019-20.

Ref: Letter of Award ("LoA")

Dear,

1. This is with reference to the Request for Proposal document dated, **2019**, released by **Devasthan Department, Government of Rajasthan** (hereinafter referred to as the "RFP") and your proposal, dated, **2019**, ('Bid'), submitted in response to the RFP
2. We are pleased to inform you that the Bid submitted by M/s " dated, **2019**, has been accepted and has been shortlisted as the Successful Bidder (hereinafter referred to as the "**Bidder**") for the Air Tour & Travel Services.
3. This LoA is intended to convey acceptance of your Bid for (**Rupees** **Only**) quoted by you plus all applicable taxes including service tax, subject to the terms & conditions specified in the RFP and as set forth in the Agreement.
4. The Bidder is further required to submit to Devasthan Department an unconditional and irrevocable Bank Guarantee from a scheduled/nationalized bank in favour of "**Devasthan Department, Government of Rajasthan**", payable and enforceable at Jaipur/Udaipur for an aggregate amount of Rs. (Rupeesonly) towards the Performance Security, in the format attached as **Annexure - 11** to the Agreement within a period of 15 (Fifteen) days from the date of issuance of this LoA and in the manner prescribed hereunder:
5. After fulfillment of the condition set out in paragraph 4 above as per the terms hereof and the RFP as well as to the complete satisfaction of Devasthan Department, you shall ensure execution of the Agreement with Devasthan Department, in accordance with the provisions of RFP within a period of 15 (Fifteen) days of the date of issuance of this LoA.
6. It may be noted that in the event, after accepting this LoA, you fail to comply with any one or more of the aforementioned terms and conditions within the time and in the form and manner prescribed thereof, Devasthan Department in addition to all other rights and remedies that may be available to it under the provisions of the RFP (including forfeiture of the Bid Security furnished by the Preferred Bidder) and the applicable laws, shall be at absolute liberty and freedom to

disqualify you and treat your Bid as rejected and this LoA shall forthwith stand automatically withdrawn and cancelled and Devasthan Department shall be at complete liberty to deal with the Air Tour & Travel Services as it may deem fit in its sole and absolute discretion. Also, in such an event, M/s or any person claiming thereunder shall have no claim or demand against Devasthan Department or any advisors thereof, of any nature whatsoever.

7. Save and except the rights of Devasthan Department in respect to the terms & conditions mentioned above, kindly note that this LoA by itself does not create any other contractual relationship of the Bidder with Devasthan Department, Government of Rajasthan pending execution of the Agreement within 15 (Fifteen) days from the date of issuance of this LoA.

8. For the sake of abundant clarity it is clarified that all capitalized terms & expressions, unless defined specifically under this LoA, shall trace their respective context & meaning as respectively ascribed to them under the RFP and / or Agreement.

We look forward to your acceptance of this LoA followed with the unconditional & punctual compliance of the terms and conditions mentioned hereinabove in accordance with the RFP and the Agreement.

Yours faithfully,

(.....*Name*.....)

.....*Designation*.....

Annexure 15: Copy of circular issued by Finance Department, Government of Rajasthan

