

Government of Rajasthan, Department of Tourism
Khasa kothi Campus, M.I. Road, Jaipur-302001
Tel. 0141 5155136, Telefax, 5155100
email:- publicitydot@gmail.com

No.F10(2)/Pub./Open Bid-pen drives /16/79

Dated: 20.12.2017

Bid Inviting
(Bid No 79)

Open competitive on line E- Bid under two part bidding process (technical along with samples and financial) are invited from reputed, interested, eligible and experienced bidders for supply of 5000 16 GB PEN DRIVES customized with Rajasthan Tourism logo.

Name of Work	Bid invited from	Estimat ed cost of work	Bid Security	release of Bid Advt.	Time & last date for submission of Bid	Time and date for opening of technical bid
Supply of customized Pen Drives	Reputed firms	Rs. 25.00 lacs	Rs. 50,000/- (To be attached with technical part)	20/12/17.	12.00PM .28/12/17.....	2.30PM .28/12/17..... ...

The Bid document form can be downloaded from <http://eproc.rajasthan.gov.in>, sppp.rajasthan.gov.in, or www.tourism.rajasthan.gov.in. Duly filled Bids can be submitted online latest by 28/12/17.....2017 at 12.00PM with Demand draft of Rs.1000/- as e bid processing fee will have to be deposited in favor of MD, RISL, Jaipur and Demand draft Rs.1000/- as bid document fee and Rs. 50,000/- as bid security in favor of Director, Department of Tourism, Rajasthan, Jaipur should be deposited in Dept. of Tourism before scheduled time.

---Sd---

(Pradeep Kumar Borar)
Director Tourism

Government of Rajasthan, Department of Tourism
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No.F10(2)/Pub./Open Bid-pen drives /16/ 79

Dated: 20.12.2017

(Bid No. 79)

SCHEDULE OF BID PROCESS

Description	Scheduled Date
Release of Bid Advertisement	20/12/17
Last Date for submission of Bid	12.00 PM on 28/12/17.....
Date & Time of Opening of Technical Bids	2.30 PM on ..28/12/17.....
Date and time of opening of Financial Bid	To be apprised later (only technically successful bidders)
Bid Application Fee <i>(DD should be drawn in favor of "Director, Department of Tourism" from any Nationalized / Scheduled Bank, Payable at Jaipur)</i>	Rs. 1000/-
Bid processing fee <i>(DD should be in favor of " MD. RISL" from any Nationalized / Scheduled Bank, Payable at Jaipur)</i>	Rs.1000/-
Date of Award of Contract	After finalization of financial bid
Execution of work	As per work order / agreement
Bid Security <i>(Either in the form of a DD drawn in favor of "Director, Department of Tourism, Government of Rajasthan", payable at Jaipur or in the form of an irrevocable Bank Guarantee issued by one of the Nationalized/Scheduled Banks in India and having branch in Jaipur. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.</i>	Rs. 50,000/-

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Bid Inviting
(Bid No. 79)

Open competitive online E- Bid under two part bidding process (technical along with samples and financial) are invited from reputed, interested, eligible and experienced bidders for supply of 5000 16 GB PEN DRIVES customized with Rajasthan Tourism logo.

SCOPE OF WORK

Department of Tourism requires customized high quality 16 GB pen Drives with Departmental data (To be provided by the Department) to achieve the desired impact on the target audience through our messages. The job would be given on the basis of the obtained technical (along with samples) and financial bids.

The Scope of Work would include projects related to:

Supply of 5000 **high quality 16 GB pen Drives with Departmental data (Data will be provided by the Department)** and customized with Rajasthan Tourism logo. **Sample will be the part of technical bid. The bidder has to submit the samples in physical form which has to be deposited in Department of Tourism. GOR before bid submission time.**

The steps of selection are as follows:

- Bidders meeting the minimum qualification shall be shortlisted..
- After short listing the bidders, departmental Purchase committee will short list the samples.
- Sample will be the part of technical bid and form a basis of selection.
- Financial bids of the short listed parties would be opened.
- Lowest bidder will be considered for work order after approval of competent authority.

