

Government of Rajasthan
Department of Tourism
Paryatan Bhwan, Opposite Vidhayakpuri Police Station,
M.I. Road, Jaipur-302001
Website : [www. Tourism.rajasthan.gov.in](http://www.Tourism.rajasthan.gov.in), Email ID : acpdd-dot@rajasthan.gov.in
Contact No. : 0141- 2822812

No. F15(17)IT/Website-Maintenance/DT/2022/

Dated:

Bid No. (223 / 28.02.2024)

Inviting Open Competitive Bid under two part bidding process (technical and financial) for the work of Updation/Maintenance and new development work, as required in the existing departmental website (www.tourism.rajasthan.gov.in), which is hosted at Bhamashah State Data Center, for a period of 1 year from reputed, interested, eligible and experienced bidders. The Job would be given on the basis of obtained technical and financial bids.

| Name of Work | Estimated Cost of Work (Including All Type of Taxes) (Rs.) | Bid Security (2 % of total cost of work) (Rs.) | Bid Publish Date | Last Date and time of Bid Submission | Time and date for opening of technical bid |
|--|--|--|------------------|--------------------------------------|--|
| Updation/Maintenance and new development work, as required in the existing departmental website (www.tourism .rajasthan.gov.in), which is hosted at Bhamashah State Data Center, for a period of 1 year | 04.00 Lacs | 8000/- | 28.02.2024 | 06.03.2024 06 :00 PM | 07.03 .2024 4 11:00 AM |

The bid form can be downloaded from www.sppp.rajasthan.gov.in and www.tourism.rajasthan.gov.in. Duly filled Bids can be submitted offline latest by 06.03.2024 by 06:00 PM at Room No. 211, Paryatan Bhawan, Department of Tourism, Opposite Vidhayakpuri Police Station, M.I. Road, Jaipur-302001. 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.

(Anand Kumar Tripathi)
Addl. Dir. (Dev.), Tourism

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5283813



Schedule of Bid Process :-

| Description | Scheduled date and particulars |
|---|---|
| Release of Bid Document | 28.02.2024 |
| Last Date for submission of bid | 06.03.2024 06:00 PM |
| Date and time of opening of technical bids | 07.03 .2024 11:00 AM |
| Date and time of opening of financial bids | After finalization of technical bids |
| Bid Document fee Rs. Will have to be deposited online through e-GRAS (budget head 1452-00-800-01-00) (Rs.) | 500/- |
| Letter of Acceptance | After Finalization of Financial Bids |
| Execution of work | From the date of issuing work order |
| Bid cost (Rs.) | 4,00,000/- |
| Bid Security to be deposited through e-GRAS in (budget head 8443-103) (Rs.) | 8000/- |

About Department of Tourism :-

Rajasthan, the largest state of India is bestowed with natural beauty and rich heritage. Its architectural memorial built with studied detail, effervescent colours, stunning handicrafts, glittering gems, throbbing towns, wildlife sanctuaries, cattle fairs, pulsating festivities and touching hospitality are the major attractions for tourists. 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 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 IT services (Updation/Maintenance of websites).

Scope of Work: -

1. The existing website is hosted in the Bhamashah State Data Centre. The website has been developed on AEM technology. The bidder firm should have an experienced team of persons who should be able to do Updation/Maintenance/new Development works on this AEM platform.
2. The firm shall depute at least one Senior developer in the Department to update/ maintain contents/images/video etc. as and provided by the department on Rajasthan Tourism website on regular basis as per directions issued by the Department from time to time.

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3. All kind of technical works for website including changes/addition/deletion in source code of website shall be done by the bidder firm in existing framework.
4. It will be the sole responsibility of the bidder firm to always keep the website in running condition and to update it immediately as and when required by the Department.

Eligibility criteria: -

1. Any individual or proprietorship firm/Partnership firm or company with limited liability/ or company registered under Indian companies Act 1956/2013/ Cooperative Body/ Society registered under Cooperative Act/HUF/Trust who are authorized to undertake such works and also to participate in bid in India. (Certificate is required)
2. The bidder must have developed /maintained at-least one website with Core area of the organization as Tourism/ Art/ Culture/ Hospitality Sector. (Work Order is required)
3. At-Least One developer who have knowledge and experience on working with AEM (Adobe Experience Manager) Plateform. (Resume required)
4. GST Registration Certificate
5. Self-Declaration by the bidders that the firm or company is not blacklisted or debarred by any government organization.
6. annual turnover per year of last three financial years (i.e. 2021-22, 2022-23, 2023-24) must be 5 Lacs.

