

**E-BID FOR**  
**HOT AIR BALLOONING ACTIVITY FOR**  
**TOURISTS FROM THE CAR PARK AREA AND**  
**MAOTA LAKE AREA**  
**AT**  
**AMBER FORT, JAIPUR**



## **Terms and condition for participating in tender for Hot Air Ballooning from the Car Park area and Maota Lake area at Amber Fort, Jaipur**

### **Instructions to bidders:**

The Department of Archaeology and Museums is desirous of re-introducing Hot Air Ballooning services from Amber Fort, Jaipur. Amber Fort is the Heritage Tourist Site with highest footfall in the state. This tourist site is visited by approx 17.67 lacs Indian & Foreign Tourists in a year. Online Proposals are invited to select a suitable agency to provide Hot Air Ballooning Service from companies/firms which are engaged in operating of services & registered under Civil Aviation Rules and interested in operating of these services.

It is noteworthy that Hot Air Ballooning activity had been operational at this site till recently and was quite popular. Department of Tourism, Government of Rajasthan is consistently promoting the activity in its campaigns.

Bids are to be submitted duly digitally signed in electronic format only on the website <http://eproc.rajasthan.gov.in>. The Bid documents may be downloaded from above mentioned website:-

1. To participate in online bidding process, bidders must register on <http://eproc.rajasthan.gov.in> (Bidders already registered <http://eproc.rajasthan.gov.in> before 30.9.11 must register again).
2. To participate in online bidding process, bidders must have procured a Digital Signature Certificate as per Information Technology Act-2000, using which they can digitally sign their bids. Bidders can procure the same from any Controller of Certifying Authorities (CCA) approved certifying agency. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Bidders are also advised to refer "Bidders Manual Kit" available at e-procurement website for further details about the e-tendering process. Department shall not be responsible for any kind of problem faced by the Bidders during uploading the Bid.
3. Bid (Technical Bid and Financial Bid) submitted/uploaded on <http://eproc.rajasthan.gov.in> shall be digitally signed with DSC of the authorised signatory, otherwise the same shall not be considered.
4. All the schedules annexed with the bid document should be duly filled. Before uploading the bid, Bidders are advised to ensure that scanned copies of the schedules



annexed with the bid document, all the relevant documents have been enclosed alongwith the bid document.

5. At any time prior to the bid due date, Department may modify the terms & conditions of the bid document. Such modification shall be notified on <http://museumsrajasthan.gov.in>, <http://eproc.rajasthan.gov.in> and <http://sppp.rajasthan.gov.in>. Such modification shall become the part of the bid document. Any claim regarding non-receipt of such modification by the bidder shall not be entertained.
6. Last date of downloading of bid document is 30.10.2017 upto 5.00 PM and last date of submission of bid at e-proc website is 31.10.2017 upto 12.30 PM Technical bid will be opened on dated 31.10.2017 At 3.30 PM in this office before the bidders/their authorised representative, who wish to present. Bids received incomplete/late/delayed shall not be considered.
7. The bid fee of Rs. 500/- & bid security of Rs. 24,000/- in the form of DD/Bankers cheque in favour of Director, Archaeology & Museum Department, Rajasthan Jaipur and Bid processing fee of Rs. 500/- in form of DD/Bankers Cheque in favour of M.D. R.I.S.L., Jaipur should be deposited till 5.00 PM of 30.10.2017 in this office, otherwise Bid shall not be considered.
8. Bidder shall furnish correct, true and complete information in its bid form and annexure. If it is found at any stage that the information so furnished is not complete and true and/or any significant information has been knowingly suppressed the Director, Archaeology & Museums will have the right to reject the bid/terminate the contract at any time without any notice or compensation.

9. **Eligibility**

1. The bidder may be a company/firm/individual or a consortium of Company/Firm/Individuals engaged in Hot Air Ballooning for more than one year. (The bidders should submit the supporting documents to prove their experiences.)
2. The bidder should have average annual turnover of minimum Rs. 10.00 lakh during last 3 year. (The bidder's turnover should be duly authenticated and attested by a qualified Chartered Accountant).
3. The firm should have positive Net Worth.
4. Bidder shall be duly authorised by DGCA or any competent authority under prevalent rules to operate the Hot Air Balloons.

