

**Government of Rajasthan,
Department of Tourism**

Khasa kothi Campus, M.I. Road, Jaipur-302001
Tel. 0141 5155136, Telefax- 0141-2361648, 5155100
email:-cotraj@gmail.com, publicitydot@gmail.com

No.F10(2)/Pub/Open Bid-print/2016-17/ 17999

Dated:- 02/09/2016

Inviting Online E Bid
(Bid No. 59)

Open competitive Bid under two part bidding process (technical and financial) are invited from reputed, interested, eligible and experienced bidders for rate contract of Printing works for the period of one year from the date of Agreement.

Name of Work	E Bids invited from	Estimated cost of work (per year)	Bid Security	releases of E Bid Advt.	Time & last date for submission of E Bid	Time and date for opening of technical bid
Rate contract for offset Printing works	Reputed Printing Bidders	Rs. 100 lacs	Rs. 2,00,000/-	2/9/2016	05.10.2016 at 12.00PM	05.10.2016 at 3.00PM

The Bid document form can be downloaded from <http://eproc.rajasthan.gov.in>, sppp.raj.nic.in, or www.tourism.rajasthan.gov.in Duly filled Bids can be submitted online latest by 05.10.2016 at 12.00PM with Demand draft of Rs.1000/- as e bid processing fee will have to be deposited in favor of MD, RISL, Jaipur and Demand draft Rs.1000/- as bid document fee and Rs. 2,00,000/- as bid security in favor of Director, Department of Tourism, Rajasthan, Jaipur should be deposited in Dept. of Tourism before scheduled time.

(Ashutosh A.T. Pednekar)
Director Tourism

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SCHEDULE OF BID PROCESS

Description	Scheduled Date
First Stage: Release of E Bid Advertisement	
Last Date & Time of Receiving Queries for Pre Bid Conference	14.09.2016
Pre-Bid Conference Date & Time	14.09.2016/2.30 PM
Department's Response to Queries	19.09.2016
Last Date for submission of online Bid	05.10.2016/ 12.00 PM
Date & Time of Opening of Technical Bids	05.10.2016/3.00 PM
Date and time of opening of Financial Bid	To be apprised later (only technically successful bidders)
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/-
RISL fees (DD should be drawn in favour of M.D. RISL from any nationalized scheduled bank payable at Jaipur)	Rs .1000/-
Date of Award of Contract	After finalization of financial bid
Execution of work	As per work order / agreement
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>	Rs. 2.00 lacs

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Dated:- 02.09.2016

Inviting Online E Bid
(Bid No 59)

Open competitive Bid under two part bidding process (technical and financial) are invited from reputed, interested, eligible and experienced bidders for rate contract of all types of Printing works for the financial year 2016-17.

SCOPE OF WORK

Department of Tourism promotes Rajasthan as an attractive tourist destination. Amongst other activities, this involves printing of well designed publicity literature and other promotional material for information dissemination and publicity.

The printed literature includes brochures, folders, posters, newsletter etc, mostly in four color. We print limited copies of high quality literature. It may also be noted that the print run is generally **1000 to 40000** copies. To ensure that our messages have the desired impact on the target audience, we have to ensure that our entire promotional material have the appropriate design and print quality.

The printer bidders has to ensure high standard of print quality and should also be able to deliver in time.

The steps of selection are as follows:

- Bidders meeting the minimum qualification shall be shortlisted..
- After short listing the bidders Departmental purchase committee will short list the samples.
- Sample will be the part of technical bid and form a basis of selection .
- Financial bids of the short listed bidders on the basis of sample, would be open.
- Lowest bidder will be consider for work order after approval of competent authority.

Minimum Qualifications

1. Digital Printing machine & CTP machine. Details of machine should be enclosed.
2. The firm should have its permanent establishment that may be physically verified by the department for technically qualified bidders. The financial bids of only those bidders will be opened who have the required permanent establishment. In case permanent establishment is out of Jaipur, a local office or coordinator should be available at Jaipur.
3. Minimum average Turnover: Rs. 2.0 crore per year for last three years. (Enclose copy of Balance Sheet of such years i.e. 2012-13, 2013-14, 2014-15 or 2013-14, 2014-15, 2015-16)
(The minimum turnover should be in term of printing only. In case there are other components like event management, advertising, designing etc., those should be **detailed separately** for this purpose a C.A. certificate should be attached.
4. Experience:- Firm should be working in the field of multicolor printing for three years & should have executed/completed at least two work orders of Rs. 5.00 lacs each per year in last two years. (enclose copy of work order as proof)
5. Full operations as follows:
(Please tick wherever applicable. Please note that each of the claims may be counter checked by the department who may visit the premises of Bidder)
 - a) **DTP facility**
Minimum requirement:
 - 3 computers
 - 1 laser colour printer
 - b) **Processing equipment** -in house facility:
 1. Printing down frame (for plate making)
 2. Enlarger
 3. Plate punching machine
 4. Plate processing equipment
 - c) **Binding equipment** (in house facility)
 - Folding
 - Stitching

