

Government of Rajasthan
Department of Archaeology and Museums
Ram Niwas Garden, Jaipur

Terms and conditions for participating in Bid for setting up of Foreign Currency Exchange Desk at Amber Palace, Amber & Jantar Mantar, Jaipur.

The Department of Archaeology and Museums invites Bid for establishing Foreign Currency Exchange desk at Amber Palace, Amber & Jantar Mantar, Jaipur from reputed banks/financial organizations/Companies/Govt. entities/Authorized Agencies engaged in business of foreign currency exchange and facilities (related to Forex). Interested firms, having presence in Rajasthan and complying with all RBI Guidelines, may respond to this Bid in sealed envelopes to the Director, Archaeology & Museums, Jaipur in 2 separately sealed envelopes, one marked Part "A" (Technical Bid) & the other marked Part "B" (Financial Bid)

1- The bid document can be purchased from the office of the Director, Archaeology and Museums, Rajasthan Jaipur, till 23.03.2017 on any working day after depositing the bid fee amounting of Rs. 500/- in form of cash/D.D. Bid form can be downloaded from website <http://museumsrajasthan.gov.in> or <http://sppp.rajasthan.gov.in>. In case of downloading bid form from website bidder has to enclose D.D./Banker cheque worth Rs. 500/- along with the Technical bid, otherwise tender shall not be considered. Last date and time of submission of bid is 24.03.2017 upto 2.00 PM. Technical bid will be opened at 3.00 PM on 24.03.2017 in presence of bidders or their authorized representatives, who wish to be present. In case a holiday is declared on the date of submission/opening of Technical bid, then the bid can be submitted/opened on next working day upto the time mentioned above.

2. Eligibility

2.1 The bidder shall be a reputed bank/financial organization/Govt. entities/Authorized Agency who is engaged in business of foreign currency exchange and facilities (related to Forex).

2.2 The bidder should have an average annual turnover of minimum Rs. 15.00 lakhs over the period of last 3 years. (The bidder's turnover should be duly authenticated and attested by a qualified Chartered Accountant).

2.3 The bidder should have a networth of minimum Rs. 15.00 lakhs (The bidder's networth should be duly authenticated and attested by a qualified Chartered Accountant)

2.4 The bidder should have at least 3 years experience in the field of currency exchange. (The bidder should submit the supporting documents to prove their experience)

3- Bid Process-

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

3.1 - Part -A (Technical Bid) : Part - A (Technical Bid) will contain the documented proof of Agency/entities capability in the field.

The technical bid duly filled in the annexed format must be supplemented with the Copy of PAN card, Service Tax Registration, Annual turnover certificate, Registration copy of company/firm, Net worth certificate, other Credentials in support of work experience and the details.



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

The Bid fees Rs. 500/- and Bid security of Rs. 7500/- for each monument (Amber palace and Jantar Mantar, Jaipur) is required to be deposited in form of D.D./banker cheque in favour of Director, Archaeology and Museums, Rajasthan Jaipur. (Bid security Rs. 15000/- if participating for Amber Palace and Jantar Mantar both)

D.D./banker cheque of Bid security/Bid fees shall be enclosed along with the technical bid, failing which Bid will not be Considered

3.2 - Part -B (Financial Bid): Part B (Financial) will contain only the financial bid. Minimum License fee for foreign currency exchange counter is Rs. 5000/- per month for each Monument. Bidder may quote any amount higher than the minimum license fees prescribed by department. The license fee shall be increased by 10% every year over & above that of the previous year. Financial Proposals of the 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://sppp.rajasthan.gov.in>

4. 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, A&M will have the right to reject the bid/ terminate the contract at any time without any notice or compensation.

5. Responsibilities/Liabilities of the Licensee.

- The entire cost of the staff engaged and the recurring cost shall be borne by the licensee.
- All type of taxes will be borne by the licensee himself.
- All licenses/regulatory clearances shall be the responsibility of licensee.
- License fee will be feature of the agreement and offer indicated as per the financial bid (Part II).
- The payment of licensee fee will be done on monthly basis.
- License fee will be deposited before the 10th day of every month, failing which 18% interest per annum will be charged. Failing to deposit license fees by the 10th day will make the licensee Liable for the interest payment from the 1st day of the month.
- The Licensee will place sign boards and rate list for Foreign Currency exchange at his own cost after due approval of Director, Archaeology and Museums, Rajasthan Jaipur.
- The Licensee will not alter/deface any of the permanent structures, or part thereof.
- Timing of outlet will be as per monument timing.

- The operational agreement may be cancelled by issuing three month prior notice from either end.
- The Licensee will bear the expenses of electricity and other charges required for operating the foreign currency exchange desk. The licensee will deposit these charges on monthly basis along with license fee.
- Department will provide the space to operate the foreign currency exchange desk. The space should be used only for above purpose.

6. Duration of Agreement

- Initially, the contract of such operation will be executed for 5 years only, which may be renewed for another five years on the same Terms & conditions. The department reserves right to enter into a fresh contract by way of open bid or other suitable method and not to extend this contract.

7. Termination of the Agreement

- In case of any legal infringement, this agreement shall stand terminated with immediate effect.
- Violation of any of the terms of the agreement may result in termination of this contract, after giving a reasonable opportunity to the licensee of being heard.

