

**E-BID TO
SET UP AND RUN SOUVENIR SHOPS
AT
VARIOUS MUSEUMS**

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Terms and Conditions -

1. बिड में भाग लेने वाले बिडर्स को इन्टरनेट साईट <http://eproc.rajasthan.gov.in> पर रजिस्टर करवाना होगा। ऑनलाइन बिड में भाग लेने के लिए डिजिटल सिग्नेचर सर्टिफिकेट इन्फोरमेशन टेक्नोलॉजी एक्ट-2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक बिड में हस्ताक्षर करने हेतु काम आयेगा। बिडर्स उपरोक्त डिजिटल सिग्नेचर सर्टिफिकेट सी.सी.ए. (CCA) द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन बिडर्स के पास पूर्व में वैद्य डिजिटल सिग्नेचर सर्टिफिकेट है, नया डिजिटल सिग्नेचर सर्टिफिकेट लेने की आवश्यकता नहीं है।
2. बिडर्स को बिड प्रपत्र इलेक्ट्रॉनिक फोरमेट में उपरोक्त वेबसाईट पर डिजिटल हस्ताक्षर के साथ प्रस्तुत करना होगा। जिनके प्रस्ताव डिजिटल हस्ताक्षर के साथ नहीं होंगे उनके प्रस्ताव स्वीकार नहीं किये जायेंगे।
3. इलेक्ट्रॉनिक बिड प्रपत्र को जमा करवाने से पूर्व बिडर्स यह सुनिश्चित कर लें कि बिड प्रपत्र से संबंधित सभी आवश्यक दस्तावेजों की स्कैन कॉपी बिड प्रपत्रों के साथ संलग्न कर दी गयी है।
4. किसी बिडर द्वारा यदि इलेक्ट्रॉनिक बिड प्रपत्र जमा करवाने में देरी हो जाती है तो उसके लिए यह विभाग जिम्मेदार नहीं होगा।
5. बिड प्रपत्र की सभी सूचियों को सम्पूर्ण रूप से भरकर ऑनलाइन अपलोड करें।
6. ऑनलाइन बिड भरते समय सम्बन्धित निर्देशों का पालन नहीं करने के परिणामस्वरूप bid प्रक्रिया में उत्पन्न किसी भी प्रकार की बाधा के लिए यह विभाग जिम्मेदार नहीं होगा।
7. बिड में संशोधन, निविदा जारी करने के उपरान्त वेबसाईट <http://eproc.rajasthan.gov.in>, <http://museumsrajasthan.gov.in> एवं <http://sppp.rajasthan.gov.in> वेबसाईट पर ही जारी किये जायेंगे। बिडर्स द्वारा वेब (ई-मेल) पर संशोधन/स्पष्टीकरणों को प्राप्त नहीं करने के सम्बन्ध में किसी भी दावे को स्वीकार नहीं किया जायेगा।
8. This E-Bid has been floated to select suitable agency or Firm to set up and run souvenir shops at Bikaner, Jodhpur, Ajmer, Chittorgarh, Kota, Jhalawar and Bharatpur Museum. The items which will be sold from the souvenir shops will preferably have its essential relation with the museum or history/art/craft/architecture/folk life etc. and all such items which are locally produced in Rajasthan and known all over for their quality and workmanship. (The mentioned items are indicative only and not exhaustive) The Firm can source the material from the vendors, but the final approval of the identified merchandize would be done by the Committee.
9. **Eligibility**
 1. The Applicant Firm should have an average annual turnover of minimum Rs. 10 Lacs during last 3 years (The Firm's turnover should be duly authenticated and attested by a qualified Chartered Accountant.)
 2. The Applicant Firm and/or Proprietor should have the networth of Rs. 50 Lacs. (as on 31 March, 2016) (The Firm's networth should be duly authenticated and attested by a qualified Chartered Accountant.)
 3. The Applicant should have an experience of running souvenir shops for more than five years. (The Firm should submit the supporting documents to prove their experience.)
 4. The Applicant Firm must have extensive knowledge of local merchandize.



10. Mode of Application

The Process of Selection will be a two stage bidding process i.e. Technical Bid and Financial Bid.

Part- I (Technical Bid) : Part I (Technical bid) will contain the Firm's detailed balance sheet, P&L statement for the last 3 years. Firm should attach the documents of turnover and net worth duly authenticated and attested by the qualified CA.

