

राजस्थान सरकार

पर्यटन विभाग

खासा कोठी, एम. आई. रोड़, जयपुर

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क्रमांक: एफ.3(519)/GITB/विपणन/पवि/2016/ 327

दिनांक 5.4.2016

अल्पकालीन सीमित निविदा सूचना

दिनांक 17 से 19 अप्रैल, 2016 को जे.ई.सी.सी. सीतापुरा, जयपुर में आयोजित ग्रेट इण्डियन ट्रेवल बाजार ( GITB ) में 126 वर्गमीटर स्थान पर विभाग में पूर्व में विद्यमान शेखावाटी थीम पर आधारित राजस्थान पैवेलियन का ढांचा लगाने एवं अन्य संबन्धित कार्य हेतु बन्द लिफाफे में निविदाएं आमंत्रित की जाती है :-

| क्र.सं. | कार्य का विवरण   | अनुमानित लागत राशि रु. में (समस्त करों सहित) | निविदा प्राप्त करने की अन्तिम तिथि एवं समय | निविदा खोलने की तिथि एवं समय       |
|---------|--|--|--|------------------------------------|
| 1       | विभाग में विद्यमान शेखावाटी थीम पर आधारित राजस्थान पैवेलियन के ढांचे को 72 वर्ग मीटर स्पेस में स्थापित करना, इस हेतु स्ट्रक्चर को बेंगलोर से जयपुर ट्रान्सपोर्ट करना, मरम्मत, सार संभाल। अतिरिक्त 54 वर्गमीटर स्पेस में लाउन्ज तथा पेन्ट्री का निर्माण (संलग्न डिजाईन अनुसार) एवं अन्य कार्य हेतु (यथा लगभग 10 सेन्ट्रल टेबिल ग्लास टॉप के साथ, लगभग 30 चेयर एवं आवश्यकतानुसार अन्य सामग्री जैसे टेबिल बुके, गमले पौधे सहित आदि) | रु. 5.00 लाख                                 | 11 अप्रैल, 2016 को दोपहर 12.00 बजे तक      | 11 अप्रैल, 2016 को दोपहर 12.30 बजे |

निविदा प्रपत्र शुल्क रु. 400/- निदेशक, पर्यटन विभाग, राजस्थान सरकार, जयपुर के नाम से डी.डी./बैंकर चैक तकनीकी बिड के साथ संलग्न कर विभाग को दिनांक 11.04.2016 को दोपहर 12.00 बजे तक प्रेषित करें। निविदा प्रपत्र [sppp.rajasthan.gov.in](http://sppp.rajasthan.gov.in) [www.tourism.rajasthan.gov.in](http://www.tourism.rajasthan.gov.in) वेबसाइट से डाउनलोड किया जा सकता है। GFAR एवं RTPP Act व Rule के सामान्य प्रावधान लागू होंगे।

संयुक्त निदेशक (विपणन)

ग्रेट इण्डियन ट्रेवल बाजार में पैवेलियन निर्माण के लिए वित्तीय बिड का प्रोफार्मा

राशि रु. में

| कार्य का विवरण   | कार्य की कुल लागत रू. में (समस्त करों सहित) |
|--|---|
| <p>विभाग में विद्यमान शेखावाटी थीम पर आधारित राजस्थान पैवेलियन के ढांचे को 72 वर्ग मीटर स्पेस में स्थापित करना, इस हेतु स्ट्रक्चर को बेंगलोर से जयपुर ट्रान्सपोर्ट करना, मरम्मत, सार संभाल। अतिरिक्त 54 वर्गमीटर स्पेस में लाउन्ज तथा पेन्ट्री का निर्माण (संलग्न डिजाईन अनुसार) एवं अन्य कार्य (यथा लगभग 10 सेन्ट्रल टेबिल ग्लास टॉप के साथ, लगभग 30 चेयर एवं आवश्यकतानुसार अन्य सामग्री जैसे टेबिल बुके, गमले पौधे सहित आदि)</p> |   |

## कार्य का विवरण

1. एजेन्सी को विभाग के शेखावाटी थीम पर आधारित राजस्थान मण्डप को M/S Prathiroopi, #18, Shri Vankateshwara Nilya, 2<sup>nd</sup> Floor, Sankey Road, Bangalore-560020 से प्राप्त कर जयपुर में आयोजित दी ग्रेट इण्डियन ट्रेवल बाजार, जे.ई.सी.सी. सीतापुरा, जयपुर में लगाना होगा एवं कार्योपरान्त वापस पहुंचाना होगा एवं आयोजन उपरांत जयपुर में कराना होगा। इस कार्य हेतु प्रतिरूपी के टेलीफोन नं. मोबाईल नं. 9449077074 पर सम्पर्क किया जा सकता है।
2. राजस्थान पैवेलियन के अन्दर की तरफ वाली दीवार पर विभाग से अनुमोदित करवाकर उच्च क्वालिटी के फोटो लगाने होंगे।
4. सेन्टर टेबिल एवं चेयर आवश्यकतानुसार उपलब्ध करानी होंगी।
5. अन्य सभी कार्य, कार्य विवरण अनुसार।

