

Government of Rajasthan
Department of Tourism
Regional Tourism Office
Fateh Memorial, Surajpol, Udaipur
294 2411535
Email: treudaipur-dot@rajasthan .gov.in

No. F. ()Kumbhalgarh Festival/ 1131

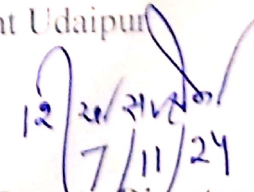
Dated : 07.11.2024

Short Notice Inviting limited competitive Bid for organizing
Kumbhalgarh Festival on 1st- 3rd December, 2024,
at Kumbhalgarh Fort, Rajsamand.

Limited competitive Financial Bid are invited from reputed, interested, eligible and experienced suppliers for various arrangements to organize Kumbhalgarh Festival (Stage, Sound System, lights and other logistic support) on 1st to 3rd December, 2024 at Kumbhalgarh Fort, District Rajsamand on turnkey basis.

S. No.	Name of Work	Estimated Cost of Work (INR In Lacs)	Time & last date for submission of Bid	Time and date for opening of bid
1.	Temporary General Light Arrangement	1.90	11:00 am 16.11.2024	3:00 pm 16.11.2024
2.	Temporary Stage Light	1.80		
3.	Temporary Vehicle Arrangement	2.00		
4.	Temporary Sound Arrangement	1.90		
5.	Temporary Tent Arrangement	2.00		

The Bid document can be downloaded from <http://sppp.rajasthan.gov.in> and Duly filled Bid can be submitted latest by 16.11.2024 at 11.00 AM along with security deposit 2% of estimated cost of work through Demand Draft drawn in favour of Deputy Director, Department of Tourism payable at Udaipur


12/24/24
7/11/24
Deputy Director



Specification of the required arrangements for all works are as under

Temporary Light Arrangement

Sr.No.	Particulars	Approximate Quantity
1	LED Flood Light – 200 watt	50
2	DIESEL GENERATOR (SOUND PROOF) (Including Diesel, Pole, Operator, Transportation, Control Pannel etc. as per requirement. Change over switch suitable for 100 to 400 AMP electric load 4 Pole 3 Phase complete with connection)	
	a) 62.5 KVA	02
	b) 125 KVA	01
3	LED Tube Lights (18 watt) with Complete accessories and fitting	80
4	Led Jhalar/Decorative light 6.2 watt coloured including making connection, wire & pole etc.	As per requirement

Temporary Vehicle Arrangement

Sr.No.	Type of Vehicle	Approximate No. of Vehicle
1.	Indigo /Dezire / Etios	03
2.	Tavera	02
3.	Innova	05
4.	Bus (35 Seater)	03
5.	Tempo Traveler (17 Seater)	02

Temporary Sound Arrangement

S.No.	Particular	Approximate Quantity
1.	32 Channel Digital Audio Mixer	02
2.	Side Fill Speakers	06
3.	CD/USB Player	02
4.	Stage Monitor	10
5.	DBS Drive Rack	08
6.	Base bins comprising of DUAL 18" woofer	08
7.	Dual 15 inch Tops With Highs (JBL)	10
8.	21+31 Band Graphic equalizer BSS	04
9.	Hand Cordless Mike (SHURE)	04
10.	Corded Mike (Shure) With Stand	20
11.	Foot Mike	10

❖ Further more items may be required as per tech rider of invited artists.

Temporary Stage Light Arrangement

S. No.	Particulars	Approximate Quantity
1.	Par Light Coloured (Ge/Philips) 1000 Watt	48
2.	Console Board	02
3.	LED Light	60
4.	Profile Light	04
5.	Haze Machine	02
6.	Sport Light (1 KW)	05

- ❖ Further more items may be required as per tech rider of invited artists.

The above lists of arrangements is only indicative and not exhaustive.

