

Government of Rajasthan, Department of Tourism

Khasa Kothi Campus, M.I. Road, Jaipur-302001

Telfax- 0141-5155100 Telephone 0141-5155147

Email-cotraj@gmail.com, mktg.rajasthantourism@gmail.com

No. F.3 ()/ Mktg./Flex Banner/2016/13252

Date : 3-8-2016

Notice Inviting E Bid No. 57

Invitation of online open competitive bid for selection of agency for Rate Contract (R.C.) of designing, printing, framing and installation of temporary flex, banner, hoarding, standees related works etc. for two years; 2016-17 and 2017-18.

| Name of Work | Estimated cost of work for two years | E Bid Fee | Bid Security | Time & date for submission of E Bid | Time and date for opening of technical bid |
|---|--------------------------------------|------------|--------------|-------------------------------------|--|
| Selection of agency for R.C. of designing, Printing, framing and installation of temporary flex, banners, hoarding, and standees etc. for two years; 2016-17 and 2017-18. | Rs. 44.00 lacs | Rs. 1000/- | Rs. 88,000/- | 05/09/2016, 12 pm | 06/09/2016, 2.00 pm |

The complete bid document can be downloaded from <http://eproc.rajasthan.gov.in>, <http://sppp.rajasthan.gov.in> and www.tourism.rajasthan.gov.in. Dully filled bids can be submitted online latest by 05/09/2016 by 12 pm. Demand draft / cash deposit receipt of Rs.1000/- for bid fee in favour of Director Tourism and Demand Draft of Rs.1000/- for E bid processing fee in favour of MD, RISL, Jaipur will have to be deposited in this office up to 12 pm on 05/09/2016.

Sd.
(Ashutosh A T Pednekar)
Director, Tourism

Scope of work:-

Department of Tourism, Government of Rajasthan is actively engaged in promoting and marketing of Tourism products of the State. As part of outdoor branding, tourism promotional material on fairs and festivals, events, activities etc. is displayed on hoardings, boards, standees, pole banners etc. At certain places, ad spaces are hired by the Department and at other places hoardings/boards are set up for a particular activity. Flex/vinyl prints are also displayed at travel exhibitions and marts in India and abroad. Department has been hiring services of vendors in past for this work.

The job involves execution of work within Rajasthan and in any part of the county, events outside India as per requirement. Adaptation of creative/design for print would make the part of the work. The bidder is required to go through the terms and conditions carefully to understand the scope of the work in totality.

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Invitation of online open competitive bid for selection of agency for Rate Contract (R.C.) of designing, printing, framing and installation of temporary flex, banner, hoarding, standees related works etc. for two years; 2016-17 and 2017-18

SCHEDULE OF TENDER PROCESS

| Event Description | Scheduled Date |
|--|--|
| Release of Notice Inviting Bid | 3 August, 2016 |
| Last date for submission of online bid | 5 Sept., 2016 up to 12 pm |
| Date and time of opening of Technical Bids | 6 Sept., 2016, 2 pm |
| Date of opening of financial bids | To be apprised later to technically qualified firms. |
| Bid Application Fee <i>(DD should be drawn in favor of "Director, Department of Tourism" from any Nationalized / Scheduled Bank, Payable at Jaipur)</i> | Rs.1000/- |
| Date of Award of Contract | After finalization of financial bid. |
| Bid Security <i>(Either in the form of a DD drawn in favor of "Director, Department of Tourism, Government of Rajasthan", payable at Jaipur or in the form of an irrevocable Bank Guarantee issued by one of the Nationalized/Scheduled Banks in India and having branch in Jaipur. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.</i> | 2 % of Estimated cost; Rs. 88,000/- |

Government of Rajasthan
Department of Tourism

(NIB No. 57)

To,

The Director
Department of Tourism
Government of Rajasthan
Hotel Khasa Kothi Campus
M I Road, Jaipur

We, the undersigned declare that:

