

**Government of Rajasthan**  
**Department of Tourism**  
**Hotel Khasa kothi Campus, M.I. Road, Jaipur**  
**Tel. 0141-5155145, 5155111, Fax 5110593**

No.F10(2 )/Pub./Retainership/15/ 5106

Dated: 29/05/15

**Bid Document for engaging Professional Agency on Retainership basis for communication design & social media promotion.**

Sealed (technical and financial) bids are invited from interested, eligible and experienced bidders for following works for the period of two years (2015-16 and 2016-17).

S. No.	Name of Work	Estimated annual cost of work	Bid Document fee	Bid Security	Time and last date for sale of Bid document	Time and last date for submission of Bid document	Date of opening of Bid
1.	Bid Document for engaging Professional Agency on monthly Retainership basis for communication design & social media promotion	12.00 lacs	Rs. 400/-	0.24 Lacs	upto 11.00 a.m. on 17 <sup>th</sup> June 2015	upto 1.00 p.m on 17 <sup>th</sup> June 2015	3.00 p.m. on 17 <sup>th</sup> June 2015

Other details can be seen and can also be downloaded from the website [www.rajasthantourism.gov.in](http://www.rajasthantourism.gov.in) or [www.sppp.portal](http://www.sppp.portal).

  
**Additional Director (Adm.)**

# Technical Bid

## **BACKGROUND**

Department of Tourism intends to use all possible means of digital & social media to promote tourism in the State Viz. Audio Visual presentations, power point presentations, slide show, facebook, youtube, twitter etc. To achieve the desired impact through our messages, it has to be ensured that all our digital and social media communications have the appropriate content and design input. For this purpose, Department requires to engage the services of eligible agency for providing complete solution for preparation of Power Point Presentations and Social Media Management.

The selected bidder would work on Retainership basis and would be a team member, providing us with complete solution on both mediums (digital and social media) with appropriate design and communication ideas, whenever required. A fixed amount would be given on monthly basis on pre-determined rates, finalized on the basis of the open financial bids. The agency will have to undertake specific tasks and assignments on mutually agreed terms & conditions.

The Scope of Work would include projects related to:

- Power point presentations
- Social Media content creation, management and promotion

The steps of selection are as follows:

- Bidders meeting the minimum qualification shall be shortlisted.
- Shortlisted bidders will be required to make a presentation of their capabilities and past work experience at the Department of Tourism office.
- Presentation will be part of technical bid and form a basis of selection.
- Financial bids of the only technically selected bidder would be opened.
- Bidder offering lowest quote would be selected.
- Contract would be signed with the selected bidder to work on Retainership basis.

# SCOPE OF THE WORK

## 1. Power point Presentations:

- a. Development of linear Power Point Slide Presentations/Slide Shows (Based on content provided by client). Work may include one or all of the following scope:
  - Design of Power Point Slide Presentations/Slide Show
  - Creation of Power Point Slide Presentations/Slide Show template screens
  - Editing, finishing and redesigning of Power Point Slide Presentations/Slide Shows
  - Creation/ addition of slide transitions & effects
  - Integration of video clips in Power Point Presentations (does not include video creation)
  - Integration of background music in Power Point Slide Presentations including the cost of stock music
  - Conversion of PPT for web supporting version for social media or web uploads
  - Conversion of PPT to PDF versions

## 2. Social Media Content Creation, Management & Promotion - Applies to all channels/platform listed below including creation of official page (if doesn't exist) and/or working on existing the page and monthly reports of activities and results

### A. Facebook page management:

- 25 image based posts per month
- 2 cover images in a month
- Advertising management through facebook ad manager dashboard

### B. Twitter page management:

- Placing good header image and profile pic
- 50 tweets every month
- Using hash tags in trend
- Using useful hash tags in posts
- Creating official hash tags

### C. Pinterest page management:

- Posting all images as posted on facebook(25 in a month)
- Using hash tags in trend
- Using useful hashtags in posts
- Creating official hashtags
- Posting in/Creating separate pinboards