Above eligibility criteria can be fulfilled either by the bidder at its own or alongwith consortium partners.

10. **Bid Process-**

The application will have to be submitted separately in two parts i.e. Part (A) and Part (B).

**Part –A (Technical Bid)** : Part – A (Technical Bid) will contain the documented proof of company's capability in the field.

The technical bid duly filled in the annexed format must be supplemented with the Copy of PAN card, Latest VAT Clearance, GST Registration, Annual turnover certificate, Registration copy of company/firm, other Credentials in support of experience and authorization along with the details.


Technical bid shall contain the Firm's detailed Balance Sheet, P&L statement for the last 3 financial year. Firm should attach the documents of turnover duly authenticated and attested by the qualified CA.

Scanned copies of DD for bid security, bid fees, bid processing fee shall be uploaded along with the technical bid.

**Part –B (Financial Bid)**: Part B (Financial) will contain only the financial bid. Bidder may quote any amount higher than the minimum license fee (Rs. 2,000/- per flight + taxes as applicable) prescribed by the Department as license fee. Financial Proposals of those bidders, who are found technically qualified will be opened in the presence of the qualified bidders. Department will intimate the date and time of opening of the financial proposals on the website: <http://museumsrajasthan.gov.in>, <http://eproc.rajasthan.gov.in>, <http://sppp.rajasthan.gov.in>.

**Financial bid has to be uploaded separately only in the form of Excel sheet. It should not be uploaded alongwith the Technical bid.**

11. **Terms and Conditions to the bid-**

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1. Complete details about the bidder including experience etc., along with details of their experience in this field, should be attached including all the enclosures/testimonials/documents/photographs etc., as detailed under the eligibility conditions. Department may ask for presentation before the committee on the experience and safe operation of service by the company.
  2. The minimum License fee to provide Hot Air Ballooning Service is Rs. 2,000/- per flight + taxes as applicable per flight. Bidder may quote higher rate than the minimum License fees.
  3. The license fee alongwith details of flights (including log book) shall be deposited by the successful bidder on monthly basis by 7<sup>th</sup> of successive month, failing which interest @ 18% per annum will be charged. The 7 day's grace period is admissible only when the licensee fees has been deposited by 7<sup>th</sup> of successive month otherwise interest shall be charged from first day of successive month.

4. The bidder will be required to obtain necessary approvals/clearances/coordination for the flights from Air Ports Authority of India, State Authorities/Ministry of Defence, and ATC Units or any other authority as per Civil aviation rules and guidelines.
5. The performance security @ 5% of the contract value in the form of demand draft in favor of Director, Archaeology & museums Rajasthan Jaipur shall be deposited at the time of execution of the agreement. Performance Security shall be returned after satisfactory completion of the agreement period. Department is not liable to pay any interest on performance security amount.
6. If bidder fails to operate the Hot Air Ballooning Service in prescribed period then performance security will be forfeited. As regards reason for non-operation, the case shall be disposed of on merits by the Director, Archaeology and Museums.
7. The successful bidder shall be free to determine the rate of Hot Air Ballooning under intimation to the department. The rate so determined shall have to be clearly displayed on notice board at the designated place, if provided by the department.
8. Any misconduct of the successful bidder, if proven, may on its discretion, department may terminate the services of the firm, without any prior notice.
9. The bidder shall not transfer or sublet the assigned work /services.
10. The bid security taken from a successful bidder shall be forfeited, if the successful bidder does not execute the agreement or does not deposit the Performance Security Amount within the specified period in the work order.
11. The successful bidder will be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.
12. Successful bidder shall have to submit police verification report within a month of all the employees deployed to run and supervise the Hot Air Ballooning service.
13. No person other than those intimated to this department along with their police verification shall be engaged in the operation of Hot Air Ballooning Service.
14. The successful bidder/ licensee shall strictly adhere to the provisions of **The Rajasthan Monuments, Archaeological Sites and Antiquities Act, 1961** and **The Rajasthan Monuments, Archaeological Sites and Antiquities Rules, 1968** and any other orders, circulars, as notified by the Department of Archaeology & Museum, Government of Rajasthan and as amended from time to time.
15. Any firm who is already operating/has operated any licensed activity in any museum or monument which are under the control of the department shall have to furnish a "No Dues Certificate" from the concerned Superintendent/Curator alongwith the technical bid, failing which bid will not be considered.

