

**Government of Rajasthan, Department of Tourism**  
Paraytan Bhawan, Sanjay Marg, Opp. Vidhyakpuri Police Station, Jaipur-302001  
Tel. 0141 2822808, email:- [pub-dot@rajasthan.gov.in](mailto:pub-dot@rajasthan.gov.in), website – [tourism.rajasthan.gov.in](http://tourism.rajasthan.gov.in)

No. F 10 ( ) / Pub. / Discover Rajasthan/ 6014

Dated: 19/11/2024

The Director,  
DIPR,  
Jaipur

Sub. :- Publication of Notice Inviting Bid (NIB no.234)

Sir,

Kindly find enclosed a Bid Document for the work of 'Printing of Discover Rajasthan Booklet' of the Department for publication in the following newspapers / website.

1. One Regional level daily news paper
2. DIPR Website

Yours faithfully,

-sd-  
(Anand Kumar Tripathi)  
Additional Director (Dev.)

No. F 10 ( ) / Pub. / Discover Rajasthan/6015-17  
19/11/2024

Dated:

Copy for information and necessary action to the following:-

1. Chief Accounts Officer, Tourism, Jaipur
2. ACP (Dy. Dir.), H.Q. to upload the Bid Document on Departmental Website and SPPP Portals.
3. Notice Board

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sd-  
(Ajay Kumar Sharma)  
Deputy Director (Publicity)

No. F 10 ( ) / Pub. / Discover Rajasthan/ 6013

Dated: 19/11/2024

**Notice Inviting Bid**  
**(Bid No.234)**

Open competitive Bid under two part bidding process (technical and financial) for the work of 'Printing of Discover Rajasthan Booklet on Turnkey Basis' are invited from reputed, interested, eligible and experienced bidders .The job would be given on the basis of lowest quote, L-1 of financial bids.

<b>Name of Work</b>	<b>Bid invited from</b>	<b>Estimated cost of work (Including Taxes)</b>	<b>Bid Security 2% of the cost of work</b>	<b>Release of Bid Advt.</b>	<b>Time &amp; last date for submission of Bid</b>	<b>Time and date for opening of bids</b>
Printing of Discover Rajasthan Booklet on turnkey basis	Reputed firms handling production of quality literature	Rs. 9.60 Lakhs	Rs. 19200/- (To be deposited online through e-GRAS portal in budget head 8443-103 as per circular dated 27.4.2022 of Finance Dept.	19/11/2024	21/11/2024, 11.30 am	12.30 am 21/11/2024

The bid form can be downloaded from [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in), and [www.tourism.rajasthan.gov.in](http://www.tourism.rajasthan.gov.in). Duly filled Bids can be submitted online latest by 21/11/2024 by 11.30 am. Bid document fee Rs.500/- will have to be deposited online through e-GRAS (budget head 0075-00-800-52-01). Bid security will have to be deposited through e-GRAS in budget head 8443-00-103-00-00).

**-Sd-**  
(Anand Kumar Tripathi)  
**Additional Director (Dev.)**

**(Bid No.234)**

**SCHEDULE OF BID PROCESS**

Description	Scheduled Date and Particulars
Release of Bid Advertisement	19/11/2024
Last Date for submission of Bid	11.30 am on 21/11/2024
Date & Time of Opening of Bids	12.30 noon on 21/11/2024
Bid document fee Rs.500/- will have to be deposited online through e-GRAS (budget head 1452-00-800-01-00.	Rs.500/-
Date of Award of Contract	After finalization of financial bid
Execution of work	As per work order / agreement
Bid Cost	Rs.9.60 Lakhs
Bid Security to be deposited through e-GRAS in budget head 8443-103	Rs.19200/-

**Notice Inviting Bid**  
**(Bid No.234)**

Rajasthan, the largest state of India is bestowed with natural beauty and rich heritage. Its architectural memoirs built with studied detail, effervescent colours, stunning handicrafts, glittering gems, throbbing towns, wildlife sanctuaries, cattle fairs, or pulsating festivities and touching hospitality are the major attractions for tourist. The state has many UNESCO world heritage sites besides a series of protected monuments. Department of Tourism is actively engaged in promoting and marketing Rajasthan in national and international tourist markets. For this, attractive publicity material is got printed for information and distribution to the tourists.

In this regard, the department is seeking the services of the reputed firms engaged in the business of designing and printing of publicity material (brochures, booklets, developing quality promotional pen drives etc.) to undertake the works of production of world class tourist literature. **Open competitive Bid under two-part bidding process (technical and financial) are invited from reputed, interested, eligible and experienced bidders for the work of 'Printing of Discover Rajasthan Booklet on TURNKEY BASIS'.**