### D. Instagram page management:

- Posting all image posts as posted on facebook (25 in a month)
- Using hashtags in trend
- Using useful hashtags in posts
- Creating official hashtags

### Note:

1. Any other work on mutually agreed terms.
2. Creation of video content is not included in above scope of work.

## MINIMUM QUALIFICATIONS

The bidder should have:

- (I) At least 5 years' experience in this field
  - Bidder to submit a self-certified declaration of 5 year experience in the field.
  - Bidder to submit Copy of valid Registration Certificates or Copy of Certificate of incorporation or Service Tax Registration certificate registered before April 2008
- (II) A minimum turnover of 30 lakh from communication design activities (including digital media) during each of the last three financial years, i.e., from 01/04/2011 to 31/03/2014 OR 01/04/2012 to 31/03/2015 from communication design activities (excluding media releases, print & production, trading of goods) duly certified by CA.
  - Bidder to submit Annual Turnover during each of the last three financial years, i.e., from 01/04/2011 to 31/03/2014 OR 01/04/2012 to 31/03/2015
- (III) Complete in-house design studio with infrastructure and manpower in Jaipur
  - Bidder to submit a photograph/s of design studio
  - Bidder to submit a copy of latest electricity bill or copy of registration certificate or service tax registration which proves studio's location in Jaipur
- (IV) A full-time servicing/management team must be located in Jaipur.
  - Bidder to submit a self attested declaration stating the size of team based in Jaipur and their designations (which is as per the minimum required team size as listed in the next point)
  - Bidder to submit short CVs of the minimum team of:
    - a) 2 graphic designers (degree or diploma-holders in commercial-art) with knowledge of design software
    - b) 2 multimedia designers
    - c) 2 copy/content writers
    - d) 2 Client Servicing/Account Management Executives
    - e) 2 Social Media Experts
    - f) 2 presentation experts
- (V) Bidder is to have experience in copywriting, designing and development of the following communication materials: (at least three clients for each including at least one client for Government work related to destination/festival promotion)
  - i. Presentations, multimedia design.
  - ii. Social media management
  - Bidder to submit list of Important Clients and Successfully Completed Projects in the following format
  - **Bidder will have to submit samples of work listed below. For samples of work in Social Media bidder will have to submit screen shots of work.**

(a) **Social Media** (at least 3 including at least one client for Government work related to destination/festival promotion)

<b>Client</b>	<b>Client Contact Number</b>	<b>Details of work done (at least 3)</b>
1. _____		_____ _____ _____
2. _____		_____ _____ _____
3. _____		_____ _____ _____

(b) **AV Presentation** (at least 3 including at least one client for Government work related to destination promotion) government policy/schemes.

<b>Client</b>	<b>Client Contact Number</b>	<b>Details of work done (at least 3)</b>
1. _____		_____ _____ _____
2. _____		_____ _____ _____
3. _____		_____ _____ _____

**Please Note Bidder will also carry samples at time of presentation**

**Signature of the Bidder with stamp**

**Government of Rajasthan  
Department of Tourism**

Hotel Khasa Kothi Campus M.I. Road, Jaipur.302001  
(Telephone:-0141-5155145, 5155111 Telfax. 0141-5155100)

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**Form No. A – Technical Bid**

**Name of Work – For engaging Professional Agency on monthly Retainership basis for communication design & social media promotion.**

**NIB No. 21/2015-16**

**The Director**

Department of Tourism,  
Govt. of Rajasthan, Jaipur

We, the undersigned, declare that:

1. We have examined the Bidding Document.
2. If our Bid is accepted, we commit to deposit the Performance Security.
3. Our firm, its affiliates or subsidiaries, including any subcontractors or supplies has not been debarred by the state government or the procuring entity.
4. 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.
5. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
6. We agree to permit the procuring entity or its representative to inspect our accounts and other documents relating to the bid submission and to have them audited by auditors appointed by the procuring entity.
7. 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.