- Cutting

d) Generator facility at Press (in -house facility)

e) Manpower

1. Computers operators	Minimum2
Actual number	-----
2 Number of workers in processing department	Minimum5
Actual number	-----
3. Number of proof readers-	Minimum1
Actual number	-----
4. Number of workers in press	Minimum10
Actual number	-----

6. Please enclose the sample publications: At least 5 print jobs in four colour Offset of different clients completely printed and produce by your firm.

Pre Bid Meeting

A pre-bid conference will be held for the interested bidders in the chamber of Director, Deptt. of Tourism, Government of Rajasthan, Hotel Khasa Kothi, Jaipur-1 at 2.30 p.m. on 14.09.2016, for clarifications required on any aspect pertaining to this bid document. The pre-bid queries could be sent to the Deptt. of Tourism prior to the meeting till 14.09.2016, 01.00 p.m. as per the following format to :-

S.N.	bid provision	page no.	current requirement	clarifications requested
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Relevant queries about the document can be sent through mail at cotraj@gmail.com or publicitydot@gmail.com addressed to the undersigned or sh Ajit Singh Dy. Director (Publicity) before pre bid conference.

Based on discussions held during the pre-bid meeting, response to the queries or amendments / clarifications in the tender document, if any, will be displayed on the websites of the Deptt. of Tourism www.tourism.rajasthan.gov.in, sppp.rajasthan.gov.in (earlier sppp.raj.nic.in) and on e-procurement portal (eproc.rajasthan.gov.in) of the Government of Rajasthan by 2.30 PM on 19.09.2016.

All the interested bidders are advised to ensure participation in the pre bid meeting since important points may be discussed in this meeting.

Terms and conditions

(NIB No. 59)

1. Plates used for printing shall be the property of the firm and the Department will have no claim over this item.
2. For any extra items an estimate would be raised in advance, which would be submitted for approval to DOT.
3. The bidder must either be exclusively doing such assignments or having exclusively defined division within the originations which handles such assignments.
4. The minimum turnover of the bidder should be average Rs.2.00 crore. per annum in last three years.
5. 3 years previous experience in this field is necessary.
6. The bid offers shall be submitted in online separate envelopes, containing the technical and financial bids. Photocopy of the DD of Rs.1000/- for bid processing fee in favour of MD RISL and photocopy of DD of Rs.1000/- for bid document fee and Rs.2,00,000/- (2 % of the cost of work) for bid security in favour of Director, Department of Tourism, Government of Rajasthan payable at Jaipur shall have to be attached along with the technical offer. Original DD's as above shall have to be deposited in Dept. of Tourism, GoR before bid submission time.
7. Successful bidder will have to deposit performance security equal to 5% of the total value of the work order within a week of issue of work order. No interest will be paid on these deposits. The bid security deposited earlier may be adjusted against the performance security. Performance Security will be refunded as per the rules.
8. Financial bids of bidders which qualify in technical bids shall be opened.
9. All costs incurred by the bidder in respect of submission of bids shall be borne by the concerned firm.
10. **Technical BID and financial Bid should be submitted in two separate sealed envelopes clearly super scribed on the envelopes.**
11. **Bids should be filled in ballpoint pen. All information and rates filled should be legible, there should be no overwriting or cutting.**
12. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
13. All article supplied shall strictly confirm to the specifications and shall be delivered within 15 days after releasing of work order.
14. **Payment Terms:** Payment will be made after receipt of material in good condition and furnishing required GSM report.
15. Department may check the paper quality from any Govt. recognized lab on random basis.
16. **Earnest money:**
 - a. The bid shall be accompanied by earnest money of 2% (two percent)of bid amount (should be enclosed/ attached with technical bid) without which bids will not be considered. The amount should be deposited in either of the following forms in favour of Director, Department of Tourism, Jaipur.
 1. Bankers cheque

- 2. Bank draft of a scheduled bank.
- b. Refund of earnest money: the earnest money of unsuccessful Bidder shall be refunded as per the rules..
- c. Specify in case of SSI units.

17. Agreement and security deposit:

- a) Successful Bidder will have to execute an agreement within period of 15 days of receipt of order and shall deposit a security amount equivalent to 5% of ordered value.
- b) The earnest money deposited at the time of bid will be adjusted towards security amount.