Part I (Technical bid) will also contain the list of items proposed to be sold at Souvenir Shop and the source of their procurement. The applicant agency must also enclose the Copy of PAN card, VAT/Tax Clearance Certificates, GST registration other Credentials in support of work experience and the details of the agency in this part. The technical bid should be filed in the format placed as Part-'I'.

Part – II (Financial Bid) : Part II (Financial bid) will contain only the financial bid in the format enclosed as Part – 'II'. **Financial bid has to be uploaded separately in Excel Sheet. It should not be uploaded along with Technical Bid.**

11. Process of Evaluation of the Technical Competency

The criteria for evaluation of Technical Bids is given as following:-

Evaluation of Technical Bids

Bidders fulfilling turnover and net worth criteria shall be evaluated all following basis:-

S.No.	Suggested Marking System	Marks	Marks Scored
	Technical Offer Evaluation	-	-
1	No. of years of experience (i) 5 years – 19 Marks (ii) Every additional year – 1 Mark	25	-
2	Average Annual turnover of last 3 years (i) Rs. 10 Lacs - 19 Marks (ii) Every additional 10 lakhs – 1 Mark	25	-
3	Net worth (i) Rs. 50 Lacs - 19 Marks (ii) Every additional 10 Lakhs – 1 Mark	25	-
4	Presentation on the plan for the shop (The committee will award marks on the basis of variety of items to be placed in the Amber Palace shop, their aesthetic appearance, bidder's knowledge about local merchandize and other appropriate criteria.)	25	-
	Total Marks for Technical Evaluation	100	

After Evaluation of Technical bids for S.No. 1 to 3 above the Bidders will be asked for a presentation on their plans for establishing the Amber Palace shop. Date of the same will be intimated separately.

Financial Proposals of only those firms found technically qualified will be opened.

12. Process of Evaluation of the Financial Bid

The minimum License fee for setting up and running of souvenir shop will be Rs. 25,000/- per month for each museum. The bidder should propose the amount higher than the minimum license fee as prescribed by the Department. The License fee shall be increased by 10% every year over and above that of the previous year.

The Financial proposal will be evaluated on the basis of the amount the firm proposes to offer to the department.

13. Process of Selection and evaluation of the Technical & Financial Bid

The applicant/firm found technically qualified and one who has proposed to give the highest amount as License fee to the department for a particular museums will be selected for setting up and running the souvenir shop at the museum.

14. Other Terms & Conditions

1. Department will take no liability of the employees to be engaged for any purpose for the establishment of the Souvenir Shop. The terms and conditions and time schedule of museum has to be followed strictly, failing which the operational agreement will be cancelled. Initially, the contract of such operation will be executed for 5 years only, which may be renewed on the same Terms and Conditions by mutual consent of both the parties for another five years. The department of Archaeology and Museums 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. Agency will bear the expenses of electrical and other charges required for operation of the souvenir shop: Department will only provide the space to operate and run the shop. No other responsibility will be taken by the department.

2. Bidder must possess and submit a valid:



- b. Tax Deduction Account Number (TAN)
- c. VAT/ Sales Tax Registration Certificate along with the Sales Tax clearance certificate of the last year.
- d. GST registration certificate.

Scanned copy of above documents has to be uploaded along with Technical Bid.

3. No firms/ companies which have been blacklisted or debarred by any Central Govt./ State department/ Corporation/ Authority etc. will qualify to participate in the bidding process.
4. The bid shall bear the seal of the firm and signature of the authorized signatory holding valid power of attorney (Enclosed in original/ notary attested copy, alongwith the proposal).
5. Complete details about the bidder including experience etc., should be attached including all the enclosures/testimonials/documents/photographs etc., as mentioned under the eligibility conditions.
6. Agencies submitting proposal will not be permitted to alter or modify their bids after the submission thereof.
7. Bidder must ensure that all relevant scanned copies related to bid have been enclosed in electronic bid.
8. Department shall not be held responsible for any delay in submission of electronic bid.
9. An Agreement will be signed between the successful bidder and the Department of A&M on a non-judicial stamp of specified value at its cost.
10. All expenditures regarding the Souvenir Shop will be borne by the successful bidder. No payment will be made by Department.
11. The successful bidder will be required to provide all the services under the preview of this E-Bid as and when assigned by the Department.
12. Director, A&M 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 Director, A&M.