Eligibility of Bidders :

I. At least 3 years' experience in this field

- Bidder to submit a self-certified declaration of 3 year experience in the field.
- Bidder to submit Copy of valid Registration Certificates or Copy of Certificate of incorporation or Service Tax Registration certificate .

- II. A minimum average turnover of 50 lakh from relevant activities during each of the last three financial years.(enclosed copy of last three year's final accounts certified by C.A.)

Terms and conditions

(NIB No.)

TERMS & CONDITIONS

1. The minimum turnover of the bidder should be average Rs.50.00 lac. per annum in last three years.
2. 3 years previous experience in this field is necessary.
3. The bid offers shall be submitted in online separate envelopes, containing the technical and financial bids. Photocopy of the DD of Rs.1000/- for bid processing fee in favour of MD RISL and photocopy of DD of Rs.1000/- for bid document fee and Rs.50,000/- (2 % of the cost of work) for bid security in favour of Director, Department of Tourism, Government of Rajasthan payable at Jaipur shall have to be attached along with the technical offer. Samples and Original DD's as above shall have to be deposited in Dept. of Tourism, GoR before bid submission time.
4. Successful bidder will have to deposit performance security equal to 5% of the total value of the work order within a week of issue of work order. No interest will be paid on these deposits. The bid security deposited earlier may be adjusted against the performance security. Performance Security will be refunded as per the rules.
5. Financial bids of bidders which qualify in technical bids shall be opened.
6. All costs incurred by the bidder in respect of submission of bids shall be borne by the concerned firm.
7. The rates shall be quoted in the financial envelope with inclusive of all taxes.
8. The actual delivery of pen drives should have to be as per the approved sample, no payment will be made if any difference found by the department in approved sample & actual delivered pen drives.
9. TDS would be deducted by Department of Tourism on all the payments as per rules. The bidder is bound to provide PAN number to the Department of Tourism. The agency is entitled to seek details of such deductions made.
10. No advance payment for the ordered work will be given to the bidders.
11. Delivery of pen drives would be F.O.R. at Jaipur in phases ,i.e. first lot of 1000 pen drives will be made with in One month and subsequently lot of 1000 should be delivered in every 15 days after release of work order.
12. Selected firm will have to sign & submit an agreement on non judicial stamp paper of Rs 1000/- with department.
13. Payment will be made after successful completion of supplying of pen drives as per the work order & agreement.
14. Department of Tourism reserves the right to reject any offer without assigning a reason. Only shortlisted parties/bidders will be called for presentations.
15. Wherever specific terms and conditions 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.
16. Canvassing in any form would result in rejection of the bidder.

17. Delay by Bidder in submission of additional information or clarifications sought by Department of Tourism may cause the bid to be liable for rejection

18. If in response to this bid, the bidder makes any claim, which does not reflect the truth or material representation of facts, the bid will be liable for rejection

19. PERFORMANCE SECURITY:

- Performance Security @ 5% of the work order cost of the work will have to be deposited by the successful bidder within the time period stipulated by Department of Tourism.
- Department of Tourism on its part would ensure that after the satisfactory completion of the contract, the performance security money is returned as per the rules.

20. The approved bidder shall be deemed to have carefully examined the conditions, specifications, etc. If he has any doubts as to the meaning of any portion of the conditions or of the specification, etc, he shall before signing the contract, refer the same to the officer and get clarifications.

21. REFUND OF BID SECURITY: The bid security of unsuccessful bidder shall be refunded soon after the final acceptance of bid.

22. FORFEITURE OF BID SECURITY: The bid security will be forfeited in the following cases:

- When the bidder withdraws or modifies its bid after opening of bids.
- When the bidder does not execute the agreement ,if any, after placement of supply / work order within the stipulated period.
- When the bidders fails to commence the supply of the goods or services or execute work as per work order within the time specified.
- When the bidders does not deposit the performance security within the time specified after the work order is placed.
- If the bidder breaches any provision of code of integrity prescribed for bidders in the RTPP act and chapter VI of these rules.