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

Temporary Erection & Fabrication of Stage, Sitting and Tent Arrangement:-

Sr.No.	Particulars	Approximate Size/ Quantity
1	Wooden stage height 1.5 ft - 2ft with thick block board over the table and bracing of all legs on both sides and fixed with rope 2 Nos. stairs & Jhallar including frill on all side of stage Durry/Carpet/White Plastic Paint Finish over the top of the stage & stairs/raisers as per approved design and direction of Officer-in-Charge.	1 nos (9x12 Sq. Ft.)
2	Wooden stage made out of steel legs upto 4'0" height and 19 mm thick block board over the table and bracing of all legs on both sides and fixed with rope with 2 Nos. stairs & Durry/Carpet/White Plastic Paint Finish over the top of the stage & stairs/raisers on two sides as per approved design and direction of Officer-in-Charge.	1 nos (36ft x 28,Ft.)
3	Plastic Moulded Chairs	500
4	Center Table(3x2x2.6") with table cloth, Jhallar Phrill etc.	10
5	Curtain 10'x15'	10
6	Red/Green Matting (Square Feet)	5000 Sq.Ft.
7	Kanat 6'x15'	60
8	Masand with cover	50
9	Takhata (Wooden) 6'x3'	20
10	Covered Tent with matting	75x120 Sq. Ft
11	Camel Colour Carpet	60 x 100 Sq. Ft
12	Baricattng - Wooden & Iron pipe (2 balli) (Run feet))	1000 RFT
13	Bedding Set (Mattresses, Pillow, Rajai with cover)	220
14	VIP Chair	30
15	Dunlop Mattress	75
16	Aarti (3 Ft. Height)	1
17	Green Room Covered with Ply and with table, chairs, mirrors as per requirement	2 Nos. 15 x 10 Sq.ft.
18	Stage Masking	4x 36 Sq.ft.
19	White cover for VIP Seating	3000 Sq.ft.
20	Chemical Toilet	2 Nos.
21	Sofa Set	02 Nos.

Terms and conditions:

(Limited bid for Kumbhalgarh Festival 1st to 3rd December 2024)

1. The bidder must either be exclusively a firm supplying such items and services or a firm having exclusively defined division within the company which handles such assignments.
2. The bidder should have 3 years proven experience of event management.
3. Rate including all taxes should be quoted.
4. Conditional bid will not be considered.
5. 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.
6. 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.
7. The cost/rates should be valid for up to the period of the contract.
8. The financial bid offers will be submitted in separate sealed envelope. Financial bid offers will be submitted in individual BOQ (form-B) only. Financial bid envelope will be submitted in separate envelope with name & address of bidders and name of work and Technical bid submitted in separate envelop.
9. Deputy Director, Tourism, Government of Rajasthan, Udaipur reserves the right to accept or reject any bid or its part without assigning any reasons thereof.
10. The date and time of opening of financial offers is mentioned in bid document.
11. 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.
12. No advance payment for the ordered work will be given to the firm.
13. The bid document shall be signed by authorized signatory of the submitting firm with date and seal.
14. Bids received after the due date and time will not be considered.
15. Termination: Regional office, Department of Tourism, Udaipur 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 Regional office, Department of Tourism, Udaipur has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
 - III. If the Agency submits to the Regional office, Department of Tourism, Udaipur 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.
16. Wherever specific terms and conditions have not been spelt out in bid document, General Finance and Accounts Rules & RTPP Act, 2012 and RTPP Rules 2013 of the state government shall apply.
 17. The scope of the work mentioned in bid may be reassessed on site before execution of works for reasonability. 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 Deputy Director, Tourism and decision of Deputy Director, Tourism will be final.
 18. The firm would be responsible for all risks involved in the work. For any accident or mishap, the bidder would be solely responsible.
 19. All costs incurred by the firm in respect of submission of offer shall be borne by the concerned bidder.
 20. Penalties would be imposed in case of delay or deficiency in services as per provisions of GF & AR & RTPP Act and Rules and as decided by Tourism Department.
 21. 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.
 22. Specification: All services provided shall strictly conform to the specifications, laid down in the bid form/work order.
 23. 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.
24. 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.
 25. The Procurement Committee may cancel the contract, if it is of opinion that bidder is not able to fulfil the requirements of the department to organise the festival and Procurement Committee may further call the next lowest bidder for the new contract after cancelling contract of first lowest bidder.
 26. 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 Deputy Director, Tourism, whose decision shall be final.
 27. Any legal proceedings, if necessary, by any of the parties (Government or Contractor/firm) shall have to be instituted in courts situated in Udaipur city.
 28. Services shall be made available at the place specified in bid document or for destination as specified in the work order.
 29. Department may place additional work order as per rule 73 of RTPP Act 2013.
 30. For any clarification, the interested agencies may meet the undersigned or queries can be sent through mail at trcudaiipur-dot@rajasthan.gov.in addressed to Deputy Director.
 31. Annexure A, B, C & D of RTPP Act 2012 & RTPP Rules 2013 will also be binding on the bidder.
 32. 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 Deputy Director, Deptt. of Tourism reserves the 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 Commissioner, Department of Tourism, Govt. of Rajasthan, Jaipur and the second authority will be Finance Deptt., GoR.

