

Government of Rajasthan
Department of Tourism

Khasa Kothi Campus, M.I. Road, Jaipur-302001
Telfax- 0141-5155100 Telephone 0141-5155136, 111
www.rajasthantourism.gov.in/Email-dotfestivals@gmail.com

No. F.4 () Cultural Program 13th Dec./2015/

Dated :

**Short term Notice Inviting open competitive Bid for organizing
Cultural program on 13th Dec, 2015 at Albert Hall, Jaipur.
(Bid No. 35/2015-16)**

Sealed technical (creative) and financial bids are invited from interested, eligible and experienced event managers to conceptualize and organize the cultural event on turnkey basis on 13th Dec, 2015 at Albert Hall, Jaipur. The estimated cost of the work is Rs. 18.00 lac (Eighteen lac only).

Details of the Bid document can be seen and downloaded from the website www.rajasthantourism.gov.in/ www.sppp.portal.

Additional Director (Admn.)

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No. F.4 () Cultural Program 13th Dec./2015/

Dated :

Short term Notice Inviting open competitive Bid for organizing Cultural program on 13th Dec, 2015 at Albert Hall, Jaipur (Bid No. 35/2015-16)

Open competitive Bid under two part bidding process (sealed technical (creative) and financial) are invited from reputed, interested, eligible and experienced event management firms for organizing Cultural (Famous Folk & Sufi Singers and Qwwals) on 13th Dec, 2015 at Albert Hall, Jaipur on turnkey basis.

Name of Work	Bids invited from	Estimated cost of work	Bid Security	Time & last date for submission of Bid	Time and date for opening of technical bid
Organizing Cultural program on 13th Dec, 2015 at Albert Hall, Jaipur on turnkey basis	Reputed Event management firms	Rs. 18 lac	Rs. 0.36 lacs (To be attached with technical part)	08.12.2015 Up to 11.30 AM	08.12.2015 at 12.30 PM

The Bid document can be downloaded from <http://sppp.raj.nic.in> and www.rajasthantourism.gov.in. Duly filled Bid can be submitted latest by 08.12.2015 at 11.30 AM. Demand draft of Rs.500/- as bid document fee in favor of Director, Department of Tourism, Rajasthan, Jaipur should also be deposited along with technical bid in Dept. of Tourism.

Additional Director (Adm.) Tourism

Organization of Cultural Event on completion of two years of present government on 13th Dec., 2015 at Albert Hall, Jaipur

Government of Rajasthan intends to organise 'Cultural Event' at Albert Hall, Jaipur on 13th December, 2015, on completion two year of present Government. Famous Folk, Singers and Qwwals & Sufi would be performing on this occasion.

A. Scope of Work

Department intends to hire interested, eligible and experienced event manager to plan, conceptualize and execute following activities on turnkey basis to ensure overall harmony and smooth organization of the program.

Stage

- Erection & Fabrication of stage, arrangements of stage light and sound, greenrooms etc. as per requirement of the artists
- Overall conceptualization and implementation of stage decor. Which would include floral decoration, lamps and other appropriate modes of decoration.
- Overall coordination with the performing artists, their stay & transport, bouncers etc. for security of the artistes on the stage and back stage.
- Anchor for the show.
- Back stage management including tea, snacks, water for the artists.
- Gift/Souvenir (Shawl), floral bouquets etc for the artists and VVIP.

Seating Arrangement

- Seating arrangements for the VVIP and General audience-floor seating with mattress, bolsters, matting etc. as well as sofas and chairs as per requirement at the venue.

- Chemical toilets for the artists, VVIP etc. (06 no's)
- Overall concept & implementation for seating arrangement and venue decoration.
- Sound system for the general audience.
- Provision for barricading and general lighting (Bamboo & Mozo) in general seating area, VVIP enclosure, parking etc.
- Illumination of Albert Hall, as done on the occasion of Resurgent Rajasthan.
- Complete videography of the event with live LED screen (1 or 2 no's) on stage and (02 no's) for audience.
- Photographs of good quality (50 no's) in soft copy & printout.
- Any other requirement which the agency may consider appropriate.

Financial rates for each of the proposed activities during the event may be provided in a separate sealed envelope.