12. **Process of Selection and evaluation of the Technical & Financial Bid**

The bidders found technically qualified and have successful presentation before the committee (if required) and one who has proposed to give the highest license fee to the department will be selected to provide Hot Air Ballooning Service at the Monument.

13. **Other Terms & Conditions**

1. Department will take no liability of the employees to be engaged for the operation and management of Hot Air Ballooning Service. The terms and conditions has to be followed strictly, failing which the operational agreement will be cancelled. The term of contract for operation of service will be for 5 years only which may be renewed for another five years on same terms and conditions. The Department reserves the right to enter into a fresh contract by way of open bid or other suitable method and not to extend this contract. The operational agreement may be cancelled by issuing three month prior notice from either end.
2. All expenditures on procurement, operation, maintenance etc. of the "Hot Air Ballooning Service" shall be borne by the successful bidder/ licensee. No payment will be made by Department and all the liabilities of taxes/ levies *etc* shall be borne by the successful bidder.
3. Department will only provide the space for take offs of Hot Air Balloon service at Car Park area and Maota Lake area. No other responsibility will be taken by the department.
4. An Agreement will be signed between the successful bidder and the Director, A&M or his representative on a non-judicial stamp of specified value at bidders cost.
5. The bidder will solely be responsible for planning and executing the events for the tourists and adventure lovers at the same time adhering to all Prevalent safety and security norms making it safe for passengers. The department will under no circumstances bear any cost arising out of any claim related to any accident, loss of life or equipment, malfunctioning of the balloons or natural calamity during the course of flight.
6. The firm should have requisite AOP as issued by Civil Aviation Authorities for balloons.
7. The firm will have to obtain necessary permits from requisite authorities as required for providing Hot Air Ballooning service.



8. Director, Archaeology & Museums reserves the right, without any obligation or liability, to accept or reject any or all of the proposals at any stage of the process, to cancel or modify the process, or any part thereof, or to vary any of the terms and conditions at any time, without assigning any reasons whatsoever.
9. The balloons should have valid Airworthiness Review Certificates.
10. The flights must be flown as per the guidelines of ATC. The balloons should be equipped with appropriate radio receiver communication facilities with the nearest ATC Units.
11. The balloons are required to be flown by well trained, experienced and valid license holder Pilots.
12. The ground crew handling the job should also be highly trained and experienced.
13. Department of Archaeology and Museums, (Director, A&M) reserves all rights to terminate the contract at any level in case of non-satisfactory performance and violation of any of the Terms and Conditions of the contract. The contract may be terminated by Director, A&M at any time without prior notice, in case of any urgency.
14. As the contract is likely to endure for a period of more than 3 years therefore Government of Rajasthan has an unconditional power of revocation or cancellation at any time on the expiring of 3 month notice to that effect.
15. Department of Archaeology & Museums reserves the right to engage in parallel one or more other firms, if and when required, through separate tenders to provide similar service at the same or higher licence fee.
16. All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction of Jaipur only.
17. The provisions related to labour law/Act and other laws/rules in force shall be applicable. Bidder shall be responsible for compliance/to abide with the provision laid down in the relevant Acts/Rules.
18. Applicant will ensure that there is no inconvenience to the public and to the tourists.
19. The damage at the location, if any will be borne by successful bidder to the discretion of the department and will be punishable as per **The Rajasthan Monuments, Archaeological Sites and Antiquities Act, 1961** and **The Rajasthan Monuments, Archaeological Sites and Antiquities Rules, 1968** and any other orders, circulars, as notified by the Department of A&M, Government of Rajasthan and as amended from time to time.