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

(Limited Bid For Kumbhalgarh Festival 1st to 3rd December, 2024)

To,

The Deputy Director,

Regional Office

Department of Tourism

Government of Rajasthan

Fateh Memorial, Surajpol,

Udaipur

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 if applicable.
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 Deputy Director, Tourism.

10. Following documents have been attached along with this bid :-

- i) Bid document with signature and seal.
- ii) Photocopy of PAN Card issued by Income Tax Dept.
- iii) 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.
- iv) 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
(Limited Bid For Kumbhalgarh Festival)
Form-B Financial Bid (BOQ)-I**

Temporary Light Arrangement

Sr. No.	Particulars	Cost per unit per day inclusive of all taxes
1	LED Flood Light – 200 watt	
2	DIESEL GENERATOR (SOUND PROOF) (Including Diesel, Pole, Operator, Transportation, Control Pannel etc. as per requirement. Change over switch suitable for 100 to 400 AMP electric load 4 Pole 3 Phase complete with connection)	
	c) 62.5 KVA	
	b) 125 KVA	
3	LED Tube Lights (18 watt) with Complete accessories and fitting	
4	Led Jhalar/Decorative light 6.2 watt coloured including making connection, wire & pole etc.	

The above quoted rates include all expenses in accordance with the terms & conditions of bid document and execution of the work at the venue as per requirement.

Signature of bidder

**Government of Rajasthan
Department of Tourism
(Limited Bid For Kumbhalgarh Festival)
Form-B Financial Bid (BOQ)-I**

Temporary Sound Arrangement

S.No.	Particular	Cost per unit per day inclusive of all taxes
1.	32 Channel Digital Audio Mixer	
2.	Side Fill Speakers	
3.	CD/USB Player	
4.	Stage Monitor	
5.	DBS Drive Rack	
6.	Base bins comprising of DUAL 18” woofer	
7.	Dual 15 inch Tops With Highs (JBL)	
8.	21+31 Band Graphic equalizer BSS	
9.	Hand Cordless Mike (SHURE)	
10.	Corded Mike (Shure) With Stand	
11.	Foot Mike	

The above quoted rates include all expenses in accordance with the terms & conditions of bid document and execution of the work at the venue as per requirement.

Signature of bidder

**Government of Rajasthan
Department of Tourism
(Limited Bid For Kumbhalgarh Festival)
Form-B Financial Bid (BOQ)-I**

Temporary Stage Light Arrangement

S.No.	Particular	Cost per unit per day inclusive of all taxes
1.	Par Light Coloured (Ge/Philips) 1000 Watt	
2.	Console Board	
3.	LED Light	
4.	Profile Light	
5.	Haze Machine	
6.	Sport Light (1 KW)	

The above quoted rates include all expenses in accordance with the terms & conditions of bid document and execution of the work at the venue as per requirement.