1. We have examined the bidding document.
2. If our bid is accepted, we commit to deposit a performance security.
3. We are not participating as bidders in more than one bid in this bidding process.
4. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the State Govt. or the procuring entity.
5. We understand that this bid, together with your written acceptance shall constitute a binding contract between us, until a formal contract is prepared and executed.
6. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
7. We agree to permit the procuring entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the procuring entity.
8. We declare that we have complied with and shall continue to comply with the provisions of the code of integrity for bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this bidding document in this procurement process and in execution of the contract.
9. We accept to abide by the conditions and additional information of the bid released by Director, Tourism.
10. Following documents have been uploaded along with this technical bid :-
 - i) Bid document with signature and seal.

- ii) Photocopy of three Banker Cheques / DD / Cash Deposit etc. towards bid security amount, bid fee and bid processing fee.
 - a) DD / Banker Cheque/ Cash Deposit Receipt etc. of Rs. 88,000/- for 2% bid security in favour of Director, Tourism.
 - b) DD / Banker Cheque / Cash Deposit Receipt of Rs.1000/- for bid fee in favour of Director, Deptt. of Tourism, Jaipur.
 - c) Rs.1000/- for E bid processing fee in favour of MD RISL, Jaipur.
- iii) Photocopy of latest Service Tax clearance certificate up to 31.3.2015 and PAN Card issued by Income Tax Dept. have been uploaded.
- iv) Experience certificate of three years having done similar work in this field has been uploaded.
- v) Final accounts audited by CA for Turnover for past three years (2012-13, 2013-14, 2014-15 or 2013 -14 to 2015 - 16) for similar work have been uploaded.
- vi) Necessary information related to human resources has been uploaded.
- vii) If the firm is a small scale industry unit (SSI), then the copy of registration as small scale unit issued by competent authority has been uploaded.
- viii) Declaration letter of being bona fide manufacturer / dealer on letter head of the firm has been uploaded.
- ix) Declarations by the bidder as per rule 7 of RTPP act and the declarations of compliance with the code of integrity and no conflict of interest (attach annex. A &B) have been uploaded.
- x) If the bidder is a firm/company, then the authorization letter of authorized representative containing his name, address and status with signature have been uploaded. Deptt. will not contact anyone else in this regard.
- xi) We, the bidder will deposit three original DD / Banker Cheques as per clause 10 to this Deptt. In sealed envelope by 12 pm on 5 Sept, 2016. DD / Banker Cheques submitted later than the scheduled time shall not be considered.

**Signature of the Bidder with Seal
(Name, Address, Phone No.)**

Terms and conditions:
(Notice Inviting Bid No. 57)

1. The bidder must either be exclusively an organization doing such assignments or a firm having exclusively defined division within the organization which handles such assignments.
2. The bidder should also have an average minimum turnover of Rs. 25.00 Lacs P.A during last three financial years i.e. 2012-13, 2013-14, 2014-15 or 2013-14 to 2015-16. Copy of final accounts certified by C.A. for turnover for past three years will have to be enclosed.
3. The bidder should have 3 years proven experience of the work.
4. Bid Security equal to 2% of the total estimated value of work will be deposited by the firm.
5. Performance security which is equal to 5% of total value of work work will be deposited by the successful bidder. No interest will be paid on this deposit. The bid security money deposited earlier will be adjusted against the performance security. Performance security will be refunded after one month of successful completion of the contract.
6. Bidders have to submit DD/BC of bid document fee and bid security with his technical bid. Bids without bid security and bid document fee will not be considered.
7. Rate including all taxes should be quoted.
8. Conditional bid will not be considered.
9. Payment will be made by way of electronic transfer of billed and passed amount in the bank account of the firm in Indian Rupees.
10. For facilitating Electronic Transfer of funds, the selected agency will be required to indicate the name of the Bank & Branch, account number, IFSC Code and forward a cheque leaf duly cancelled, to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected firm.
11. The cost/rates should be valid for up to the period of the contract i.e. for two years, however the services may be extended as per RTTP Rules, 2013.
12. Bids submitted by the bidders shall remain valid for the period of 90 days from the date of opening the bids.
13. The technical and financial bid offers will be submitted in separate seal packed envelopes, Technical bid envelope containing the technical details as per bid documents along with bid fee and bid security fee will be attached. Financial bid offers will be submitted in separate envelope in prescribed format (BOQ or Bill of Quantities) given in this bid documents.
14. Technical bids will be opened and evaluated first and the financial bid of only those bidders which have been technically acceptable shall be opened and evaluated. Before opening the financial bids of the technically qualified firms, the committee may call explanatory documents and visit to the office of the bidder if required. It will be considered as technical

