

E-BID
FOR
MAINTENANCE AND UPKEEP
OF
PROTECTED MONUMENT
KULDHARA VILLAGE, JAISALMER
UNDER PUBLIC PRIVATE PARTNERSHIP



राजस्थान सरकार
कार्यालय निदेशक, पुरातत्व एवं संग्रहालय विभाग, राजस्थान, जयपुर

Instructions to bidders:

The Department of Archaeology and Museums is desirous for maintenance and upkeep of Kuldhara village situated in Jaisalmer District under PPP. Accordingly online proposals are invited to select a suitable firm/company/organizations having rich experience in the maintenance and upkeep of historical monuments/sites and interested in maintenance and upkeep of proposed site for maintenance and upkeep of Kuldhara strictly as per the requirement of Rajasthan Archaeological Sites and Antiquities Act 1961 & Rules 1968.

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 20.12.2017 upto 5.00 PM and last date of submission of bid at e-proc website is 21.12.2017 upto 2.30 PM Technical bid will be opened on dated 21.12.2017 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. 1000/- & bid security of Rs. 6.00 lakhs in the form of DD/Bankers cheque in favour of Director, Archaeology & Museum Department, Rajasthan Jaipur and Bid processing fee of Rs. 1000/- in form of DD/Bankers Cheque in favour of M.D. R.I.S.L., Jaipur should be deposited till 2.30 PM of 21.12.2017 in this office, otherwise Bid shall not be considered.
- 8-1 A Pre-Bid Conference shall be held on 23.11.2017 in order to clarify the provisions or requirements related to the bid document or any other related issue. All prospective Bidders may participate in the Pre-Bid Conference.
- 8.2 All queries to be raised at the Pre-Bid Conference should be submitted to the Authority in writing or by e-mail on or before 21.11.2017 Queries received after the aforesaid time limit may not be considered during the Pre-Bid Conference.
- 8.3 Attendance of Bidders in the Pre-Bid Conference is not mandatory. Subsequent to the meeting, the Authority shall prepare minutes of meeting containing the queries submitted by prospective bidders and its response, without identifying its source. The minutes of meeting shall be notified on www.eproc.rajasthan.gov.in or www.museumsrajasthan.gov.in or www.sppp.rajasthan.gov.in
- 8.4 Authority shall endeavor to respond the queries raised or clarification sought by the prospective Bidders. However, the Authority reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any query or to provide any clarification.
- 8.5 Verbal clarification and information given by the Authority or its employees or representatives/advisors/consultants shall not in any way or manner be binding on the Authority.
- 9.1 At any time prior to the Bid Due Date, the Authority may for any reason, whether on its own initiative or as a result of a response to a query received during Pre-Bid Conference, modify the RFP document/extend Bid due date by issuing an "Addendum". Any modification of the RFP document which may become necessary as a result of Pre-Bid Conference or otherwise shall be made by the Authority exclusively through the issue of Addendum.



- 9.2 Addendum shall be notified on www.eproc.rajasthan.gov.in or www.museumrajasthan.gov.in or www.sppp.rajasthan.gov.in. Such Addendum shall become part of the RFP document.
10. **Under PPP the department will authorise a Private Partner to:-**
- (i) Collect the entry fee from the visitors and vehicles. At present the Jaisalmer Vikas Samiti collects entry fee at the rate of Rs. 10/- per person and Rs. 50/- per vehicle. The entry fee may be decided by the authorisee in consultation with the department.
 - (ii) Run the cafeteria at the space designated for the same at the site.
 - (iii) Run the souvenir/museum shop.
 - (iv) To collect user charges from the toilet block.
 - (v) Providing facility of guide to the willing visitors and collect charges for the same.
 - (vi) Commercial use of cottages situated in the village for tourist accomodation.
 - (vii) Decide and collect charges for film/TV serials/documentry shooting and to grant permission for the same under intimation to Director, Archaeology & Museum and Superintendent, Archaeology & Museums Department, Jodhpur Circle, Jodhpur.
11. **Expectations from the private partner are :-**
- (i) To keep the entire premises clean including the walkway and other structures.
 - (ii) To maintain the monument/structures/remains in the present condition and to ensure that they may not be damaged.
 - (iii) Security arrangements at the site for protection of the site.
 - (iv) Not to carry out any alternation/modification/renovation at the site.
 - (v) To pay agreed amount to the Government on monthly basis.
12. The successful bidder shall be responsible for total maintenance and upkeeping of the site. All arrangement such as printing and sale of tickets, sanitation, cleaning, security, charges towards light & water shall be responsibility of successful bidder, for which no additional payment shall be made by the department.
13. All the charges collected through entrance tickets from visitors/shooting of films/running of cafeteria etc. shall be retained by the approved bidder.
14. The minimum license fee is Rs. 5.00 lacs plus taxes as applicable per month, which has to be deposited by the successful bidder on monthly basis. Bidder may quote any amount higher than the minimum license fee.
15. 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.