**SCOPE OF WORK**

S.N .	Publicity Literature and Specifications for Re-printing	Approximate Quantity for Re-printing
1.	<p>Discover Rajasthan</p> <ul style="list-style-type: none"><li>• Size : 5.5"X8.5" (Close Size)</li><li>• Pages : Total 96 Pages (4+4+88 Pages)</li><li>• <b>Cover Pages:</b> Paper : Imported Art Card Matt 250 GSM Printing : Multi Colour Printing with 4 Pages Matt Lamination (F+B) &amp; Spot UV on Cover</li><li>• <b>Inner Pages (88 Pages)</b> Paper : Imported Art Paper Glossy100 GSM Printing : Multi colour Aqueous Coating</li><li>• <b>Center Pages (4 Pages Rajasthan Map)</b> Paper : Imported Art Paper Glossy170 GSM Printing : Multi colour Aqueous Coating</li><li>• Fabrication: Side Stich Binding</li></ul>	10,000

**\*\*\* SAMPLE COPY ENCLOSED**

## **Eligibility of Bidders:**

1. The bidder must either be exclusively an organization doing such assignments or an organization having exclusively defined division within the company which handles such assignments.
2. Minimum 3 years' experience of production of such material, enclose a self-declaration.
3. Bidder will submit Copy of valid GST Registration Certificates and Copy of Certificate of incorporation.
4. A minimum average turnover of Rs.25 Lakhs per annum during the last three financial years, i.e., 2021-22, 2022-23, 2023-24.
5. Firm should have valid registration of Rajasthan State.
6. CA certificate of Turnover is required.
7. Printer should have own four colour printing machine with binding unit.
- 8. The work involves changes in designing as per requirement of Dept.**
- 9. The supply will have to be made within one day after the release of work order.**

# Terms and conditions (NIB No.234)

## TERMS & CONDITIONS

### Production of Printing of Discover Rajasthan Booklet on Turnkey basis

1. The minimum average turnover of the bidder should be Rs. 25 Lakhs per annum in last three financial years i.e. 2021-22, 2022-23, 2023-24.
2. Firm will have to attach a self-declaration of having Minimum 3 years' experience of production of such material.
3. The bid offers shall be submitted in offline mode in two separate envelopes, containing the technical and financial bids, both put together in a bigger envelope. Copies of the payments of Rs. 500/- for bid fee and Rs. 19200/- (2 % of the cost of work) for bid security will have to be attached in technical bid.
4. Successful bidder will have to deposit performance security equal to 5% of the total value of the work order. No interest will be paid on these deposits.
5. The rates quoted in the financial bid shall be inclusive of all types of taxes, levies and octroi etc. and GST extra.
6. Firm will be required to make modifications in the work as per requirement or on orders of the officials of the department.
7. TDS for income tax and GST 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.
8. No advance payment for the ordered work will be given to the successful bidder.
9. **Successful bidder will be decided on the basis of lowest quote i.e. L 1.**
10. Changes in the designing will have to be done as per requirement. Creative production of this material will be the property of Tourism Department which firm will have to provide in hard and soft formats to the department.
11. **The supply will have to be made within one day after the release of work order** at Parayatan Bhawan, Sanjay Marg, Opp. Vidhyakpuri Police Station Jaipur..
12. Department may issue repeat orders for the work on the rates approved through the bid for any quantity during the period of contract / c.f.y.
13. Selected firm will have to sign & submit an agreement on non-judicial stamp paper of Rs. 500/- with department.
14. Payment will be made after successful supply of work as per work order, GSM testing report & agreement.
15. Firm will have to submit bank details for funds transfer.
16. Department of Tourism reserves the right to reject any offer without assigning any reasons.
17. Wherever Specific Terms and conditions have not been spelt out in bid document, General Finance Accounts Rules & RTPP Act. 2012 RTPP Rules 2013 of the state govt. shall apply in the current bid.
18. Canvassing in any form would result in rejection of the bidder.
19. Delay by Bidder in submission of additional information or clarifications sought by Department of Tourism may cause the bid to be liable for rejection

20. 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.

21. As per the Rule 73 (2) of RTPP Act 2012 & RTPP RULES 2013, Repeat order up to the cost of original Contract may be placed after the successful completion of work.

22. PERFORMANCE SECURITY:

- Performance Security:
- 
- (i) Successful bidders, whose offers are accepted, will have to deposit performance Securing @5 % of the quote of the cost for entire duration in the bid in favor of Director, Department of Tourism Rajasthan, Jaipur at the time of agreement. The firms, which are registered as MSMEs / sick industries of Rajasthan, shall be required to deposit performance Securing, as applicable under the rules. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 0.5 % of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 1% of the amount of supply order.
- (ii) Performance Security shall be furnished in any one of the following forms:-
  - I. Bank Draft or Banker's Cheque of a scheduled bank;
  - II. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
  - III. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. The minimum validity of bank guarantee should be 6 months after completion of rate contract.
  - IV. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance Securing, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- (iii) Performance Security furnished in the form specified in clause [I] to [IV] of (ii) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- (iv) Forfeiture of Performance Security Deposit: Securing amount in full or part may be forfeited, including interest, if any, in the following cases: -
  - a) When any terms and condition of the contract is breached.
  - b) When the bidder fails to make complete supply as per the scope of bid document.
  - c) if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bid document.
  - d) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
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- (v) The performance security shall be refunded after six months after satisfactory completion of rate contract and after satisfying that there are no dues outstanding against the bidder, subject to comprehensive maintenance agreement provisions.
- (vi) It is to be noted that earlier years' bid security and performance security, even if lying in this department shall not be considered towards this contract and therefore fresh bid securing/performance securing shall be deposited.
- (x) The Department will pay no interest on the performance security amount.