8. Performance Security

- The licensee shall deposit a performance security amount equivalent to 10% of licensee fee of sixty months in the form of FDR/Demand draft/Bank Guarantee drawn in favour of Director, Archaeology & Museums, Rajasthan, Jaipur at the time of execution of agreement. Bid security may be adjusted against performance security on request. Performance security shall be returned after satisfactory completion of the agreement period. Department is not liable to pay any interest on performance security amount. The bid security deposited by the successful bidder shall be forfeited, if the successful bidder does not execute the agreement or does not deposit the performance security within the specified period mentioned in the work order.

9. Resolution of Disputes

Any legal disputes arising out of the Agreement shall be subject to the jurisdiction of the civil courts in Jaipur.

10. 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.

11 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 oth 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 on 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

12. 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.

13. Miscellaneous

- The licensee would be responsible for all-legal and administrative procedures and compliances for the day to day operations.
- The licensee shall indemnify Director of all the financial losses that it may incur by virtue or any legal default/infringement.
- The licensee shall ensure uninterrupted services at and from the licensed area during the specified working hours.
- The licensee shall ensure compliance of all provisions of the Rajasthan Monuments, Archaeological sites and Antiquities Act, 1961 and Rules, 1968 made there under.
- The licensee shall execute an agreement on non-judicial stamp paper of specified value at its cost within a period specified by department or as per Rules in writing with, Director, Archaeology & Museums, Rajasthan, Jaipur incorporating the above terms & conditions, before taking possession of the specified monuments. In case of successful Bidder not execute the agreement in specified period Bid Security shall stands forfeited.
- In regard to any dispute arising out of these tender conditions, the decision of the Director, Archaeology and Museums, Rajasthan Jaipur shall be final.
- The Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules, 2013 will be applicable for this bid.

I have read the above terms and conditions and after fully understanding them agree to abide by term in case I am awarded the contract.

Signature of Authorized signatory
Name of Bidder:
Date



Government of Rajasthan
Department of Archaeology and Museums
Ram Niwas Garden, Jaipur
(Phone 0141-5190400, Email-dirarch_raj@rediffmail.com)

Bid Form

1. Name or work-----

2. Name and full postal address of the firm-----

3. Reference: Bid No-----
4. (i). The Bid fee amounting to Rs. 500/- in cash /DD No. ----- Dated-----
-----In favour of Director, Archaeology & Museums, Rajasthan, Jaipur.
5. (ii). The Bid security Rs..... has been deposited vide Draft
No./Banker Cheque No./Demand Draft No..... Dated..... in
favour of Director, Archaeology & Museums, Rajasthan, Jaipur.
6. We agree to abide by all conditions mentioned in Bid notice issued by the
Director, Archaeology & Museums, Rajasthan, Jaipur and also the
conditions of the Said Bid notice given in the attached sheets (all the pages
of which have been signed by me in token of our acceptance of the terms
mentioned thereby)


Director

Accepted

Signature of the Bidder

Declaration by the Bidder

In relation to my/our Bid submitted tofor 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 :

Signature of bidder

Place :

Name :

Designation:

Address:



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PART-A

**Technical Offer for setting up a Foreign Currency Exchange Desk at Amber Palace,
 Amber & Jantar Mantar, Jaipur**

1. Name of Company/Firm-----
2. Address & Contact Nos-----
 - (a) Registered Office-----
 - (b) Local office-----
 - (c) Email-Mobile-----
 - (d) PAN No.-----
3. Details of bid security deposited:
 - (a) Amount deposited Rs.-----
 - (b) Draft No/cash receipt no-----
4. Details of average annual turnover and net worth of bidder/company/firm:-

S.No.	Particulars	Year	Amount in Lacs	Page no of referred document submitted	Remarks
1	Turnover	2013-14			
		2014-15			
		2015-16			
		Total			
		Average turnover per year			
2	Net worth	2015-16			

5. Details of Experience:-

S.No.	Particulars	No. of Years (bidder's experience)	Page no. of referred document submitted	Remarks
1				
2				

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.

(Signature of authorized signatory)

Name & Designation

Seal of Company

Date:

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



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PART-B

Financial Proposal for setting up Foreign Currency Exchange Desk at Amber Palace, Amber & Jantar Mantar, Jaipur

FINANCIAL BID

1. Name of Company /Firm-----
2. Address & contact No. -----

3. Registered Office-----
4. Local office-----
5. Email-Mobile-----
6. PAN No.-----
7. Proposed Financial offer:- We agree to pay Director, Archaeology & Museums, Rajasthan, Jaipur as license fees on Monthly basis.
(a) For Amber Palace, Amber a sum of Rs. -----(In words) -----
(b) For Jantar Mantar, Jaipur a sum of Rs. -----(In words) -----
- Service Tax applicable as per Rules for setting up a Foreign Currency Exchange Desk at Amber Palace & Jantar Mantar will be borne by us.
8. License fees will be increased by 10% every year over & above that of the previous year.

The information furnished above is true to the best of my knowledge.



(Signature of authorized signatory)

Name & Designation

Seal of Company