16. Eligibility

1. The bidder may be a company or firm or a consortium of Company/Firm engaged in maintenance & upkeep of historical monuments/sites.
2. The bidder should have an average annual turnover of minimum Rs. 10.00 Crore over the period of last 3 years. (The bidder's turnover should be duly authenticated and attested by a qualified Chartered Accountant).
3. The bidder should have a networth of minimum Rs. 5.00 Crore (The bidder's networth should be duly authenticated and attested by a qualified Chartered Accountant)

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

17. 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 bidder's capability in the field.

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

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 Bid) will contain only the financial offer. Bidder may quote any amount higher than the minimum license fee (Rs. 5.00 lacs) prescribed by the Department as license fee. 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://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.

18. Terms and Conditions to the bid-


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 maintenance & upkeep of the site.
2. The license fee shall be deposited by the successful bidder on monthly basis by 7th 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 7th of successive month otherwise interest shall be charged from first day of successive month.
3. The performance security @ 5% of the contract value in the form of D.D.in favour of Director, Archaeology & Museums Department, Rajasthan Jaipur shall be deposited at the time of execution of agreement period. Performance security shall be returned after satisfactory completion of the agreement period. Department is not liable to pay any interest on performance security amount.
4. Any misconduct of the successful bidder or it's employee/representative, if proven, may on its discretion, department may terminate the services of the firm, without any prior notice.
5. The bidder shall not transfer or sublet the assigned work /services.
6. 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.
7. The successful bidder will be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.
8. Successful bidder shall have to submit police verification report within a month of all the employees deployed to maintain and upkeep the site.
9. No person other than those intimated to this department along with their police verification shall be engaged at site.
10. The successful bidder/ licensee shall strictly adhere to the provisions of The Rajasthan Monuments, Archeological Sites and Antiquities Act, 1961 and The Rajasthan Monuments, Archeological 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.

19. Other Terms & Conditions

1. The term of contract for maintenance and upkeep of the site will be for 5 years only which may be renewed for another five years on same terms and conditions. The Department reserve 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 maintenance and upkeep of the site 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. An Agreement will be signed between the successful bidder and the Director, A&M on a non-judicial stamp of specified value at bidders cost.
 4. 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.
 5. 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.
 6. As the contract is likely to endure for a period of more then 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.
 7. 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.
 8. 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.

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



Curator Jaisalmer – 02992-251310 (Office.)

20. 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.

21. 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 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

21. Grievance redressal during procurement process shall be as per annexure-C of RTPP rules.

The first appellate authority is Dy. Secretary to Government, Art & Culture 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://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 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:

**OFFER FORM
PART - I**

**Technical offer for maintenance and upkeep of
Kuldhara - Jaisalmer**

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.:.....
 - (f) GST Registration No.....
3. Details of Bid security deposited :
 - (a) Amount deposited.....
 - (b) Draft No/cash receipt no
4. Detail of Turnover and Net worth in the following format :-

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.

- I do hereby confirm that the vehicles proposed to be deployed by me fulfils all the technical specifications desired in the bid

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)