Signature of bidder

**Government of Rajasthan
Department of Tourism
(Limited Bid for Kumbhalgarh Festival)
Form-B Financial Bid (BOQ)-I**

Temporary Vehicle Arrangement

Sr.No.	Type of Vehicle	Rate per Day (Minimum Km)	Rate per Km after Minimum Km run	Night Halt Charges
1.	Indigo /Dezire / Etios			
2.	Tavera			
3.	Innova			
4.	Bus (35 Seater)			
5	Tempo Traveler (17 Seater)			

The above quoted rates include all expenses in accordance with the terms & conditions of bid document and execution of the work at the venue as per requirement.

Signature of bidder

Government of Rajasthan
Department of Tourism
(Limited Bid for Kumbhalgarh Festival)
Form-B Financial Bid (BOQ)-I

Temporary Erection & Fabrication of Stage, Sitting and Tent Arrangement:-

Sr.No.	Particulars	Cost per unit per day inclusive of all taxes
1	Wooden stage height 1.5 ft - 2ft with thick block board over the table and bracing of all legs on both sides and fixed with rope 2 Nos. stairs & Jhallar including frill on all side of stage Durry/Carpet/White Plastic Paint Finish over the top of the stage & stairs/raisers as per approved design and direction of Officer-in-Charge.	
2	Wooden stage made out of steel legs upto 4'0" height and 19 mm thick block board over the table and bracing of all legs on both sides and fixed with rope with 2 Nos. stairs & Durry/Carpet/White Plastic Paint Finish over the top of the stage & stairs/raisers on two sides as per approved design and direction of Officer-in-Charge.	
3	Plastic Moulded Chairs	
4	Center Table(3x2x2.6") with table cloth, Jhallar Phrill etc.	
5	Curtain 10'x15'	
6	Red/Green Matting (Square Feet)	
7	Kanat 6'x15'	
8	Masand with cover	
9	Takhata (Wooden) 6'x3'	
10	Covered Tent with matting	
11	Camel Colour Carpet	
12	Baricattng - Wooden & Iron pipe (2 balli) (Run feet))	
13	Bedding Set (Mattresses, Pillow, Rajai with cover)	
14	VIP Chair	
15	Dunlop Mattress	
16	Aarti (3 Ft. Height)	
17	Green Room Covered with Ply and with table, chairs, mirrors as per requirement	
18	Stage Masking	
19	White cover for VIP Seating	
20	Chemical Toilet	
21	Sofa Set	

FORM – 11

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/ equipment's 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 Tenderer with stamp

1.

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 behaviour 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 correction 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 purpose of the Bid; or
- d. Have the relationship with each other, directly or through common third parties, that puts them in a position to have access have to information about or influence on the bid of another Bidder, or influence the decision 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 specification of the Goods, Works or Service 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.

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted tofor procurement ofin response to their Notice Inviting Bids No.....DatedI/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 Biding 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 specification in the Bidding Document;
3. I/We have are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administrated by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceeding 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 conducted or the making of false statement 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 proceeding;
5. I/We do not have a conflict of interest as specification in the Act, Rules and the bidding Document, which material affects fair competition;

Date:
Place:

Signature of bidder
Name:
Designation:
Address:

Annexure C: Grievance Redressal during Procurement Process

The designation and the address of the first Appellate Authority is

The designation and the address of the first 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: Providing that after the declaration of a Bidder as successful the appeal may be filled only by a Bidder who has participated in procurement proceeding: Providing 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 filled 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 Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidder 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 authorized representative.

(6) Fee for Filing Appeal

(a) Fee for first appeal shall be 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 issued notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date of fix 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 there of 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.

Annexure D: Additional Conditions of Contract**1. Correction of arithmetical errors**

Provided that a Financial Bid is substantially responsive, that 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 in 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 a 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 in the amount in figures shall prevail subject to (i) and (ii) above. If the Bidder that submitted the lowest evaluated Bid does not accepted the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Deceleration 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 price or other terms & 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 fail to do so, the Procurement 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 one than more Bidder at the time of award (In case of procurement of Goods)

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.