**Signature of the Bidder with stamp**

## Bid Form

- Bid for: *Engaging Professional Agency on monthly Retainership basis for communication design & social media promotion.*

- Name of the bidders:

- Postal address of the bidders:

- Address of Head Office

- Address of Jaipur Office

- The bid document fee amounting to Rs.400/- has been deposited vide DD No.

\_\_\_\_\_ dated \_\_\_\_\_, drawn on (bank) \_\_\_\_\_  
\_\_\_\_\_ .

- Number of years the bidders has been in the business of communication design:

- Annual billings from communication design work, including digital media (not including media releases, printing, production, trading of goods etc.) for last three years:

Turnover for year ended	31/3/2012	31/3/2013	31/3/2014
Rupees			

- Service Tax Registration Number

- Nature of Ownership, in case of an organization:  
(details of JV with foreign company if any)

- Bid security Deposit: DD/Bankers Cheque No. \_\_\_\_\_ Date \_\_\_\_\_  
Drawn on \_\_\_\_\_

- **Details of Office/Studio Infrastructure**

- Total PCs (excluding PCs used for admn, accounts, etc.):

\_\_\_\_\_



- Colour Printers (make):

\_\_\_\_\_

- Laser Printers (make):

\_\_\_\_\_

- Scanners (make): \_\_\_\_\_

- Other Hardware/Equipment/Resources:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**Signature of the Bidder with stamp**

# **FINANCIAL BID**

## BOQ FORM

S. No.	Item	Quantity/duration required	Cost per month (including all expenses and taxes)
1	Hiring of Professional Agency on monthly Retainership basis for communication design & social media promotion	01/2 Year	

PS:- Bidder to quote amount payable per month.

**Signature of the Bidder with stamp**

## TERMS & CONDITIONS

Terms and Conditions relating to submission of Bid:

1. Bid document shall be filled in ink or typed. No bid filled in pencil shall be considered. Corrections if any should be made clearly. The bidders shall sign the bid document at each page and at the end in token of acceptance of all the terms & conditions of the bid.
2. bids complete in all respects should reach Department of Tourism by 01.00 pm on 17<sup>th</sup> June, 2015 in two separate sealed envelopes clearly superscribed with 'Technical Bid – Bid for engaging Professional Agency on monthly Retainership basis for communication design & social media promotion' and 'Financial Bid –For engaging Professional Agency on monthly Retainership basis for communication design & social media promotion.
3. Bid security: The bidders shall be accompanied by a bid security deposit of Rs.0.24 lacs without which the bid shall not be considered. This shall be in the form of DD of Rs. 0.24 lacs in favour of Department of Tourism, payable at Jaipur.
4. The bidder must either be exclusively an organization doing such designing assignments or a bidder having exclusively defined division within the company which handles such assignments.
5. Conditional bid will not be considered.
6. The technical and financial bid offers will be submitted in separate sealed envelopes. Technical bid envelope containing the technical (creative), quality and performance as per details in technical bid document will be submitted. Financial bid offers will be submitted in individual BOQ (form-B) only. Both technical and financial bid envelopes will be submitted in container envelope with name & address of bidders and name of work.
7. Technical bids will be opened and evaluated first and the financial bid of only those bids which have technically qualified shall be opened and evaluated. Before opening the financial bids of the technically qualified bidder, the committee may call explanatory documents and visit to the store/office of the bidder if required. It will be considered as technical part of the bidding process.
8. The date and time of opening of financial bids shall be informed to the qualified bidder.
9. The rates quoted in the financial bid shall be inclusive of applicable taxes.
10. TDS would be deducted by Department of Tourism on all the payments as per rules. The agency is bound to provide PAN number to the Department of Tourism The agency is entitled to seek details of such deductions made.
11. For any other job, not mentioned in the scope of work, the Retainership firm will be required to submit the quotation for the given scope of work and work would be awarded to the lowest bidder.
12. If the nature of assignment requires travel out of Jaipur, cost of travel and accommodation during travel will be borne by Department of Tourism according the Department of Tourism TA/DA rules for Deputy Director level.
13. Department of Tourism reserves the right to reject any offer without assigning a reason. Only shortlisted parties/bidders will be called for presentations.
14. Canvassing in any form would result in rejection of the bidder.
15. Delay by Bidder in submission of additional information or clarifications sought by Department of Tourism may cause the bid to be liable for rejection