Terms and Conditions

1. The Bid can be downloaded from www.sppp.rajasthan.gov.in and www.tourism.rajasthan.gov.in.
2. Sealed Bid should be sent in the name of Director, Department of Tourism, "Paryatan Bhawan", Opp. Vidhayak Puri Police Station, Sanjay Marg, M.I. Road, Jaipur -302001 (Rajasthan).
3. The contract can be terminated by the Department at any time without assigning any reason thereof .
4. Rates quoted shall be inclusive of all taxes.
5. Firm will be decided on the basis of LCBS (Least Cost Basis Selection) method. The rates will be valid for a period of 1 year.
6. Technical bid and Financial bid must be submitted in separate envelopes. If both Technical bid and Financial bid are not found in separate envelope, bid will be liable to get rejected.

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7. Tax would be paid as per rules.

8. TDS for income tax and GST would be deducted by department of tourism on all the payments as per rules.
 9. No advance payment will be given to successful bidder for above work.
 10. Selected firm will have to sign and submit an agreement on non-judicial stamp paper of Rs. 500/- with department. The stamp paper should have been issued in Rajasthan.
 11. Rates should be quoted as per Financial Bid Form enclosed at Appendix—"B". The envelope containing the Bid should be marked "Updation/Maintenance /development of website".
 12. Successful Bidder will have to deposit Bid Security (2% of total cost of work) through e-GRAS in budget head 8443-103.
 13. Successful bidder will have to deposit performance security equal to 5% of the total value of work order with in 15 days from 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 rules.
 14. Financial bids of bidders who qualify in technical bids shall be opened.
 15. Payment to successful bidder shall be made on Quarterly basis on submission of satisfactory work report given by the department.
 16. 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 refer the same to the office and get clarifications before signing the contract.
 17. Firm will have to submit bank details for online payment.
 18. Department of Tourism reserves the right to reject any offer without assigning any reason.
 19. 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.
 20. Canvassing in any form would result in rejection of the bidder.
 21. Delay by Bidder in submission of additional information or clarifications sought by Department of Tourism may cause the bid to be liable for rejection.
 22. 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.
 23. One bidder shall submit only one Bid.
 24. Upto 10% Liquidity Damage will be imposed from the quarterly payment if there is a delay in delivery of services as per GF&AR rules.
 25. All the other terms and conditions will be as per RTPP Act, 2012 and RTPP Rules, 2013.
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26. If deployed developer is not available in office for the aforesaid works then a penalty of Rs. 1200/-(inclusive all taxes) will be deducted per day.

27. 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.

28. 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,2012 and chapter VI of these rules.

29. Forfeiture of Performance Security : The amount of performance security may be forfeited in the following cases :-

- a) Upon concurrence of bidder default or fails to deliver satisfactorily services within the time specified. The procuring entity shall without prejudice to its other rights and remedies, hereunder or in law, be entitled to encash from the performance security as damages for such bidder default; or
- b) If the bidder breaches any provision of the code of integrity prescribed for bidders under section 11 of RTPP act,2012 and chapter VI of RTPP rules,2013 and this bidding document. The bidder would be liable for forfeiture of the performance security.
- c) If in the judgement of the procuring entity, the bidder with beneficial ownership from countries sharing land border with India as per rule 13 of RTPP rules,2013 and Gov. of Rajasthan notification no. F 2 (1) FD / G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.3.2021, for participation in any public procurement in the state, who can only be allowed after prior registration with the competent authority has not complied with the requirement.
- d) The procuring entity shall give notice of reasonable time in case of forfeiture of performance security and the decision of the procuring entity shall be final.

30. PENALTY CLAUSE: For any delay in delivery of services the provisions of RTPP Act,2012 and RTPP Rules,2013 , GF & AR would apply wherever applicable. Penalty will also be leviable for under performance of the contracted work

31. Liquidity Damages (LD)

a. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of agreement and completed by service provider within the period as specified in the work order.

b. In case of extension in the service delivery and / or completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of services which service provider has failed to deliver the :-

| | |
|--|------|
| a) Delay up to one fourth period of the prescribed delivery period, successful installation & completion of work | 2.5% |
|--|------|

| | |
|---|-------|
| b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation & completion of work. | 5.0% |
| c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion of work. | 7.5% |
| d) Delay exceeding three fourth of the prescribed delivery period, successful installation & completion of work. | 10.0% |

Note:

- (a) Fraction of a day in reckoning period of delay in supply of new development work/maintenance/updation services shall be eliminated if it is less than half a day.
- (b) The maximum amount of agreed liquidated damages shall be 10%.
- (c) If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (d) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of supplier.
- (e) The firm will deploy the AEM proficient staff immediately on receipt of work order. In case the staff provided is not upto the mark department will not accept the same and work order will be cancelled immediately without assigning any reason thereof.

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

33. **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.