13. In case of delay or default in delivery of the services, Liquidated Damages (LD) as per the provisions of the General Finance and Accounts Rules (GF&AR) will apply on the firms.
14. Upon any misconduct of the successful bidder, if proven, department may terminate the services of the firm, without any prior notice.
15. The firm shall not transfer or sublet the assigned work /services.
16. 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 Security Amount within the period specified in the work order.
17. Department of Archaeology and Museums, (Director, A&M) reserves all right to terminate the contract at any level in case of non-satisfactory performance and violation of any Terms and Conditions of the contract. The contract may be terminated by Director, A&M at any time without prior notice.
18. As lease period is more than three years hence department reserves the right to repudiated the contract at any time without assigning any reason.
19. The Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules 2013 will be applicable for this bid.
20. Any firm which is already operating in any museum or monument which are under the control of this Department shall have to furnish a "No Dues Certificate" from the concerned Superintendent or Curator along with the tender document failing which their bid will not be considered.

15. **Submission of Application**

E-Bid may be downloaded and are to be submitted duly digitally signed in electronic format only on website <http://eproc.rajasthan.gov.in>.

Prior to submission of application, the applicant may visit the proposed venue/site on any day with a prior intimation. For any further details, the following official may be contacted—

Director, Archaeology and Museum, Rajasthan, Jaipur Contact No. 0141-5190400 (Office)

16. The performance security @ 5% of the contract value in the form of demand draft in favour of Director, Archaeology & Museum, Rajasthan, Jaipur should be deposited by the successful bidder before 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 Security Deposit amount.
17. In case, the successful bidder does not perform his due obligations as per the agreement, the deposited performance security amount (SD) will be forfeited and work will be carried out at his risk and cost.
18. The successful bidder has to deposit monthly license fee by 7th of every month in advance otherwise 18% interest per annum shall be levied.
19. Agreement should be executed on appropriate value of stamp paper before stipulated date of commencement.
20. All taxes are to be born by bidder.
21. **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.

22 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, drrectly 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 in 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
- 23 Grievance redserral during procurement process shall be as per annexure-C of RTPP rules. The first appellate authority is Deputy secy. to Govt., Art & Culture and second appellate authority is A.C.S. Art and culture.

Director, Archaeology & Museum, Rajasthan, Jaipur will enjoy 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 only be published in the official websites: www.museumsrajasthan.gov.in and sppp.rajasthan.gov.in.


Director
Archaeology & Museum Department,
Rajasthan, Jaipur

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 :

Place :



Signature of bidder

Name :

Designation:

Address:

**GOVERNMENT OF RAJASTHAN
ARCHAEOLOGY & MUSEUMS DEPARTMENT, RAJASTHAN, JAIPUR**

Bid Form

1. Name of Work
2. Name and full postal address of the firm
3. Reference : (Bid) No.....
4. The Bid fee amounting to Rs. 500/- DD No..... Dated..... in favour of Director, Archaeology & Museums, Rajasthan, Jaipur.
5. The earnest money Rs.-/- has been deposited vide Draft No./Banker Cheque No. dated..... in favour of Director, Archaeology & Museums, Rajasthan, Jaipur.
6. The Bid processing fee amounting to Rs. 500/- DD No..... Dated..... in favour of MD, RISL, Jaipur.
7. We agree to abide by all conditions mentioned in EoI 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
Archaeology & Museums, Rajasthan,
Jaipur

Accepted
Signature of the Tenderer

**OFFER FORM
PART – I (Technical Bid)**

Technical Offer to set up and run Souvenir Shop at following Museums

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.....
.....

(Mention Name)

1. Name of Company/Firm.....
2. Address & Contact Nos.....
 (a) Registered Office:.....
 (b) Local Office:.....
 (c) Registration No. of Applicant Firm:.....
 (d) Email-Mobile :-.....
 (e) PAN NO.:..... (PAN card should be attached)
 (f) Service Tax No. (Certificate should be attached)
 (g) GST registration No.
3. Details of Bid Security deposited :
 (a) Amount deposited Rs.....
 (b) Draft No/Cash receipt no.....
4. Detail of Turnover and Network in the following format :-

S.No.	Particulars	Year	Amount in Lakh	Page no. of referred document submitted	Remarks
1	Turnover	2013-14			
		2014-15			
		2015-16			
		Total			
		Average turn over per year			
2	Network	2015-16			

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

5. Detail of Experience – Running such establishment for more than 5 years.

S.No	Particulars	No. of Years (Bidder Experience)	Page no. of referred document submitted	Remarks
1				
2				

6. Details of Items proposed to be sold at souvenir shop and the source of their procurement (List to be enclosed).

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