

**E-BID TO
PROVIDE
SOUVENIR PHOTOGRAPHY SERVICE
AT
AMBER FORT/JANTAR-MANTAR/
ALBERT HALL/HAWAMAHAL and
NAHARGARH FORT**



**Terms and condition for participating in tender to provide Souvenir
Photography Service at Amber Fort/Jantar-Mantar/Albert Hall/
Hawamahal/Nahargarh Fort**

Instructions to bidders:

The Department of Archaeology and Museums is desirous of introducing Souvenir Photography Service at Amber Fort, Jantar-Mantar, Albert Hall, Hawamahal, and Nahargarh Fort. Accordingly Online Proposals are invited to select a suitable agency to provide Souvenir Photography Service from companies/firms which are engaged in operating/running of services & having rich experience in the field and interested in operating/running of these services.

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



6. Last date of downloading of bid document is 28.11.2017 upto 5.00 PM and last date of submission of bid at e-proc website is <http://eproc.rajasthan.gov.in> dated 29.11.2017 upto 12.30 PM Technical bid will be opened on dated 29.11.2017 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. 3.66 lakh 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 12.30 PM of 29.11.2017 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 Mural photography, Roving Photography and operating/ running of Souvenir Photography Services 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. All the equipments such as computer systems, LED screens, Printers and Camera's etc. required for Souvenir Photography should be in the name of bidder firm/company. (The bidder should submit the documentary evidence/Invoices of the equipments)

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, Service Tax Registration, GST Registration, Annual turnover certificate,

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. 2,50,000/-) 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.

11. 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 operation of service by the company.
2. The minimum License fee to provide Souvenir Photography Service is Rs. 2,50,000/- per month for Amber Fort, Albert Hall, Jantar-Mantar, Hawamahal and Nahargarh Fort. Bidder may quote higher rate than the minimum License fees.
3. 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.
4. The license fees shall be increased by 10% every year over & above that of the previous year.
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

6. If bidder fails to operate the Souvenir Photography 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 souvenir photography under intimation to the department. The rate so determined shall have to be clearly displayed on notice board at the designated place.
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 souvenir photography service.
13. No person other than those intimated to this department along with their police verification shall be engaged in the operation of Souvenir Photography Service at each monuments.
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 A&M, Government of Rajasthan and as amended from time to time.

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 Souvenir Photography Service at the Monuments.

13. Other Terms & Conditions

1. Department will take no liability of the employees to be engaged for the operation and management of Souvenir Photography Service. The terms and conditions and time schedule of monument has to be followed strictly, failing which the operational

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. Agency will bear the expenses of electrical and other charges required for operation of Souvenir Photography Service.

2. All expenditures on procurement, operation, maintenance etc. of the "Souvenir Photography 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 to operate and run these services. Space for photography shall be designated by the department. A separate electric connection will be obtained by the licensee at it's own cost and payment shall be made accordingly. The electricity charges to be borne by the operator/licensee as per the prevalent rules/ regulations. No other responsibility will be taken by the department. Electricity consumption charges shall be paid by the licensee as per actuals.
4. Department will allow the successful bidder for Mural and Roving photography. For mural photography, he will be allowed to use a pre-printed wooden background with the image of the respective monument, expenditure of which shall be borne by the successful bidder. The other photography equipment & accessories like camera, tripod, printers, LED screens etc. will be managed by successful bidder as per the requirement. Department will not take any liability for any of the instruments/accessories used for the operation and management of Souvenir Photography Service. The overall responsibility for the same will be of the successful bidder.
5. Successful bidder will be free to decide whether to provide mural photography at all these monuments or not. But, he has to start services of Mural photography at at least 2 monuments and roving photography at all 5 places within 3 months of the agreement.
6. 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.
7. 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.
8. If the firm fails to provide services of operation of Souvenir Photography Service for any particular day at any monument during the currency of contract period then a



penalty @ Rs. 2,000/- per day (Two Thousand rupees per day) for each monument shall be charged as penalty.

9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. Applicant will ensure that there is no inconvenience to the public (in case photography in open places) and to the tourists.
15. Roving photography will be under directions of the Superintendent/authorised person of the monuments in question, to avoid any inconvenience to the visitors and to ensure compliance of the departmental guidelines.
16. No damage to the property should be done while photography anywhere in public.
17. 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.
18. No photography will be allowed in the areas restricted/prohibited for the purpose.
19. The applicant shall ensure that any sort of garbage/materials will not be spilled in and around the monuments/museums.
20. It shall be the responsibility of the licensee to obtain No objection certificate or other



licensee shall not organise any activity/event without obtaining all necessary clearance from all the concerned authorities.

21. Any other permission that may be required has to be taken directly by the applicant.
22. Public sentiments should not be hurt while photography.
23. During the Roving photography, the crew members may roam into the monument complex and offer tourists to click their photographs without causing any disturbance to visitors. Any complaint of unwanted disturbance/inconvenience to the visitor will make the licensee liable for cancellation of the license. The number of crew members of the licensee will be decided by the directions of concerned superintendent/authorised person.
24. The applicant is responsible for all the activities happening at the photography location.
25. The regular work of the staff should not be disrupted while photography.
26. Photography should not cover any area which can lead to security concerns of the monument.
27. While photography no damage should be caused to the structure of the monument.
28. The licensee or any other member of his team shall abide by the instructions of the Concerned Archaeological Officer or his representative at the monuments.
29. Contravention of the above conditions may lead to the cancellation of the license without any compensation to the licensee.
30. No addition & alteration in the site/location will be entertained.
31. No fitting or fixture of the light will be put on the ancient structures of the monument.
32. The licensee shall not use any flash or any other artificial light in respect of paintings.
33. The successful bidder may charge for photographs of the visitors. He will be allowed to frame them in different souvenir forms like folders, photo frames. Key chain, magnet etc.

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 –

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

Superintendent, Jantar-Mantar – 0141- 2610494 (Office.)

Superintendent, Hawamahal – 0141- 2618033 (Office.)

Superintendent, Nahargarh – 0141- 5134038 (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

(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://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 to provide Souvenir Photography Service at
Amber Fort, Albert Hall, Jantar-Mantar, Hawamahal &
Nahargarh**

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