- part of the bidding process. L1 bidder would be decided itemwise/locationwise.
15. The Director Tourism, Government of Rajasthan, Jaipur reserves the right to accept or reject any bid or its part without assigning any reasons thereof.
 16. The date and time of opening of financial offers shall be informed separately to the qualified firms. Financial bid of only technical qualified firms will be opened.
 17. Selected firm will have to sign an agreement with Department of Tourism on non judicial stamp paper of Rs.1000/- as required in rules.
 18. The agreement between the firm and Dept. of Tourism may be terminated any time if it is found that the firm is unable to perform the work or can't maintain the safety & creative standards of the work or violates any of the conditions stipulated by the Department.
 19. No advance payment for the ordered work will be given to the firm.
 20. The bid document shall be signed by authorized signatory of the submitting firm with date and seal.
 21. Bids received after the due date and time will not be considered.
 22. Termination: Deptt. of Tourism may terminate the contract of bidder in case of the occurrence of any of the events specified below:
 - I. If the Agency becomes insolvent or goes into compulsory liquidation.
 - II. If the Agency, in the judgment of Deptt. of Tourism, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
 - III. If the Agency submits to the Deptt. of Tourism a false statement which has a material effect on the rights, obligations or interests of Deptt. of Tourism.
 - IV. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Deptt. of Tourism.
 - V. If the Agency fails to provide the quality services as envisaged under this Contract. Reasons for the same would be recorded in writing. In case of such an occurrence Deptt. of Tourism shall give a written advance notice before terminating the Contract of firm.
 23. Wherever specific terms and conditioned have not been spelt out in bid document, General Finance and Accounts Rules & RTPP Act, 2012 and RTPP Rules 2013 of the state government shall apply.
 24. The area of work would be entire Rajasthan and rest of India. For any additional work having financial implication which is outside the scope of work i.e. execution of work in other parts of country & outside the country but has to be done by the agency on the request of the department, a committee of officers will examine the reasonability of claims and recommend to the Director Tourism and decision of Director Tourism will be final.
 25. The firm would be responsible for all risks involved in the work. For any accident or mishap, the bidder would be solely responsible.

26. All costs incurred by the firm in respect of submission of offer shall be borne by the concerned bidder.
27. Penalties would be imposed in case of delayed and for faulty services as per provisions of GF &AR and as decided by Department.
28. Latest Service Tax and VAT Clearance Certificate are required. Copies of service tax and VAT registration should also be enclosed.
29. The bidder should quote rates including of all duties and taxes, transportation & installation charges, T&P, FOR etc. required for completion of event. No extra payment other than agreed payment as quoted by contractor (Complete Rate) according to bill of quantities will be paid. No cartage / transportation charges or any other charges will be paid by the Government.
30. Specification: All services provided shall strictly conform to the specifications, laid down in the bid form/work order.
31. Rejection:
 - (i) Articles not approved during inspection or testing shall be rejected and shall have to be replaced by the bidder at his own cost within the time fixed by the department.
 - (ii) If, however due to exigencies of Government work, such replacement either in whole or in part is not feasible, after giving an opportunity to the bidder of being heard, the department will deduct a suitable amount from the approved rates. The deductions so made shall be final.
32. The rejected articles shall be removed by the bidder immediately for which department shall not be responsible for any loss. Shortage or damage will be at the bidder's risk and on his account.
33. Forfeiture of bid security: The bid security will be forfeited in the following cases:
 - a. When bid withdraws or modifies the offer after opening of bid but before acceptance of bid.
 - b. When bid does not execute the agreement if any, prescribed within the specified time.
 - c. When the bid does not deposit the security money after the supply order is given.
 - d. When he fails to commence the work within the time prescribed.
34. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred by the Parties to the Director Tourism, whose decision shall be final.
35. All legal proceedings, if necessary arise to institute by any of the parties (Government or Contractor/firm) shall have to be lodged in courts situated in Jaipur city.