B- Specific Terms and conditions:

1. The works mentioned above may kindly be assessed on site before execution of works as the same are liable to change at times. The above scope of work is illustrative and not exhaustive. Suitable minor corrections shall have to be made by event manager to the satisfaction of DOT officers for which no extra payment shall be made. Concept plan and all designs have to be got approved by the Department.
2. The bids shall be submitted in two separately sealed envelopes, one having the creative and technical details as technical bid and the other having the financial bid for the same. The two envelopes shall be superscribed accordingly. Financial rates for each of the proposed activities during the event may be provided in a separate sealed envelope.
3. Technical bids will be opened first. Before opening the financial bids the interested agencies may be asked to make detailed AV presentation in light of above brief, before the designated committee of department formed for the purpose. Based on these presentations, the committee shall decide to open the financial bids of the agencies whose presentations are found to be satisfactory. The presentations will be considered as technical part of the technical bid. The date and time of AV presentations will be conveyed to the eligible firms after opening of technical bids.
4. For queries/clarifications the agencies may meet the undersigned or Dy Director (Fairs & Festivals) Dr. Punita Singh or Asst. Director Shri Ajit Singh at tel. 0141 5155111/ 5155136.

Additional Director (Admn.)

Terms and conditions:

(NIB No-35/2015-16)

1. The bidder must either be exclusively a firm doing such event management assignments or a firm having exclusively defined division within the company which handles such assignments.
2. The bidder should also have an average minimum turnover of Rs. 100.00 Lac P.A during last three financial years. Audited Accounts along with certificate of C.A. should invariably be attached with bids.
3. The bidder should have 3 years proven experience of event management.
4. The total estimated value of work is Rs. 18.00 lacs. Bid Security will be equal to 2% of the total estimated value of work. Work performance security will be equal to 5% of total value of work. Bidders have to deposit his DD/BC of bid document fee and bid security with his technical bid. Bids without bid security and document fee will not be considered.
5. Rate including taxes should be quoted. Tax and VAT as applicable and as per actual.
6. Conditional bid will not be considered.
7. 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 bills should be submitted clearly indicating the agency's charges and the tax component as applicable and as per actual.
8. 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.
9. The cost/rates should be valid for up to the period of the contract.
10. Bids submitted by the bidders shall remain valid for the period of 90 days from the date of submission.
11. The technical and financial bid offers will be submitted in separate sealed envelopes, Technical bid envelope containing the technical (creative), quality and performance as per details in technical bid document. Financial bid offers will be submitted in individual BOQ (form-B) only. Both technical and financial bid envelopes will be submitted in container envelope with name & address of bidders and name of work.

12. Technical bids will be opened and evaluated first and the financial bid of only those bids 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.
13. The Director Tourism, Government of Rajasthan, Jaipur reserves the right to accept or reject any bid or its part without assigning any reasons thereof.
14. The date and time of opening of financial offers shall be informed to the qualified firms. Financial bid of only technical qualified firms will be opened.
15. Selected firm will have to sign an agreement with Department of Tourism on Rs 1000/- non judicial stamp paper.
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 bid document shall be signed by authorized signatory of the submitting firm with date and seal.
19. Bids received after the due date and time will not be considered.
20. 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.

21. Wherever specific terms and conditioned have not been spelt out in bid document, General Finance and Accounts Rules & RTPP Act, 2012 RTPP Rules 2013 of the state government shall apply.
22. The scope of the work mentioned in bid may be reassessed on site before execution of works for reasonability. Concept plan and all designs have to be got approved by the department. For any additional work having financial implication which is outside the scope of work 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.
23. The firm would be responsible for all risks involved in the work. For any accident or mishap, the bidder would be solely responsible.
24. All costs incurred by the firm in respect of submission of offer shall be borne by the concerned bidder.
25. Successful firm will have to deposit performance security money equal to 5% of the total value of the work. 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.
26. Penalties would be imposed in case of delayed and for faulty services as per provisions of GF & AR and as decided by Department.
27. Latest Service Tax Clearance Certificate is required. Copy of service tax registration should be enclosed also.
28. The bidder should quote rates inclusive of all duties and taxes, transportation 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.
29. The contractor/firm shall not assign or sub-let his contract or any substantial part thereof to any other agency.
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 specified in bid document or FOR destination as specified in the work order.
37. Department may place additional work order as per rule 73 of RTPP Act 2013.
38. For any clarification, the interested agencies may meet the undersigned or queries can be sent through mail at dotfestivals@gmail.com addressed to Deputy Director/ Assistant Director (Fairs & Festivals).
39. Annexure A, B, C & D of RTPP Act 2012 & RTPP Rules 2013 will also be binding on the bidder.
40. 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.