23. PENALTY CLAUSE: For any delay in delivery of goods and services the provisions of GF & AR would apply wherever applicable.

24. VALIDITY: Bids shall be valid for a period of 90 days from the date of opening of financial bid.

25. INSPECTION:

- Duly authorized representative of Department of Tourism shall at all reasonable time have access to the suppliers premise and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/equipment/machinery.
- The bidder shall furnish complete address of the premises of his office/workshop/studio where inspection can be made.

26. INTELLECTUAL PROPERTY:

- The final concept/creative, approved and accepted by Department of Tourism will be the property of Department of Tourism. However, any design alternatives or ideas that are not accepted remain the property of the bidder.
- Original photography that has been commissioned by Department of Tourism will be property of Department of Tourism. The ownership of Stock music, video footage, photographs purchased for Department of Tourism by the bidder will however be as per respective license agreement of the third party licensor.

27. REPRESENTATION & WARRANTIES:

The bidder hereby represents and warrants to the client that

- By entering into this agreement, it does not violate any obligations, under any other contracts entered into by it.
- No suit has been instituted against him for insolvency or bankruptcy, or for winding up proceedings.
- He is competent to enter into this agreement.
- He shall not assign or transfer his rights/obligations under this agreement.

28. CONFIDENTIALITY : The rate contract undertakes that it shall keep strictly secret and confidential and shall not disclose, divulge or reveal during the continuance of this agreement or at any time thereafter the confidential information disclosed, communicated or given by the client relating to the products, whether disclosed or communicated to the bidder under this agreement or gained or otherwise acquired by the bidder under or by virtue of or as a result of the implementation or performance of its obligation under this agreement.

29. INDEMNITY:

- The contractor shall indemnify and keep indemnified Department of Tourism against any loss or costs, charges and expenses to be incurred or suffered by the Department of Tourism by reason of or as a result of the bidder doing any act contrary to the provisions of this agreement.
- Department of Tourism shall be liable for and shall indemnify the bidder against any liability, loss, claim or proceedings arising under any statute or common law as a result of the design/production/publication of material approved of and authorised by Department of Tourism to the created by the bidder.

30. TERMINATION OF CONTRACT: Department of Tourism may terminate the agreement by giving three months notice in writing. During the notice period the bidder would be bound by the contract and would discharge responsibilities in letter and spirit of the contract.

31. ARBITRATION: Any and all claims, disputes, controversies or differences arising between the parties out of or in relation to or in connection with this agreement or with a breach thereof, which cannot be satisfactorily settled by correspondence or mutual conference between the parties hereto, shall be determined by arbitration. The Head of Department of Tourism will appoint his senior-most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final. The venue of such arbitration shall be Jaipur and the language of arbitration shall be in English/Hindi.

32. JURISDICTION: All legal proceedings, if necessity arises to institute, by any of the parties shall have to be lodged in courts situated in Rajasthan and no elsewhere. This agreement will be deemed to have been made in Jaipur.

33. The first appellate authority will be Principal Secretary Tourism and second authority Finance Department Government of Rajasthan

34. NON-EXCLUSIVE: This agreement does not establish the Agency as the exclusive Agency of the Department of Tourism during the term of this agreement or otherwise.

35. NOTICE: Any notice given under the agreement signed shall be sent by letter or fax to the usual address or last known place of business and shall be deemed to have been received by the addressee in ordinary course of post, if by letter or instantly in case of fax.

36. ENTIRE AGREEMENT: This agreement constitutes the entire agreement with respect to the subject matter hereof, and may only be modified or amended in a written document signed by both parties. However, for issues & points not covered under this agreement, General Financial & Accounts rules (GF&AR) of Government of Rajasthan & RTPP Act & Rule apply.

37. WAIVER: No waiver or breach of any provision of this agreement shall constitute a waiver of any other provision, and no waiver shall be effective unless made in writing and signed by an authorized representative of the party against whom such waiver is to be enforced. In the event that any provision of this agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the agreement shall continue in full force and effect.