राजस्थान सरकार
वित्त (जी. एण्ड टी.) विभाग

क्रमांक: एफ.1(8)वित्त/साविलेनि/2011

जयपुर, दिनांक: 4 फरवरी, 2013

परिपत्र सं. - 8/2013

परिपत्र

जैसा कि आपको विदित है राजस्थान राजपत्र में जारी अधिसूचना दिनांक 24.01.2013 द्वारा राजस्थान लोक उपापन में पारदर्शिता अधिनियम, 2012 (Rajasthan Transparency in Public Procurement Act, 2012) एवं राजस्थान लोक उपापन में पारदर्शिता नियम, 2013 (Rajasthan Transparency in Public Procurement Rules, 2013) राज्य में दिनांक 26.01.2013 से प्रभावी हो गये हैं। समस्त उपापन संस्थाएँ (Procurement Entities) जिसमें राज्य सरकार के समस्त विभाग, सरकार के स्वामित्वाधीन या नियंत्रणाधीन कोई भी राज्य पब्लिक सेक्टर उद्यम, संविधान द्वारा स्थापित या गठित कोई भी निकाय जिसके व्यय की पूर्ति राज्य की समेकित निधि से की जाती है, राज्य विधान मण्डल के किसी अधिनियम द्वारा स्थापित या गठित कोई निकाय या बोर्ड या निगम या प्राधिकरण या सोसायटी या न्यास या स्वायत्त निकाय या राज्य सरकार के स्वामित्वाधीन या नियंत्रणाधीन कोई निकाय, सम्मिलित है, के द्वारा सामग्री, सेवा, संकर्म (Works) के उपापन (Procurement) के मामलों में उक्त अधिनियम एवं नियमों की अक्षरशः पालना सुनिश्चित किया जाना आवश्यक है।

उक्त अधिनियम की धारा 50 के अन्तर्गत राज्य उपापन सुविधा प्रकोष्ठ (State Procurement Facilitation Cell) का गठन किया जा चुका है। उक्त प्रकोष्ठ का नोडल अधिकारी संयुक्त सचिव, वित्त (जीएण्डटी) विभाग को बनाया गया है यदि उपापन संस्था उक्त अधिनियम एवं नियमों के संदर्भ में कोई जानकारी की अपेक्षा रखती है तो प्रशासनिक विभाग के माध्यम से प्रकरण राज्य उपापन सुविधा प्रकोष्ठ को प्रेषित किया जा सकता है।

उक्त अधिनियम की धारा 17 में दिये गये प्रावधान के तहत राज्य लोक उपापन पोर्टल (<http://sppp.raj.nic.in>) बना दिया गया है। उपापन संस्था अधिनियम की धारा 17 (2) एवं राजस्थान लोक उपापन में पारदर्शिता नियम, 2013 के प्रावधानों के अनुसार पालना सुनिश्चित करावें।

Doc1

उक्त अधिनियम के अध्याय 3 एवं नियमों के अध्याय 7 के अनुसार बोली लगाने वाला या भावी बोली लगाने वाला (bidder or prospective bidder) उपापन प्रक्रिया के दौरान उपापन संस्था के किसी निर्णय, कार्रवाई या लोप, इस अधिनियम या इसके अधीन जारी नियमों के उपबन्धों के उल्लंघन में है तो वह अपील दाखिल कर सकेगा। इस संबंध में बोली दस्तावेजों, पूर्व अर्हता दस्तावेजों, रजिस्ट्रीकरण दस्तावेजों में प्रथम अपील अधिकारी का पदाभिहित (designated) विनिर्दिष्ट (specified) उल्लेख उपापन संस्था द्वारा किया जाना आवश्यक है। अतः, अधिनियम की धारा 3 (2) में उल्लिखित समस्त विभाग/संगठन अपने स्तर पर प्रथम अपील अधिकारी का निर्धारण कर वित्त विभाग को दिनांक 15 फरवरी, 2013 तक सूचित करें। यहां यह उल्लिखित करना उपयुक्त होगा कि प्रथम अपील अधिकारी उपापन संस्था से एक स्तर उच्च होना आवश्यक है। द्वितीय अपील अधिकारी राज्य सरकार के विभागों के लिये संबंधित प्रशासनिक विभाग होगा। यदि प्रशासनिक विभाग स्वयं उपापन संस्था या प्रथम अपील अधिकारी है तो वित्त विभाग प्रथम/द्वितीय अपील अधिकारी होगा। ऐसे मामलों में जहां वित्त विभाग प्रथम अपील अधिकारी है तो द्वितीय अपील अधिकारी प्रकरण विशेष के अनुसार राज्य सरकार द्वारा पदाभिहित (designated) किया जायेगा।