19. Liquidated damages:

1.) In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentage of value of publications, which the Bidder has failed to supply.

A) Delay up to one fourth period of prescribed delivery period.	2.5%
B) Delay exceeding one fourth but not exceeding half the Prescribed period.	5%
C) Delay exceeding half but not exceeding three fourth of the prescribed period	7.5%
D) Delay exceeding three fourth of the prescribed period.	10%

- a. If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of supply.
- b. Delivery period may be extended with or without liquated damages if the delay in the supply of goods is on account of hindrances beyond the control of the Bidder.

20. Testing Charges: Lab Testing of Paper GSM shall be done by the department. A difference of $\pm 4\%$ in GSM report shall be permissible.

21. The Bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in good condition to the consignee at destination. In the event of any loss, damage, breakage leakage or any shortage the Bidder shall be liable to make good such loss and shortage found at the checking /inspection of the materials by the consignee. No extra cost on such account shall be admissible.

22. All rates quoted must be FOR destination and should include all incidental charges, Octroi, State Sales Tax, if applicable. Rates, Central/ Rajasthan Sales Tax/VAT if applicable should be shown separately as a remark .In case of local supplies the rate should include all taxes, etc. and no cartag or transportation charges will be paid by the Government and the delivery of the goods shall be given at the premises of DOT. Goods to be purchased are for the purpose of official use, hence Octroi is not payable. The rates therefore, should be exclusive of Octroi and local tax.

23. An agreement on non judicial stamp paper worth Rs.5000/- would be signed between the department and the successful bidder within 7 days from issuance of work order. This may be extended on mutual consent and satisfactory services as per RTPP rules 2013.
24. Penalties would be imposed in case of delayed or faulty services as per provisions of GF&AR, RTPP rules and as decided by Department.
25. Request for Advance payment will not be considered.
26. Payment will be made by way of electronic transfer of billed and passed amount in the bank account of the agency in Indian Rupees. The Agency will submit pre-receipt bills in triplicate along with work report. The bills should be submitted clearly indicating the all charges and the tax component as applicable and as per actual.
27. Rate including taxes should be quoted. Tax and VAT as applicable and as per actual.
28. For facilitating Electronic Transfer of funds, the selected agency will be required to indicate the name of the Bank & Branch, account number (i.e. bank name, IFSC Code and Bank A/c No.) and also 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.
29. For any query or clarification the interested Bidders may meet the undersigned or mail the queries at publicitydot@gmail.com before submitting the offers.
30. Period of validity of this bid is 90 days from the closing date for submission of the proposals.
31. The Deptt. of Tourism reserves its right not to accept bids from the Bidders resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government Investigating Bidders / Vigilance Cell.
32. The cost/rates should be valid for up to the period of the contract.
33. Where ever specific terms and conditioned have not been spelt out in bid document, General Finance and Accounts Rules and RTPP Act & Rules of the State government shall apply.
34. The bid document shall be signed by authorized signatory of the submitting bidder with date and seal.
35. Bids received after the due date and time will not be considered.
36. Department of Tourism reserves the right to cancel the tender at any time and is not bound to accept the lowest bid.
37. 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.

38. 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.

38. Arbitration :

(i) In event of any dispute or difference between the Deptt and the Agency, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Deptt. of Tourism. The provision of Arbitration and Conciliation Act, 1996 (No.26 of 1996) shall be applicable to the arbitration. The Venue of such arbitration shall be at Jaipur or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on the Deptt. and the Agency. The cost of the arbitration shall be shared equally by the Deptt. and the Agency to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

(ii) Pending the submission of and /or decision on a dispute, difference or claim or until the arbitral award is published; the Deptt. and the Agency shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

39. 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.

40. 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.

41. The first appellate authority will be Principal Secretary Tourism and the second authority will be Finance Deptt., GoR.

42. Period of empanelment may be extended on mutually agreed terms as per Rajasthan Transparency Act 2013. Period of empanelment may be reduced or

terminated at the discretion of Director Tourism.

- 43.** All other terms and conditions of contract as prescribed in Rajasthan Transparency in Public Procurement Act 2013 and GF& AR of Government of Rajasthan shall be applicable.

**Additional Director (Admn.), 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. 59)

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 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 towards bid security amount, bid fee and bid processing fee.
 - a) DD / Banker Cheque of Rs.2.40 lacs for bid security in favour of Director Tourism, Government of Rajasthan, jaipur.
 - b) DD / Banker Cheque of Rs.1000/- for bid fee in favour of Director Tourism, Government of Rajasthan, Jaipur.
 - c) DD / Banker Cheque of Rs.1000/- for bid processing fee in favour of M.D., RISL, Jaipur.