38. MODIFICATION:

- The expenses of completing and stamping this agreement shall be paid by the agency and Department of Tourism shall be furnished free of charge with the original stamped agreement.
- Any modifications of this agreement shall be made in writing by mutual consent of the parties.

Signature of bidder with seal

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.)

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 deposited a performance security.
3. We are not participating as bidders in more than on 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 enclosed along with this technical bid :-
 - i) Bid document with signature and seal.
 - ii) Three Banker Cheques / DD towards bid security amount, bid fee & bid processing fee.
 - a) DD / Banker Cheque of Rs. 45,000/- for bid security in favour of Director Tourism.
 - b) DD / Banker Cheque of Rs.1000/- for bid fee in favour of Director, Deptt. of Tourism, Jaipur.
 - c) DD / Banker Cheque of Rs. 1,000/- for bid processing fee in favour of M.D. RICL.
 - iii) Photocopy of Service Tax clearance certificate up to 31.3.2016 and PAN Card issued by Income Tax Dept..
 - iv) Experience certificate of three years having done similar work in this field. Final accounts audited by CA for Turnover for past three years for similar work..
 - v) If the firm is a small scale industry unit (SSI), then the copy of registration as small scale unit issued by competent authority..

- 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 annx. A &B) .
- vii) If the bidder is a firm/company, then the authorization letter of authorized representative containing his name, address and status with signature. Deptt. will not contact anyone else in this regard.
- viii) We, the bidder will deposit three original DD / Banker Cheques as per clause 10 (ii) to this Deptt. in sealed envelope by ----- . Original DD / Banker Cheque submitted later than the scheduled time shall not be considered.

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

Government of Rajasthan
Department of Tourism
(NIB No.)

Technical Bid for supply of 5000 16 GB PEN DRIVES customized with Rajasthan Tourism logo.

S N	Criteria	Response
1.	Name & Address of the bidder Tel/Fax/email, Mob.	
2.	Address of Jaipur Office	
3.	Date of Establishment of organization (enclose evidence)	
4.	Nature of organization: whether exclusive designing and fabrication or separate division (Enclose details)	
5.	Annual turnover in last three years (Rs.50 lacs P.A.) (Enclose Balance sheet of last three year's certified by C.A.)	
6.	Total work experience in the field (In years) (Min. 3 yrs.)	
7.	Is your firm a proprietorship, partnership or registered under the Companies Act. Please give details & enclose Certificate	
8.	Details of Income Tax Registration and PAN No.	
9.	Service-Tax Registration details	
10.	List of samples (enclosed)	
11.	Details of Bid security deposited	
12.	Details of Bid application fee deposited	
13.	Details of Bid processing fee deposited	
14.	Any other information	

We have submitted the following documents:

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

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

Thanking you,

Yours faithfully,

(Signature of the bidder with seal)

Name:

Designation:

Government of Rajasthan
Department of Tourism
(NIB No.)

Form-B Financial Bid (BOQ)-I

Financial Bid Format

S. No	Items	Amount (Rs.) Total cost including taxes
A	<p>5000 HIGH QUALITY (SPECIFY THE BRAND) 16 GB PEN DRIVES CUSTOMIZED WITH RAJASTHAN TOURISM'S LOGO INCLUDING DATA TRANSFERING CHARGES.</p> <p>THE TECHNICAL SPECIFICATIONS FOR PEN DRIVES AS UNDER:</p> <ul style="list-style-type: none">• VERSION : USB 3.0 & above• COMPATIBILITY: ALL OPERATING SYSTEMS(WINDOWS/LINUX/MAC:OS, ETC.)• TRANSFER SPEED (READ SPEED): Range 75~110• TRANSFER SPEED (WRITE SPEED): Range.10~35• The content, provided by the department will be stored in each pen drive in read only mode & non removable from pen drive .	-

Signature of bidder with seal

SR FORM – 11

DECLARATION BY Bidder

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 Bidded.

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 bidder 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 filed 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 50% 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.