उक्त अधिनियम के अनुसार सामग्री, सेवा, संकर्म के उपापन के लिये स्टैण्डर्ड बिडिंग डॉक्यूमेन्ट्स प्रक्रियाधीन है। अधिनियम की धारा 59 (Savings) के अनुसार इस अधिनियम में उपबन्धित सामग्री, सेवा एवं संकर्मों के उपापन से संबंधित समस्त नियम, विनियम, आदेश, अधिसूचनाएँ, विभागीय संहिताएँ, निर्देशिकाएँ, उपविधियाँ, शासकीय ज्ञापन या परिपत्र जो इस अधिनियम के प्रारम्भ की तारीख को प्रवृत्त थे, उनके इस अधिनियम के उपबन्धों से संगत होने की सीमा तक तब तक प्रवर्त बने रहेंगे जब तक कि उनको इस अधिनियम के अधीन बनाये या जारी किये गये नियमों, मार्गदर्शक सिद्धान्तों, अधिसूचना या यथास्थिति आदेश द्वारा निरसित या अतिक्रमित नहीं कर दिया जाता। अतः, उक्त अधिनियम एवं नियमों के अनुसार सामग्री या सेवा के उपापन के लिये वर्तमान प्रचलित बिड दस्तावेज सामान्य वित्तीय एवं लेखा नियम पार्ट II में दिये गये SR फार्म 14, 15, 16 और 17 तथा संकर्म के उपापन के लिये सार्वजनिक निर्माण वित्तीय एवं लेखा नियम के अपेण्डिक्स XI में दिये गये वर्तमान प्रचलित दस्तावेज बोली दस्तावेजों के रूप में अधिनियम व नियमों के प्रावधानों की सीमा तक प्रयोग किये जा सकेंगे, जब तक कि नवीन स्टैण्डर्ड बिडिंग डॉक्यूमेन्ट्स जारी नहीं किये जाते हैं। तथापि निम्नांकित संलग्नक (Annexures) वर्तमान प्रचलित बोली दस्तावेजों के साथ सम्मिलित करते हुये ही बिड दस्तावेज जारी किया जाना सुनिश्चित किया जाये—

Annexure A : Compliance with the Code of Integrity and No Conflict of Interest

Annexure B : Declaration by Bidders regarding Qualifications

Doc I

Annexure C : Grievance Redressal during Procurement Process

Annexure D : Additional Conditions of Contract

अतः प्रशासनिक विभाग अपने अधीन समस्त विभागों, कार्यालयों एवं संगठनों से उक्त निर्देशों की कठोरता से पालना सुनिश्चित करावे।

संलग्न: **Annexure A to D**



(अखिल अरोरा)

शासन सचिव, वित्त (बजट)

प्रतिलिपि निम्नांकित को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित है—

1. निजी सचिव, राज्यपाल/मुख्यमंत्री/समस्त मंत्रीगण/राज्य मंत्रीगण।
2. निजी सचिव, मुख्य सचिव/समस्त अति. मुख्य सचिव/समस्त प्रमुख शासन सचिव/समस्त शासन सचिव/समस्त विशिष्ट शासन सचिव।
3. सचिव, राजस्थान विधान सभा, राजस्थान, जयपुर। 4. सचिव, लोकायुक्त सचिवालय, राजस्थान, जयपुर।
5. सचिव, राजस्थान लोक सेवा आयोग, अजमेर। 6. रजिस्ट्रार, राजस्थान उच्च न्यायालय, जोधपुर/जयपुर।
7. समस्त संयुक्त शासन सचिव/उप शासन सचिव/सचिवालय के समस्त अनुभाग/विभाग।
8. प्रधान महालेखाकार (सिविल लेखा परीक्षा) राजस्थान, जयपुर।
9. महालेखाकार (प्राप्ति एवं वाणिज्यिक लेखा परीक्षा)/(ए एण्ड ई) राजस्थान, जयपुर।
10. समस्त विभागाध्यक्ष/जिला कलक्टर/संभागीय आयुक्त।
11. रजिस्ट्रार, राजस्थान सिविल सेवा अपील अधिकरण, जयपुर। 12. समस्त कोषाधिकारी।
13. सिस्टम एनालिस्ट, वित्त विभाग को भेजकर लेख है कि परिपत्र को को वित्त विभाग की वेबसाइट पर प्रकाशित करवाने की व्यवस्था करावे।