43. 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.

44. 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.

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

**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. 35/2015-16)

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 attached along with this technical bid :-

- i) Bid document with signature and seal.
- ii) Photocopy of two Banker Cheques / DD towards bid security amount and bid document fee.
 - a) DD / Banker Cheque of Rs. 36000/- for bid security in favour of Director Tourism payable at Jaipur.
 - b) DD / Banker Cheque of Rs.500/- for bid document fee in favour of Director, Department of Tourism, Jaipur.
- iii) Photocopy of Service Tax clearance certificate up to 31.3.2015 and PAN Card issued by Income Tax Dept. have been enclosed.
- iv) 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 enclosed.
- v) Declaration letter of being bona fide manufacturer / dealer on letter head of the firm has been enclosed.
- vi) 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 enclosed.
- vii) If the bidder is a firm /company, then the authorization letter of authorized representative containing his name, address and status with signature have been enclosed. Department will not contact anyone else in this regard.

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

Government of Rajasthan

Department of Tourism

(NIB No. 35/2015-16)

Technical data sheet for Bid Evaluation.

S.N.	Particular	Supporting document page No.
1.	Name & Address of the Firm Tel/Mobile No./email	
2.	Date of Establishment of company (enclose evidence)	
3.	Is your firm a proprietorship, partnership or registered under the Companies Act. Please give details & enclose Certificates.	
4.	DD/BC of Rs. 500/- as bid document fee in favour of Director, Tourism, Rajasthan payable at Jaipur	
5.	DD/BC of Rs. 36000/- as bid security fee in favour of Director, Tourism, Rajasthan payable at Jaipur	
6.	Annual turnover in last three years (Enclose audited profit & loss account and balance sheet with C.A. certificate)	
7.	Total work experience in the field of Event management. (Minimum 3 years).	
8.	Bidder to submit list of Important Govt. Clients (at least 3) and Successfully Completed Projects in the following format. Bidder will have to submit samples of work done	1. ----- 2. ----- 3. -----
9.	Details of Income Tax Registration and PAN No.	
10.	Service-Tax Registration details, (Enclose latest Service tax clearance certificate)	
11.	Declaration by bidder under section 7	

S.N.	Particular	Supporting document page No.
	of RTPP act 2012(Annex. A & B)	
12.	Presentation as part of technical bid	

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.

Yours faithfully,

(Signature of the bidder with
seal)

Name:

Designation:

Government of Rajasthan
Department of Tourism
(NIB No. 35/2015-16)

Organization charges for Cultural Event on 13th Dec., 2015

Form-B Financial Bid (BOQ)-I

S. N.	Item	Unit	Quantity	Cost per unit	Total cost of item	Tax of applicable	Total inclusive taxes
1.	Stage	No's	01				
2.	Stage light	as required					
3.	Stage Sound	as required					
4.	Green Rooms	No's	03				
5.	Chemical Toilets	No's	06				
6.	Black masking	as required					
7.	Decorative illumination of Albert hall	as required					
8.	Barricading (Bamboo/Mozo)	Mtr.	4000 mtr.				
9.	Seating-Floor	No's of person	1000 VVIP 4000 general				
10.	Seating-Chairs/Sofas	No's	500				
11.	Lights- Audience + Parking Areas	as required					
12.	Tea, Coffee, Snacks for Artist	No's	25				
13.	Stay & Transport for the Artist	as required					
14.	Gift (shawl etc.)	No's	10				
15.	Bouncers	No's	06				
16.	ushers	No's	02				
17.	Anchor	No's	01				
18.	Photo (Hard & Soft copy)	No's	50				
19.	Videography (Live)	No's	03 hours				
20.	LED Screen (s)	No's	04				
21.	Bouquets	No's	15				
22.	Green masking to protect garden area	as required					
23.	Venue Decoration	as required					
24.	Floral Decoration	as required					
25.	Any other item required for proper execution of this event on turnkey basis						
	Grand Total						

The above quoted rates include all expenses in accordance with the terms & conditions of bid document and execution of the work at Albert hall, Jaipur.

Signature of bidder

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 I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

- 1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;**
- 2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;**
- 3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;**
- 4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;**
- 5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;**

Date:

Place:

Signature of bidder Name:

Designation:

Address:

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.