

**Department of Tourism,  
Government of Rajasthan**  
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**Expression of Interest (EOI) for Empanelment of Media Agencies with  
Rajasthan Tourism (Bid No. 67)**

No. F3 (219)/Mktg /DT/Emp. Media Agency/2017/1745

Dated: 28/04 /2017

Department of Tourism, Government of Rajasthan invites **Expression of Interest (EOI) from eligible Media Agencies for Empanelment with the Deptt.** for Media Planning, Buying and release during the period of contract for media campaigns of Rajasthan Tourism from time to time. Research based media planning and cost effective media buying and release of creatives across all media will be main assignment under the empanelment contract. Reputed Media companies / agencies with at least five years experience of major national / international media campaigns and with a proven work experience with large business houses or tourism boards can apply for empanelment.

<b>Name of Work</b>	<b>EOI invited from</b>	<b>Estimated cost of work</b>	<b>Bid Security</b>	<b>release s of EOI Advt.</b>	<b>Time &amp; date for submission of EOI</b>	<b>Time and date for opening of EOI</b>
Empanelment for Undertaking Media Planning, Buying and release of advertisements for Media Campaign of Rajasthan Tourism for one year	Reputed INS accredited Media Agencies	Rs. 62.00 Cr.	Rs. 124 lacs	29/04/2017	Up to 12.00 PM on 30/05/2017	2.00 PM on 31/05/2017

EOI document can be downloaded from <http://eproc.rajasthan.gov.in>, <http://sppp.raj.nic.in> (e-procurement portal of the State government) and Deptt. portal, [tourism.rajasthan.gov.in](http://tourism.rajasthan.gov.in). Duly filled EOI can be submitted online latest by **30/05/2017 by 12 pm**. Original Demand draft of Rs 1000/- for E-bid processing fee and Rs.1000/- for EOI document fee will have to be deposited in favor of MD, RISL, Jaipur and Director, Deptt. of Tourism, Jaipur respectively to this office offline up to 12 pm on 30/05/2017. The bidder must complete all necessary formalities i.e., online registration etc. as per the guidelines given on the portal.

.....sd.....  
**(Rashmi Sharma)**  
**Additional Director (Adm.)**  
**Tourism**

## SCHEDULE AND GUIDELINES FOR SUBMISSION OF EOI

### SCHEDULE OF EMPANELMENT PROCESS:

Event Description	Scheduled Date
Release of EOI Advertisement	29/04/2017
Last Date & Time of Receiving Queries for Pre Bid Conference	12/05/2017 up to 3 p.m.
Pre-Empanelment Conference Date & Time	15/05/2017 at 12 p.m.
Department's Response to Queries	16/05/2017 by 5 p.m.
Last Date for submission of online EOI	30/05/2017 upto 12.00 p.m.
Date & Time of Opening of EOIs	31/05/2017 at 02.00 p.m.
Date & Time of AV presentation	To be informed after 31/05/17
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/s of Award of Contract/s	After empanelment as and when required
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. 124 Lacs (Rs 1.24 Crore)

## **INTRODUCTION**

Rajasthan Tourism invites **Expression of Interest (EOI) for Empanelment of Media Agencies** for Media Planning, Buying and Release of Advertisement creatives in national and International Media during the period of contract for media campaigns of Rajasthan Tourism from time to time. Research based media planning and cost effective media buying across all media will form the core of assignment. Reputed Media companies / agencies with at least five years experience of major national / international campaigns with a proven work experience with large business houses or Central or State Tourism bodies can apply for empanelment.

Rajasthan Tourism reserves the right to reject any or all the proposals without assigning any reason whatsoever. Any form of canvassing, shall invite immediate disqualification.

### **B. Eligibility Criteria for Empanelment**

The Bidders meeting the following minimum qualifying criteria are eligible to apply.

1. The bidder must either be exclusively an organization engaged in Media Planning, Buying and Execution or must be having exclusively defined division within the organization which handles such assignments.
2. The Bidder should have valid INS accreditation. (Copy Should be enclosed)
3. The Bidder turnover for last 3 years shall be minimum Rs.100.00 Crore for each year (Audited Balance Sheet should be submitted).
4. The Bidder shall have a pan-India presence with the required infrastructure for handling such assignment.
5. Experience in handling tourism, art & culture or hospitality trade related media campaigns.
6. The Bidder should have experience of at least five (5) years in the field of Media Planning, Buying and release. Further, the Bidder shall have minimum staff strength of 30 with suitable experience in this field.
7. The Bidder should have the resources to handle multi-lingual Media campaigns, with proficiency and proof reading facilities in all major Indian languages.
8. The Bidder shall not have been blacklisted by any Central/ State Government/ Public Sector Undertakings.