## नियम एवं शर्तः:-

1. कम्पनी उक्त कार्य करने के लिए अधिकृत एजेन्सी होनी चाहिए अथवा उक्त प्रकार का कार्य करने हेतु पृथक से विभाग/शाखा होनी चाहिए।
2. पैवेलियन निर्माण एवं लगाने से सम्बन्धित कार्य का अनुभव न्यूनतम 2 वर्षों का वांछनीय है (दस्तावेजों की प्रति संलग्न करें।)
3. एजेन्सी का एक वर्ष का टर्नओवर रू. 1 करोड़ न्यूनतम होना चाहिए। (गत दो वर्ष के दस्तावेजों की प्रति सी.ए. द्वारा प्रमाणित संलग्न करें)
4. एजेन्सी के गत दो वर्षों में 10 इवेंट का कार्य करने का अनुभव होना चाहिए (दस्तावेजों की प्रति संलग्न करें।)
5. तकनीकी एवं वित्तीय बिड पृथक –पृथक लिफाफों में प्रस्तुत करें।
6. एजेन्सी को कुल कार्य की अनुमानित लागत रू. 5.00 लाख का 2 प्रतिशत रू 10,000/- का डी.डी. /बैंकर चैक निदेशक, पर्यटन विभाग, राजस्थान सरकार जयपुर के नाम संलग्न करना होगा।
7. एजेन्सी सभी प्रकार के जोखिम के लिए स्वयं जिम्मेदार होगी।
8. सफल निविदादाता द्वारा कुल लागत का 5 प्रतिशत बिड सिक्योरिटी जमा करानी होगी। निविदा के साथ जमा कराई गई 2 प्रतिशत एस.एम.डी को 5 प्रतिशत बिड सिक्योरिटी में समाहित कर लिया जायेगा। कार्य सफलता पूर्वक सम्पादन के बाद बिड सिक्योरिटी एजेन्सी को लौटा दी जावेगी।
9. सफल निविदादाता को रू 500/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर विभाग के साथ अनुबन्ध पत्र करना होगा।
10. निविदा प्रपत्र एवं अनुबन्ध पत्र सफल निविदादाता फर्म के सक्षम अधिकारी द्वारा हस्ताक्षर (मय सील) कर प्रस्तुत किया जावेगा।
11. निर्धारित समयावधि बाद प्राप्त निविदा को स्वीकार नहीं किया जायेगा। निदेशक पर्यटन, राजस्थान सरकार, जयपुर को निविदा या निविदा के किसी हिस्से को बिना कारण बताये निरस्त करने का अधिकार होगा।

संयुक्त निदेशक (विपणन)

**Information related to the firm.**

| S. No. | Details  | Firm detail | Page No. |
|--------|--|-------------|----------|
| 1.     | Name & Address of the Firm Tel/Fax/email details.  |             |          |
| 2.     | Dated of Establishment of company (enclose evidence)   |             |          |
| 3.     | Nature of company: whether exclusive designing and fabrication or separate division.<br>(Enclose details)                        |             |          |
| 4.     | Annual turn over in last two years<br>(Enclose CA certified profit & loss account, balance Sheet )                               |             |          |
| 5.     | Total work experience in the field (In years)  |             |          |
| 6.     | List of similar works done in last two years<br>(Attach (list with brief details))   |             |          |
| 7.     | Is the firm a proprietorship, partnership<br>Or registered under the companies Act. Please give details & enclose Certificate    |             |          |
| 8.     | Branches (enclose details with address & telephone no.)  |             |          |
| 9.     | Details of Income Tax Registration, Enclose IT Clearance/PAN   |             |          |
| 10.    | Service-Tax Registration details   |             |          |
| 11.    | Professional set up<br>(Complete details of Staff, Designers & other)<br>Enclose list. (Separate sheet for technically qualified |             |          |

|     |   |  |  |
|-----|---|--|--|
|     | staff)  |  |  |
| 12. | List of present clients & sample of recently done works (enclose) |  |  |
| 13. | Any other information   |  |  |

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

**Signature of Tendered (Seal)**

## **Other Important Terms and conditions:**

(NIB No. 46)