(उर्मिला जोशी)

संयुक्त सचिव

राजस्थान सरकार
देवस्थान विभाग

जयपुर, दिनांक 9/12/15

सं. 12/देव/2015

—आदेश—

राजस्थान लोक उपापन में पारदर्शिता अधिनियम, 2012 एवं नियम 2013 की सूनार्थ वित्त (जी एण्ड टी) विभाग के परिपत्र क्रमांक एफ. 1/वित्त/सा.वि.ले.नि./2011 जयपुर दिनांक 4.2.2013 के अनुसार सहायक आयुक्त, देवस्थान विभाग जयपुर (प्रथम/द्वितीय)/जोधपुर/अजमेर/बीकानेर/कोटा/वृन्दावन/ऋषभदेव/हनुमानगढ़/भरतपुर/उदयपुर जो कि स्वतंत्र उपापन संस्था है, के लिए द्वितीय अपील अधिकारी एवं जिन मामलों में आयुक्त, देवस्थान विभाग उपापन संस्था है, के लिए प्रथम अपील अधिकारी अतिरिक्त मुख्य सचिव, देवस्थान विभाग होंगे।

आज्ञा से,

—SA—
(राजेन्द्र कुमार शर्मा)
शासन उप सचिव

10815
17.12.15

प्रतिलिपि निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है:-

1. निजी सचिव, अतिरिक्त मुख्य सचिव, देवस्थान विभाग।
2. शासन सचिव, वित्त (बजट) विभाग को भेजकर लेख है कि जिन मामलों में आयुक्त देवस्थान विभाग उपापन संस्था है, के लिए प्रथम अपील अधिकारी अतिरिक्त मुख्य सचिव, देवस्थान विभाग को बनाया गया है। अतः द्वितीय अपील अधिकारी घोषित करने का श्रम करावें।
3. प्रधान महालेखाकार, राजस्थान, जयपुर।
4. आयुक्त, देवस्थान विभाग, उदयपुर।
5. सहायक आयुक्त, देवस्थान विभाग जयपुर (प्रथम/द्वितीय)/जोधपुर/अजमेर/बीकानेर/कोटा/वृन्दावन/ऋषभदेव/हनुमानगढ़/भरतपुर/उदयपुर
6. रक्षित पत्रावली।

—K9/12/15
शासन उप सचिव

Annexure-‘A’

COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST:-

Any person participating in a procurement process shall-

- a) Not offer any bribe, reward of gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b) Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) Not indulge in any collusion, Bid rigging or anti competitive behavior to impair the transparency, fairness and progress of the procurement process;
- d) Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part or to its property to influence the procurement process;
- f) Not obstruct any investigation or audit of procurement process,
- g) Disclose conflict of interest, if any, and
- h) Disclose any previous transgression with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

CONFLICT OF INTEREST:-

The bidder participating in a bidding process must not have a conflict of interest. A conflict of interest 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.

1. A Bidder may be considered to be in conflict of interest with one or more parties in bidding process if, including but not limited to:
 - a. Have controlling partners/shareholders in common; or
 - b. Receive or have received any direct or indirect subsidy from any of them; or
 - c. Have the same legal representative for purposes of the Bid; or
 - d. 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 bidder, or influence the decision of the procuring entity regarding the bidding process; or
 - e. The bidder participates in more than one Bid in a bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all Bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a bidder, in more than one Bid; or
 - f. The bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, works or services that are the subject of the Bid; or
 - g. The bidder or any of its affiliates has been hired (or is proposed to be hired by the Procuring Entity as engineer-in charge/consultant for the contract.

Date:

Signature of Bidder with Seal

Name:

Designation:

Address:

DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS
DECLARATION BY THE BIDDER

In relation to my/our Bid submitted to Commissioner Devsthan **Udaipur** for procurement of **M/s** In response to their notice inviting Bids No.....DatedI/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

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

Signature of Bidder with Seal

Date:
Place:

Name:
Designation:
Address:

Annexure-‘C’

GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

The designation and address of the First Appellate Authority is

The designation and address of the Second Appellate Authority is.....