9. The Bidder shall not have been involved in any major litigation that may have an impact affecting or compromising the delivery of services required.
10. The Department will assess the strength of bidders on above parameters and their understanding about Rajasthan Tourism Media requirements assessed through AV presentation before empanelling them. Parameters for Assessment in AV Presentation have been annexed with this document at annexure A. Bidders who get 50% of the marks i.e 25 marks or more in assessment will qualify for empanelment.

All necessary documents in support of qualification claim shall be attached with the application.

### **C. SCOPE OF WORK**

The scope of work for the assignment shall include one or more of but not limited to, the following:

1. Proper Storage of Publicity Creative Material available with the department i.e. Promotional Films, TVCs/ TV spots/ Visuals/Print-OOH- Digital Creatives/Radio Jingles used in the previous campaigns “ Jaane Kya Dikh Jaye’/’You Haven’t seen it All’.
2. Understanding the requirements of Rajasthan Tourism in terms of effective media campaign - Long Term and Short Term Goals, Generic campaigns & Theme/Event centric short campaigns, Focussed and Cost effective Media Planning for key markets based on fresh market research or previous studies & surveys and suggesting ideal creative material (TVCs, short promotional films, Aerial films, 360 degree panorama films, VR-AR films, Print, OOH, Digital creatives, animations, jingles etc) for media campaigns
3. Media buying at most reasonable and competitive rates.
4. Releasing fresh and old creatives in various media for execution of approved Media campaign.
5. Providing post campaign reports on the outcome of the campaigns with a specific focus on outcomes of our campaign in terms of rise in tourist numbers, when so desired in RFPs.
6. Providing innovative and cost effective solutions for effective Marketing in various media including new and emerging media such as Youtube channels, and global podcast mediums such as Audio Boom, Soundcloud, and Stitcher Radio.
7. Identifying key events and opportunities in Media well in time to launch media campaigns at very short notices while proactively appraising the DoT, Rajasthan about upcoming global and national events in which our campaign will help amplify or magnify Rajasthan's appeal. These may include art fairs, craft melas, auctions, and design events.
8. Any other marketing and publicity activities and media campaigns conceived by Rajasthan Tourism on mutually agreed terms.

All the above works may be assigned simultaneously or separately as per the requirement of the department.

#### **D: Terms and conditions**

1. Bid Security equal to 2% of the total estimated value of work i.e. Rs 124 lac will be deposited by the bidder alongwith the EOI for empanelment.
2. After Award of the contract for a particular Media campaign, a performance security which is equal to 5% of total value of work will have to be deposited by the successful bidder. No interest will be paid on this deposit. Performance security will be refunded after two months of successful completion of the contract.
3. Bidders have to submit Demand Draft / Banker's Cheques etc of bid processing fee, bid document fee and bid security offline in a sealed envelope. Bids without bid security, bid document fee and bid processing fee will not be considered. Bid security can also be deposited in the form of Bank Guarantee.
4. All pages of the EOI should be duly signed with seal by the authorized representative of the firm.
5. The interested Media agencies should regularly visit the e-procurement portal of the State Government and Rajasthan Tourism website for any update in regard to this EOI.
6. The Deptt. of Tourism is not bound to accept any EOI or assign any reason for non-acceptance. The Deptt. of Tourism reserves its right to accept the EOI either in full or in part. Conditional, erroneous and incomplete EOI will be rejected outright.
7. After successful completion of assignments, 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 may submit pre-receipt bills in triplicate, on a fortnightly or monthly basis towards activities completed during the month, for settlement. The bills should be submitted clearly indicating activities completed during the fortnight/month along with the telecast/broadcast/publication certificates, tear sheets/ other such documents to support the claim of payment. The bills should clearly show the inventory consumed and payments made for previous bills as well as remaining inventory. Deductions such as for Patrakar Kalyan Kosh, TDS and other mandatory cost / tax shall be made from the bill amount.
8. For facilitating Electronic Transfer of funds, the Media Agency who wins the contract 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 Media Buying Agency.
9. The Deptt. will provide HD versions of TVCs, available with it, for release in TV and Cinema. The agency is expected to provide it in desired format to releasing channels for which no extra payment will be made. Similarly, open files of print / OOH and digital media ad shall be provided. All adaptations shall have to be done by the agency.