1. The bidder must either be exclusively doing such assignments or having exclusively defined division within the company which handles such assignments. Preference shall be given to the agencies which have done work of similar nature in travel marts.
2. The minimum turnover of the bidder should be Rs.100 Lacs per annum in last two years.
3. 2 years previous experience in this field is preferable.
4. The firm must have set up pavilions in at least 10 important events / domestic marts in last two years.
5. The bid offers shall be submitted in two sealed separate envelopes, containing the technical and financial bids. The envelope shall be super scribed accordingly. Photocopy of the Demand Draft / Cash Deposit receipt etc. of Rs.400/- for bid document fee and Rs.10,000/- (2 % of the estimated cost of work) for bid security in favour of Director, Department of Tourism, Government of Rajasthan payable at Jaipur shall have to be attached along with the technical offer. Original Demand Draft / Cash receipt etc. as above shall have to be deposited in Dept. of Tourism, GoR before bid submission time.
6. 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 after one month of successful completion of the contract.
7. The bidder would be responsible for all risks involved in maintenance of the stall. For any accident or mishap due to poor fabrication of the stall, the bidder would be solely responsible in all respects.
8. All costs incurred by the bidder in respect of submission of bids shall be borne by the concerned firm.
9. The bidder chosen will put up the structure in travel marts as ordered by the Department till the termination of the contract.
10. Chosen firm will have to carry Rajasthan Tourism literature to the marts.
11. An agreement on non judicial stamp paper worth Rs.500/- would be signed between the department and the successful bidder within 3 days from issuance of work order.
12. The applicable norms and specifications of event organizers will have to be abided by the bidder.
13. This bid is floated on event basis and the period terminates with the completion of the events.
14. The pavilion should be ready in all respects 4 hours prior to the event.
15. Penalties would be imposed in case of delayed or faulty services as per provisions of GF&AR, RTPP rules and as decided by Department.
16. All clearances, approvals, NOC'S for events/events organizers/firm staff/ material etc. will have to be managed by firm itself. Department of Tourism may however issue letters of authorization, if so required.
17. Request for Advance payment will not be considered.
18. Payment will be made by way of electronic transfer of billed and passed amount in the bank account of the agency in Indian Rupees. The Agency will submit pre-receipt bills in triplicate along with event report and photos. The bills should be submitted clearly indicating the agency's charges and the tax component as applicable and as per actual.
19. Rate including taxes should be quoted. Tax and VAT as applicable and as per actual will be payable.

20. 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.
21. For any query or clarification the interested agencies may meet the undersigned or mail the queries at [cotraj@gmail.com](mailto:cotraj@gmail.com) [adotadm@gmail.com](mailto:adotadm@gmail.com) or [mktg.rajasthantourism@gmail.com](mailto:mktg.rajasthantourism@gmail.com) before submitting the offers.
22. Period of validity of this bid is 90 days from the closing date for submission of the proposals.
23. The Deptt. of Tourism reserves its right not to accept bids from the Agencies resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government Investigating Agencies / Vigilance Cell.
24. The cost/rates should be valid for up to the period of the contract.
25. Where ever specific terms and conditioned have not been spelt out in bid document, General Finance and Accounts Rules and RTPP Act & Rules of the State government shall apply.
26. The bid document shall be signed by authorized signatory of the submitting firm with date and seal.
27. Bids received after the due date and time will not be considered.
28. 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.

**29. 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.

**30. Arbitration :**

- (i) In event of any dispute or difference between the Deptt and the Agency, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be



referred to arbitration of the sole arbitrator to be appointed by the Secretary, Deptt. of Tourism. The provision of Arbitration and Conciliation Act, 1996 (No.26 of 1996) shall be applicable to the arbitration. The Venue of such arbitration shall be at Jaipur or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on the Deptt. and the Agency. The cost of the arbitration shall be shared equally by the Deptt. and the Agency to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

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

31. **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.
32. 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.
33. The first appellate authority will be Principal Secretary Tourism and the second authority will be Finance Deptt., GoR.

**Joint Director (Mktg.), 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**

**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.

**Annexure-B**

**Declaration by the Bidder regarding Qualifications**

**Declaration by the Bidder**

In relation to my/our Bid submitted to ..... for procurement of in response to their Notice Inviting Bids No ..... Dated ..... I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;

3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

**Date:**

**Signature of bidder Name:**

**Place:**

**Designation:**

**Address:**

**Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is .....

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.

**Memorandum of Appeal under the Rajasthan Transparency in Public  
Procurement Act, 2012**

Appeal No .....of .....

Before the ..... (First/Second Appellate Authority)

1. Particulars of appellant:
  - (i) Name of the appellant:
    1. Official address, if any:
    2. Residential address:
  
2. Name and address of the respondent(s):
  - (i)
  - (ii)
  - (iii)
  
3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal:

.....

.....(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.



RAJASTHAN TOURISM GITB-2016