36. Services shall be made available at the place/destination specified in the work order.
37. For any clarification, the interested agency may meet the undersigned or queries can be sent through mail at mktg.rajasthantourism@gmail.com addressed to Joint Director (Marketing).
38. Annexure A, B, C & D of RTPP Act 2012 & RTPP Rules 2013 will also be binding on the bidder.
39. Force Majeure :
 - I. Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.
 - II. A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
41. Jurisdiction :The contract shall be governed by laws of Rajasthan/India and all Government rules on purchase matter issued from time to time and in force for the time being are applicable to this contract tender.
42. The Deptt. of Tourism is not bound to accept any bid or assign any reason for non-acceptance. The Director, Deptt. of Tourism reserves its right to accept the bid either in full or in part. Conditional, erroneous and incomplete Bids will be rejected outright.
43. The first appellate authority will be Secretary Tourism and the second authority will be Finance Deptt., GoR.

Sd.
Director, Tourism
Government of Rajasthan

I / We hereby declare that I / we have gone through the terms and conditions of the bid document and I / We shall abide by all the terms and conditions.

Signature of bidder with seal

Government of Rajasthan

Department of Tourism

(NIB No. 57)

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Technical data sheet for Bid Evaluation.

| S.N. | Particular | Supporting document page No. |
|-------------|--|-------------------------------------|
| 1. | Ref. of Bid | E Bid notice No. |
| 2. | Name & Address of the Firm Tel/Mobile No./email | |
| 3. | Date of Establishment of company (enclose evidence) | |
| 4. | Is your organization a proprietorship, partnership or registered under the Companies Act. Please give details & enclose Certificates. | |
| 5. | DD/BC / Cash Deposit Receipt of Rs.1000/- as bid document fee in favour of Director, Tourism, Rajasthan payable at Jaipur, Details | |
| 6. | DD/BC / Cash Deposit Receipt of 2 % of estimated cost as bid security fee in favour of Director, Tourism, Rajasthan payable at Jaipur | |
| 7. | Annual turnover in last three years; Rs. 25 lacs per annum. Copy of final accounts certified by C.A. for turnover for past three years enclosed. | |
| 8. | Total work experience in the field as per scope of work (Minimum 3 years). Attach proof-work orders and payment. | |
| 9. | Details of Income Tax registration and PAN No. | |
| 10. | Service Tax Registration details, (Enclose latest Service tax clearance certificate) | |
| 11. | VAT registration details (Enclose latest VAT clearance certificate) | |

| S.N. | Particular | Supporting document page No. |
|-------------|--|-------------------------------------|
| 12. | Declaration by bidder under section 7 of RTPP act 2012(Annex. A & B) | |

We have submitted the following documents:

1. Letter of authorization to participate in the bid
2. Technical Bid
3. Financial Bid
4. All relevant supporting documents including Annexure A, B, C & D dully signed along with seal.

This is certified that I have read and understood the enclosed brief and other terms & conditions and the supporting documents have been enclosed. The information given by me is true to the best of my knowledge. My bid offer may be rejected at any stage if it is found that the facts and documents enclosed by me are not correct.

Yours faithfully,

(Signature of the bidder with seal)

Name:

Designation:

Financial Quote Format for online open competitive bid for selection of agency for Rate Contract (R.C.) of designing, printing, framing and installation of temporary flex, banner, hoarding, standees related works etc. for two years; 2016-17 and 2017-18.