10. Any third party cost not covered in the scope of work which is incurred by the agency for execution of the campaign on the basis of prior approval of the department shall be paid extra as per approval accorded and as per provisions of RTPP Act and Rules.
11. Bids submitted by the bidders shall usually remain valid for the period of 90 days from the date of opening the bids.
12. The cost / rates given in the financial bids will be valid for one year from the date of signing of agreement.
13. The empanelment may be extended for another year as per RTPP Rules, 2013 on mutually agreed terms.
14. The Director Tourism, Government of Rajasthan, Jaipur reserves the right to accept or reject any bid or its part without assigning any reasons thereof.
15. Selected firm will have to sign an agreement with Department of Tourism on non judicial stamp paper of Rs.5000/- whenever work is allotted as per rules.
16. 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.
17. No advance payment for the ordered work will be given to the firm.
18. The interested bidders are strongly advised to attend the Pre Empanelment meeting so that there is no ambiguity about the provision of this EOI document.
19. Termination: Deptt. of Tourism may terminate the contract of the empanelled agency 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.
20. Wherever any terms and conditions have not been spelt out the bid document, General Finance and Accounts Rules & RTPP Act, 2012 and RTPP Rules 2013 of the state government shall apply.
21. The firm would be responsible for all risks involved in the work. For any accident or mishap, the bidder would be solely responsible.
22. All costs incurred by the firm in respect of submission of application shall be borne by the concerned bidder.
23. Penalties would be imposed in case of delayed and for faulty services as per provisions of GF & AR and as decided by the Department.
24. Latest Service Tax and VAT Clearance Certificate are required. Copies of service tax and VAT registration should also be enclosed.
25. 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.

26. Specification: All services provided shall strictly conform to the specifications, laid down in the bid form/work order.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. For any clarification, the interested agency may meet the undersigned or queries can be sent through mail at [cotraj@gmail.com](mailto:cotraj@gmail.com), [adotadm@gmail.com](mailto:adotadm@gmail.com), [mktg.rajasthantourism@gmail.com](mailto:mktg.rajasthantourism@gmail.com) addressed to Director Tourism or Addl. Director Adm.
33. Annexure A, B, C & D of RTPP Act 2012 & RTPP Rules 2013, enclosed with this bid, will also be binding on the bidder.
34. Force Majeure :
- 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 or closure of items/services to be procured. 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.

35. 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.
36. 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.
37. The Deptt. of Tourism is not bound to accept any EOI or assign any reason for non-acceptance. The Director, Deptt. of Tourism reserves its right to accept the EOI either in full or in part. Conditional, erroneous and incomplete EOIs will be rejected outright.
38. The first appellate authority will be Secretary Tourism and the second authority will be Finance Deptt., GoR.
39. The EOI proposal should be uploaded online on E-procurement portal only. Similarly, after the empanelment also, Financial Proposals (BOQ) shall be uploaded in Financial Proposal” section on portal as specified through Notices inviting Bids (NIBs) from time to time.
40. **Most of the aforementioned provisions will become operational after empanelment of the media agencies with the Deptt. and when technical (Media Plan etc) and financial bids for specific campaigns shall be invited from empanelled agencies.**

## **E. DETAILS OF EOI**

The EOI submitted by interested bidders should consist of the following :

1. Details of the Bidder
2. Statement with documentary proof as applicable against each item mentioned in B above.
3. Credentials regarding major work done so far.
4. Remarks against each item of C above duly mentioning about the capability and credentials against each.
5. Case studies of various kinds of Media campaigns executed should be included.
6. Cost effective promotional Strategy for Rajasthan Tourism

## **F. PROCEDURE FOR SELECTION**

1. The proposals should be complete in all criteria as mentioned in this document. Incomplete proposals may be liable for summary rejection.
2. All the proposals received will be scrutinized to assess their eligibility based on the qualifying criteria. Those proposals which do not meet the qualifying criteria will be rejected, forthwith, or at any stage of detection.