1. Filling an appeal:-

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

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

Provided further that in case a procuring entity evaluates the technical bids before the opening of the financial Bids, and appeal related to the matter of financial Bids may be filed only by a bidder whose technical Bid is found to be acceptable.

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

3. If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective bidder or the procuring entity, as the case may be may file a second appeal to second Appellate Authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

4. Appeal not to lie in certain cases:-

No appeal will lie against any decision of the procuring entity relating to the following matters, namely:-

- (a) Determination of need of procurement;
- (b) Provision limiting participating of bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of procurement process;
- (e) Applicability of the provisions of confidentiality

5. Form of Appeal:-

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

6. Fee for filling appeal

- (a) Fee for first appeal will be rupees two thousand five hundred and for second appeal will be rupees ten thousand, which will non-refundable.
- (b) The fee will be paid in the form of bank demand draft or banker's cheque of Scheduled Bank in India payable in the name of Appellate Authority concerned.

7. Procedure for disposal of appeal:-

- (a) The First Appellate Authority or Second Appellate Authority, as the case maybe, upon filing of appeal, will issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, will,-
- (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned will pass an order in writing and provide the copy of order to the parties free of cost.
- (d) The order passed under sub-clause © above will be place on the State Public Procurement Portal.

Date:
Place

Signature of Bidder with Seal
Name:
Designation:
Address:

FORM No. 1
[See rule 83]

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

Appeal No.of.....

Before the(First/Second Appellate Authority)

1. Particulars of Appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent (s)

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:

.....
.....
.....

(supported by an affidavit)

7. Prayer :

.....
.....
.....

Place.....

Date.....

Appellant's Signature

Annexure-‘D’

ADDITIONAL CONDITIONS OF CONTRACT

1. Correction of Arithmetic Errors:-

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

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

If the bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid will be disqualified and its Bid security will be forfeited or its Bid securing declaration will be executed.

2. Procuring Entity's Right to Vary Quantities

The quantity mentioned in the Bid is the minimum approximate quantity that the bidder will have to compulsorily supply to specified destination.

- (a) At the time of award of contract, the quantity of Goods, works or service originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit process or other terms and conditions of the Bid and the conditions of contract.
- (b) If the procuring Entity does not procure any subject matter of procurement or procure less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- (c) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity will not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the Procuring Entity will be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred will be recovered from the supplier.

3. DIVIDING QUANTITIES AMONG MORE THAN ONE BIDDER AT THE TIME OF AWARD (IN CASE OF PROCUREMENT OF GOODS):-

As a general rule all the supply will be taken from successful bidder, whose Bid is accepted, However, when it is considered that the quantity of the subject matter of supply to be supplied is very large and it may not be in the capacity of the bidder, whose Bid is accepted to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose Bid is accepted and the second lowest bidder or even more bidders, in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose Bid is accepted.

Date:
Place:

Signature of Bidder with Seal
Name:
Designation:
Address:

Annexure 16: FORMAT OF ATTENDANCE AND FEEDBACK

(To be verified by devasthan department representative /official)

1. अनुरक्षक का नाम:- पद:-

2. तीर्थ स्थल का नाम:- यात्रा अवधि:-

नोट:- व्यवस्था अच्छी हो तो नीचे कॉलम में सामान्य/सन्तोषजनक/बहुत अच्छी लिखें

क्र० सं०	यात्री का नाम/उम्र/श्रेणी	टिकिट नं.	यात्रीयों का फीडबैक			हस्ताक्षर यात्री
			नाश्ता एवं भोजन पानी	आवास व्यवस्था	बस व्यवस्था	

हस्ताक्षर
अनुरक्षक

हस्ताक्षर
सेवा प्रदाता

प्रमाणित
सहायक आयुक्त
देवस्थान विभाग

Note:- This can be made ONLINE subsequently.