- iii) Photocopy of Service Tax/Vat clearance certificate up to 31.3.2016 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, 2014 –15, 2015-16) for similar work has 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 annx. 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 (ii) to this Deptt. in sealed envelope by noon on2016. Original DD / Banker Cheque submitted later than the scheduled time shall not be considered.

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

Government of Rajasthan
Department of Tourism
(NIB No. 59)

Technical Data Sheet for Bid Evaluation.

Open competitive Bid under two part bidding process (technical and financial) are invited from reputed, interested, eligible and experienced bidders for rate contract of offset Printing works.

SN.	Particulars	Supporting document Page No.
1.	Name & Address of the Bidder Tel/Fax/email, Mob.	
2.	Date of Establishment of organization (enclose evidence)	
3.	Nature of organization: whether exclusive designing and fabrication or separate division. (Enclose details)	
4.	Annual turnover in last three years (Rs.200 lacs P.A.) average (Enclose C.A. certified audit accounts)	
5.	Total work experience in the field (In years) (Min. 3 yrs.)	
8.	Details of Income Tax Registration and PAN No.	
9.	Service-Tax Registration details	
10.	Professional set up (Complete details of staff, Designers & others) Enclose list. (Separate sheet for technically qualified staff)	
11.	List of present clients & sample images of recently done works (enclose)	
12.	Details of Bid security deposited	
13.	Details of Bid document fee deposited	
14.	Details of Bid processing fee deposited	
15.	Any other information	

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 duly 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.

Thanking you,

Yours faithfully,

(Signature of the bidder with seal)

Name:

Designation:

Government of Rajasthan
Department of Tourism
(NIB No. 59)

Form-B Financial Bid (BOQ)-I

The rates for the supply of following items are as under:-

S. No.	PRINTING MATERIAL	SPECIFICATION S	Rate (Rs.)
1.	Discover Rajasthan Book	Size : 5.5"x 8.5" Total Pages : 96 GSM : cover 300,Inner 100,Inner map 200 Paper: Imported Art Paper matt finished Printing : Multicolor Fabrication : side stitch glue binding +u.v. coating on cover Quantity: 10000	
2.	Rajasthan Guide Map	Size : 25.5"x 36" Total Pages : GSM : 130 Paper: Imported Art Paper Printing : Multicolor Fabrication : u.v.coating on cover+12 fold Quantity: 10000	
3.	Thematic brochure (7 Type)	Size : 7"x 9" Total Pages : 20 of each GSM : cover 300, Inner 130 Paper: Cover N E White, Inner Imported Art Paper matt finished Printing : Multicolor Fabrication : Center stitch binding + u.v coating on cover Quantity: 5000 each	
4.	33 City brochure	Size : 8"x 4" Total Pages : 36 of each GSM : cover 300,Inner 130,Inner map 130 Paper: Imported Art Paper matt finished Printing : Multicolor Fabrication : center stitch binding + 3 fold of map+ pasting+ u.v. coating& matt lamination on cover Quantity: 5000 each	
5.	Sticker of Departmental logo	Size : 4"x 4" Paper: Gumming Sheet Printing : Multicolor Fabrication : U.V. coating Quantity: 10000	
6.	Brochure on fairs & Festival	Size : 8.5"x 8.5" Total Pages : 64 GSM : cover 240,Inner 120 Paper: N E white textured Printing : Multicolor Fabrication : Central stitch binding +online	

		<p>matt coating on all pages Quantity: 5000</p>	
7.	Brochure on palace on wheels & Royal Rajasthan on wheels	<p>Size : 8"x 8." Total Pages : 20 GSM : cover 300,Inner 300 Paper: : N E white textured Printing : Multicolor Fabrication : Central stitch binding +u.v. coating on all pages+ embossing + spot uv on Cover Quantity: 5000</p>	
8.	Invitation cards along with envelops	<p>Size : 8"x 5", 8"x 8", 8"x16" one fold, 8"x 24"two fold Total Pages GSM : Card300, Envelop 170 Paper: N E white textured Printing : Multicolor Fabrication : u.v. coating on both side + Embossing Quantity: 5000</p>	
9.	Pictorial Folder	<p>Size : 17"x 22" Total Pages : GSM : 130, Paper: Imported Art Paper with matt finished Printing : Multicolor Fabrication : u.v. coating on both side+4 fold Quantity: 5000</p>	
10.	Passport Diary	<p>Size : 5"x 5" Total Pages : 20 GSM : cover 300,Inner 120,Inner map 120 of two fold Paper: Imported Art Paper matt finished Printing : Multicolor Fabrication : side stitch glue binding +u.v. coating on cover Quantity: 5000</p>	

Signature of bidder with seal

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 1/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 rules 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.