The final selection for empanelment will be based primarily on their fulfilling eligibility criteria and strength in respect of the following;

1. Bidders experience supported by recent credentials and campaigns.
2. Bidder's understanding of the Tourism Industry and Strategy for Rajasthan Tourism.
3. Quality of personnel, in terms of experience, exposure to different products, length of service in industry.
4. Availability of infrastructure facilities.
5. Cost effective Media buying capabilities

The duration of empanelment of the bidder shall be for a period of one year, extendable for a further period of up to one year on the same terms and conditions after satisfactory completion of one year.

**Other important Points:**

**Estimated value of Work:** The Department intends to run media campaign of worth Rs 62 Crore each in 2017-18. However this amount may be vary as per availability of funds. The campaign can be a series of large and small campaigns in a financial year.

**Bid Security:** An amount of Rs 1.24 Crore as Bid Security has to be deposited for the period of empanelment by the interested bidders alongwith the EOI. This bid security will be refunded within 30 days if the bidder is not empanelled. This will be refunded to the empanelled agencies within 60 days after successful completion of empanelment period.

**Award of campaign Contract:** Once empanelled, all the empanelled agencies shall be treated at par. After empanelment, as and when there is a requirement for Media Planning and Media Campaign, all the agencies will be invited to share their expertise and skills with the Deptt. to help the Deptt to prepare a media plan for a specific market/s and with a stated purpose.

Thereafter the Deptt. will form a media plan which will be shared with all the empanelled agencies for seeking their financial bids

At times, the Deptt. can share a Media Plan on its own to all the empanelled agencies and seek their financial bids. The bidder who quotes lowest rates for the media plan shall be awarded the work.

Request for empanelment, complete in all respects, can be submitted by interested bidders online on e-procurement portal by 30/05/17 before 12.00 PM

.....sd.....  
(Rashmi Sharma)  
Addl. Director Adm. Tourism

**APPLICATION FORMAT FOR EMPANELLEMENT OF MEDIA AGENCY**

1.	Name of the Bidder	
2.	Address, Contact details	
3.	Name of the Proprietor / Partners / Directors	
4.	Date of Establishment	
5.	No. of years in Media Planning, Buying and Execution business	
6.	No. of branches/offices (if any) & their addresses	
7.	Infrastructure: (Manpower Skill set details)	
a)		Media Planning (Number):
b)		Client Servicing (Number):
c)		Other Staff (Number):
8.	Details of key personnel if assigned who will work for Rajasthan Tourism with age, qualification, experience (in years), notable skills and achievements	
9.	Details of Financial Position for years 2013 – 2014, 2014-15, 2015-16	
	(I) Turnover (Rs. in Crore)	
	(II) Profit (Rs. in Crore)	
	(Copies of Audited final Accounts to be enclosed)	

Multiple sheets may be used to fill in the required information

11. List of enclosures :

(Authorized Signatory)

Name:  
Designation:  
Company Seal

Place/Date

**Parameters for Assessment in AV Presentation:**

<b>S.No</b>	<b>Parameters</b>	<b>Component</b>		<b>Maximum Marks</b>
1.	Experience of the bidder in advertising and media field (5 marks for 5 years, 1 mark for year extra year upto maximum of 10 marks)			10
2.	Gross Turnover of last three years: 5 marks for Rs 300 Crore, 1 mark each for each Rs 100 cr more upto maximum of 10 marks			10
3.	One Case study each on media campaign handled	Domestic 5 marks maximum	international 5 marks maximum	10
4.	Staff Strength 5 marks for 30 staff. 1 mark extra for each set of 5 staff extra upto maximum of 10 marks			10
5.	Strategy for selection of cost effective media for international and domestic campaigns			10
	<b>Total</b>			<b>50 marks</b>

Bidders who get 50% of the marks i.e 25 marks or more in assessment will qualify for empanelment.

**Annexure - A**

**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 ..... 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:**

**Signature of bidder Name:**

**Place :**

**Designation: Address:**

**Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is

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The designation and address of the Second Appellate Authority is

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**(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 (I) 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 No .....of .....

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:
 

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.....(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.