(Cost Rs. with all applicable taxes)

| S.No. | Description | Unit | (For Jaipur District) | Whole Rajasthan except Jaipur Dist. | Outside Rajasthan |
|-------|---|------------|-----------------------|-------------------------------------|-------------------|
| 01. | Temporary Flex Printing (Star/Jindal/Ace/Neo Flex) | Per Sq.Ft | | | |
| 02. | Temporary Flex Pole Banner Printing with Installation (Star/Jindal/Ace/Neo Flex) | Per Sq.Ft. | | | |
| 03. | Temporary Flex Hoarding/Board-printing, Pasting, Framing and Installation on iron frame (1" iron pipe frame, iron frame will be asset of firm after the job is over) | Per Sq.Ft. | | | |
| 04. | Temporary Flex printing, Pasting and Mounting on Unipole/Hoarding Frame Structure already exiting. | Per Sq.Ft. | | | |
| 05. | Eco Solvent Vinyl Printing (3M/Hanuva) | Per Sq.Ft. | | | |
| 06. | Eco Solvent Vinyl Printing with Pasting (3M/Hanuva) | Per Sq.Ft. | | | |
| 07. | Eco Solvent Vinyl Printing, Pasting and installation on 3MM Sunboard (3M/Hanuva) | Per Sq.Ft. | | | |
| 08. | 6x3 Flex Roll up standee (Star/Jindal/Ace/Neo Flex Solvent printing) | Per Sq.Ft. | | | |
| 09. | 6x3 Flex Roll up standee (Standee Media with Eco Solvent printing) | Per Sq.Ft. | | | |
| 10. | 6x2.5 Flex Roll up standee (Star/Jindal/Ace/Neo Flex Solvent printing) | Per. Pcs. | | | |
| 11. | 6x2.5 Flex Roll up standee (Standy Media with Eco | Per. Pcs. | | | |

| | | | | | |
|-----|---|-----------|--|--|--|
| | Solvent Printing) | | | | |
| 12. | Roll Up Standee Print Change (6x3/6x2.5 Star/Jindal/Ace/Neo Flex) | Per. Pcs. | | | |
| 13. | Temporary Cloth Banner with multi-color text printing | Per. Pcs. | | | |
| 14. | Temporary Cloth Banner with single-color printing | Per. Pcs. | | | |

Signature of bidder with seal

Name

Designation

DECLARATION BY TENDERS

I/ We declare that I am / We are bona fide/ Manufacturers/ Whole Sellers/ Sole distributor/ Authorized dealer/ dealers/ sole selling/ Marketing agent in the goods/ Services/ stores/ equipments for which I / We have tendered.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled

Signature of the Tendered with stamp

Compliance with the Code of Integrity and No Conflict of Interest

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 the 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 of 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.

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.

- i. 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; or
 - c. have the same legal representative for purposes of the Bid; or
 - 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; or
 - 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 participating as a Bidder, in more than one Bid; or

- 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; or
- 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.

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bids No Dated /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:

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is
.....

The designation and address of the Second Appellate Authority is
.....

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be tiled only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- (4) Appeal not to lie in certain cases
No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
 - (a) determination of need of procurement;
 - (b) provisions limiting participation of Bidders in the Bid process;
 - (c) the decision of whether or not to enter into negotiations;

- (d) cancellation of a procurement process;
 - (e) applicability of the provisions of confidentiality.
- (5) Form of Appeal
- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
 - (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- (6) Fee for filing appeal
- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 - (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.
- (7) Procedure for disposal of appeal
- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
 - (i) hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

[See rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal Noof

Before the (First/Second Appellate Authority)

1. Particulars of appellant:
 - (i) Name of the appellant:
 1. Official address, if any:
 2. Residential address:

2. Name and address of the respondent(s):
 - (i)
 - (ii)
 - (iii)

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....

.....

.....(Supported by an affidavit)

7. Prayer:

Place

Date

Appellant's Signature:

Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one

month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

**3. Dividing quantities among more than one Bidder at the time of award
(In case of procurement of Goods)**

- (i) As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.