34. **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, created by the bidder.

35. **TERMINATION OF CONTRACT:** Department of Tourism may terminate the agreement by giving one 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.

36. **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.
37. The first appellate authority will be Director, Tourism and second appellate authority Principal Secretary, Tourism, Government of Rajasthan under RTPP Act,2012 & RTPP rules, 2013 therein.
38. **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.
39. **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.
40. **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, 2012 & RTPP Rules,2013 apply.
41. **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.

Signature of bidder with seal

1/ 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

To,

The Director,
Department of Tourism
Government of Rajasthan
Paraytan Bhawan, Sanjay Marg,
Opp. Vidhyakpuri Police Station,
MI 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 Director, Tourism.
10. Following documents have been enclosed along with this technical bid
 - Bid document with signature and seal
 - Details of deposit of bid security amount, bid document fee in favour Director, Department of Tourism, Government of Rajasthan, Jaipur as per rules
 - PAN Card issued by Income Tax Dept
 - GST Registration Certificate
 - Company Registration No. and Certificate of Incorporation
 - Resume of AEM expert Team members of the firm(Atleast One)
 - Copy of work order (as per eligibility condition)
 - Declarations by the bidder as per nule 7 of RTPP act, 2012 and the declarations of compliance with the code of integrity and no conflict of interest (attach annex A&B)
 - Authorization letter
 - Self-declaration certificate for firm or company is not blacklisted/not debarred by any government organization.

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Contact No. : 0141- 2822812**

If the bidder is firm/company then the authorization letter of authorized representative containing his name, address and status with signature is to be submitted. Department will not contact anyone else in this regard

We, the bidder will deposit payments as above as per clause 10 (iii) to this Deptt.

**Signature of the broder with Seal
(Name, Address, Phone No)**

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Appendix – “A”

Technical Bid Format

| Sr l | Item | Required Information/details |
|---------|---|-------------------------------|
| 1 | Name of the firm | |
| 2 | Address of the firm | |
| 3 | Telephone No. | |
| 4 | Fax No. | |
| 5 | Mobile No. | |
| 6 | E-mail Id | |
| 7 | Bid Document Fees Rs. 500/- (Copy of e-grass Challan) | |
| 8 | Bid Security Rs. 8000/- (Copy of e-grass Challan) | |
| 9 | Copy of PAN Card | |
| 10 | Company Registration No. and Certificate of Incorporation (as per eligibility condition at page no. 03) | |
| 11 | Resume of AEM expert Team members of the firm(Atleast One) (as per eligibility condition at page no. 03) | |
| 12 | GST Registration certificate (as per eligibility condition at page no. 03) | |
| 13 | Experience : Copy of work order (as per eligibility condition at page no. 03) | |
| 14 | Copy of Certificate form C.A. for Annual Turnover per year of last three financial years (2020-21, 2021-22,2022-23) | |
| 15 | Copy of Self-declaration certificate for firm or company is not blacklisted or debarred | RajKaj Ref 5283813 |

| | | |
|--|--------------------------------|--|
| | by any government organization | |
|--|--------------------------------|--|

We have submitted the following documents:

1. Letter of authorization to participate in the bid
2. Technical Bid (**Appendix - "A"**)
3. Financial Bid (**Appendix - "B"**)
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)

Appendix – “B”

Financial Bid Format

Tender Inviting Authority : Director, Department of Tourism, Jaipur

Name of Work : Updation/Maintenance and new development work, as required in the existing Departmental website (www.tourism.rajasthan.gov.in), which is hosted at Bhamashah State Data Center, for a period of 1 year from reputed, interested, eligible and experienced bidders

| Details of work to be done | Amount (Inclusive Taxes) |
|--|--|
| Updation/Maintenance and new development work of Rajasthan Tourism website for 1 Year | Rs. (In Words: -----) -----) |

Note :

1. The rates quoted above shall be inclusive of all types of taxes, charges/expenses etc.
2. Payment shall be made on quarterly basis.

**Signature, Name, Designation
& Seal of the Tenderer/bidder**

Annexure - A

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit 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 either directly or indirectly in exchange for an unfair advantage in procurement process the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and 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.

A Bidder maybe 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

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- 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

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- 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.

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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:

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Annexure
C

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Director, Tourism.

The designation and address of the Second Appellate Authority is Principal Secretary, Tourism.

(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.

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- (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.

FORM No.
I

[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

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Appellant's Signature:

**Government of Rajasthan
Department of Tourism**

"Peryatan Bhawan", Opp. Vidhayak Puri Police Station, M.I. Road, Jaipur-302001
Phone-91-141-2822861 Website : www.tourism.rajasthan.gov.in

Annexure D :

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.

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- (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 rules 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.

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