**23.** 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 the signing the contract, refer the same to the officer and get clarifications.

**24. REFUND OF BID SECURITY:** The bid security of unsuccessful bidder shall be refunded soon after the final acceptance of bid of successful bidder and issue of work order/signing of contract

**25. 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 fail to commence the supply of the goods or services or execute work as per work order within the time specified.
- When the bidders do 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.

**26. PENALTY CLAUSE:** For any delay in delivery of goods and services the provisions of RTPP, GF & AR would apply wherever applicable. Penalty will also be leviable for under performance of the contracted work.

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

**28. INSPECTION:**

- Duly authorized representative of Department of Tourism shall at all reasonable time have access to the supplier's premise and shall have the power at all times 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.

**29. 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.

**30. 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 authorized by Department of Tourism to be created by the bidder.
- 31. 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.
- 32. JURISDICTION:** All legal proceedings, if necessity arises to institute, by any of the parties shall have to be lodged in courts situated in Jaipur, Rajasthan and not 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 under RTPP Act 2013 & rules therein.
- 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.234)**

**Printing of Discover Rajasthan Booklet on turnkey basis**

To,

**The Commissioner**

**Department of Tourism**

Government of Rajasthan

Paraytan Bhawan, Sanjay Marg,

Opp. Vidhyakpuri Police Station, M I Road

Jaipur-302001

We, the undersigned declare that:-

1. We have examined the bidding document.
2. If our bid is accepted, we commit to deposit a performance security.
3. We are not participating as bidders in more than one Bid in this bidding process.
4. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers have 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 Commissioner Tourism and deliver the material as per work order.
10. We understand that non-supply of the material as per work order may attract appropriate penalty.
11. Following documents have been enclosed online along with this technical bid: -
  - i) Bid document with signature and seal.
    - a) Bid document (application) fee Rs.500/-
    - b) Bid security Rs.19200/-
  - ii) PAN Card copy issued by Income Tax Dept.
  - iii) GST Registration Certificate
  - iv) 3 years' experience – enclosed a self-declaration.
  - v) Necessary information related to human resources.
  - vi) If the firm is a small scale industry unit (SSI), then the copy of registration as small scale unit issued by competent authority.

- vii) 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).
- viii) 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.
- ix) We, the bidder will deposit fees as per clause 10 (ii) by 11.30 am on 21/11/2024.

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

**Government of Rajasthan**  
Department of Tourism  
(NIB No.234)

**Form – A: Technical Bid**

**Name of the Work – Printing of Discover Rajasthan on turnkey basis.**

S N	Criteria	Respon se (Page No.)
1.	Name & Address of the bidder Tel / Email / Mobile	
2.	Address of the Office	
3.	Date of Establishment of organization (enclose evidence)	
4.	Nature of organization: whether you are an organization carrying out graphic design, printing, digital media design activities	
5.	Annual average turnover in last three years (Rs.25 Lakhs) (Enclose C.A. certified audit accounts) f.y. 2021-22, 2022-23, 2023-24	
6.	Total work experience in the field (In years) (Min. 3 yrs.), enclose self declaration	
7.	Details of Income Tax Registration and PAN No.	
8.	Enclose GST Registration	
9.	Details of Bid Security deposited	
10.	Details of Bid Application fee deposited	
11.	Details of Bid Processing Fee	
12.	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)

Government of Rajasthan  
Department of Tourism

(NIB No.234)

**Form - B : Financial Bid (BOQ)**

Name of the Work – Printing of Discover Rajasthan Booklet on turnkey basis

<b>S No.</b>	<b>Work</b>	<b>Total Cost - INR inclusive of all type of taxes, levies &amp; octroi, GST etc. (In figures)</b>	<b>Total Cost - INR inclusive of all type of taxes, levies &amp; octroi, GSTetc. (In Words)</b>
1.	<b>Printing of Discover Rajasthan on turnkey basis including GST</b>		

**Signature of bidder with seal**

**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 Bided.

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 statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;**
- 5. I/we do not have a conflict of interest as specified in the Act, Rules and the bidding Document, which materially affects fair competition;**

**Date:**

**Place:**

**Signature of bidder Name:**

**Designation:**

**Address:**

**Grievance Redressal during Procurement Process**

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

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

**(1) Filing an appeal**

If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be tiled only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the bidder or prospective Bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective Bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- (4) Appeal not to lie in certain cases  
No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely: -
  - (a) determination of need of procurement;
  - (b) provisions limiting participation of Bidders in the bid process;
  - (c) the decision of whether or not to enter into negotiations;
  - (d) cancellation of a procurement process;
  - (e) applicability of the provisions of confidentiality.
- (5) Form of Appeal
  - (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
  - (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
  - (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.
- (6) Fee for filing appeal
  - (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
  - (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.
- (7) Procedure for disposal of appeal
  - (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
  - (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall, -
    - (i) hear all the parties to appeal present before him; and
    - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.

- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal

[See rule 83]

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

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

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

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

.....

.....

.....(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.