20. The applicant shall ensure that any sort of garbage/materials will not be spilled in and around the monuments/museums.
21. It shall be the responsibility of the licensee to obtain No objection certificate or other permission required for operation of permitted use from Govt./Local authorities. The licensee shall not organise any activity/event without obtaining all necessary clearance from all the concerned authorities.
22. Any other permission that may be required has to be taken directly by the applicant.
23. All flights including the passengers on board should be insured.
24. Where specific terms and conditions have not been spelt out in tender document, provision of RTPP Act 2012 and RTPP Rules 2013 shall apply for the purpose of this bid.

Prior to submission of bid, a potential bidder may visit the site on any working day with a prior intimation to the official detailed below. For any further details, the following official may be contacted –

**Superintendent, Amber Fort – 0141- 2530293 (Office.)**

**14. Any person participating in a procurement process shall-**

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.
- (b) Not misrepresent or omit that 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 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 party or to its property to influence the procurement process.
- (f) Not obstruct any investigation or audit of a procurement process.
- (g) Disclose conflict or interest if any and
- (h) Disclose any previous transgressions with any entity in india or any other country during the last three years or any debarment by any other procuring entity.



### **15. 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.

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) Have controlling partners/shareholders in common or
  - (b) Receive or have received any direct or indirect subsidy from any of them
  - (c) Have the same legal representative for purposes of the bid
  - (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 decisions of the procuring entity regarding the bidding process
  - (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 participation as bidder in more than one bid
  - (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.
  - (g) 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
16. Grievance redressal during procurement process shall be as per annexure-C of RTPP rules. The first appellate authority is Director, Archaeology and Museum and second appellate authority is A.C.S. Art and culture.

Director, Archaeology & Museum, Rajasthan, Jaipur will have the right to cancel/postpone/extend/modify this EoI, thus published, without showing any cause to anyone. However, any communication related to cancellation/ postponement/ extension/modification will be published on the official websites : [www.museumsrajasthan.gov.in](http://www.museumsrajasthan.gov.in), <http://eproc.rajasthan.gov.in> and <http://sppp.raj.nic.in>

  
**Director,**  
**Archaeology & Museum Department,**  
**Rajasthan, Jaipur**

## Declaration by the Bidder

In relation to my/our Bid submitted to .....for procurement of  
..... in response to their Notice inviting Bid No.  
..... Date ..... I/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 or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
- 5- I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document which materially affects fair competition.

Date :

Place :

Signature of bidder

Name :

Designation:

Address:



**OFFER FORM  
PART - I**

**Technical offer for Hot Air Baloon take offs from the Car Park area  
and Maota Lake area at Amber Fort, Jaipur**

1. Name of Company/Firm.....
2. Address & Contact Numbers.....
  - (a) Registered Office:.....
  - (b) Local Office:.....
  - (c) Registration No. of Applicant Firm:.....
  - (d) Email & Mobile :-.....
  - (e) PAN NO.:.....
3. Details of Bid security deposited :
  - (a) Amount deposited -----
  - (b) Draft No/cash receipt no .....
4. Detail of Turnover during last year :-

S.No.	Particulars	Year	Amount in Lakhs	Page no. of referred document submitted	Remarks
1	Turnover	2014-15			
		2015-16			
		2016-17			
		Total			
		Average turn-over per year			
2	Net worth	2016-17			

4. Detail of Experience:-

S.No.	Particulars of Places where such operations are/were in place	No. of Years (Bidder Experience)	Duration from - to	Page no. of referred document submitted	Remarks
1.					
2.					
3.					

**Note:-** Bidder's Turnover and Net worth documents should be duly attested and certified by a qualified Chartered Accountant.

The information furnished above is true to the best of my knowledge. The terms and conditions of the offer document have been read and understood by the undersigned and a signed copy of the same is enclosed as confirmation.

Date:



(Signature of authorized signatory)  
Name & Designation  
Seal of Company

(Attach copy of Audited Balance sheet of last 3 years)