- 16.** 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
- 17. PERFORMANCE DEPOSIT:**
- Performance Deposit @ 5% of the estimated cost of the work will have to be deposited by the successful bidder within the time period stipulated by Department of Tourism.
  - Department of Tourism on its part would ensure that after the satisfactory completion of the contract, the security money is returned within 1 month.
- 18.** The approved bidder shall be deemed to have carefully examined the conditions, specifications, etc. If he has any doubts as to the meaning of any portion of the conditions or of the specification, etc, he shall before signing the bid document, refer the same to the officer and get clarifications.
- 19. REFUND OF BID SECURITY:** The bid security of unsuccessful bidder shall be refunded soon after the final acceptance of bid.
- 20. FORFEITURE OF BID SECURITY:** The Bid security will be forfeited in the following cases:
- When the bidder withdraws or modifies the offer after opening of bid but before acceptance of bid.
  - When the approved bidder does not deposit the security money within the stipulated period
- 21. PENALTY CLAUSE:** For any delay in delivery of goods and services the provisions of GF & AR would apply wherever applicable.
- 22. VALIDITY:** Rates shall be valid for a period of three months from the date of opening of financial bid.
- 23. INSPECTION:**
- Duly authorized representative of Department of Tourism shall at all reasonable time have access to the suppliers premise and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/equipment/machinery.
  - The bidder shall furnish complete address of the premises of his office/workshop/studio where inspection can be made.
- 24. INTELLECTUAL PROPERTY:**
- During period of engagement, if agency provides concepts, images and graphics for above mentioned works (wherever required). The concept, images and graphics used will be for one time use and will not become Departments property for use in print/display advertising or for any other purpose beyond that listed in scope of work.
- 25. PERIOD OF RETAINERSHIP:** The contract shall be valid for 02 years. Department of Tourism shall be free to place as many orders as required at the rates approved by it in this period. Period of rate contract may be extended for three months by mutual agreement. Payments will be made by the Department of Tourism on a monthly basis at the end of every month from the beginning of Retainership period.
- 26. REPRESENTATION & WARRANTIES:**
- The Agency 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.
- 27. CONFIDENTIALITY :** The rate contract undertakes that it shall keep strictly secret and confidential and shall not disclose, divulge or reveal during the continuance of this agreement or at any time thereafter the confidential information disclosed, communicated or given by the client relating to the products, whether disclosed or communicated to the Agency under this

agreement or gained or otherwise acquired by the Agency under or by virtue of or as a result of the implementation or performance of its obligation under this agreement.

**28. 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 Agency doing any act contrary to the provisions of this agreement.
- Department of Tourism shall be liable for and shall indemnify the empanelled agency against any liability, loss, claim or proceedings arising under any statute or common law as a result of the design/production/publication of material approved of and authorised by Department of Tourism to the created by the empanelled agency.

**29. TERMINATION OF CONTRACT:** Either party may terminate the agreement by giving three months notice in writing. During the notice period the empanelled agency would be bound by the contract and would discharge responsibilities in letter and spirit of the contract.

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

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

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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 the Bidder with stamp**

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
  - a. have controlling partners/ shareholders in common; or
  - b. receive or have received any direct or indirect subsidy from

- any of them; or
- c. have the same legal representative for purposes of the Bid; or
  - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
  - e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
  - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
  - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.



Declaration by the Bidder regarding Qualifications

*Declaration by the Bidder*

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

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

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:

2. 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.

3. The officer to whom an appeal is filed under para (I) 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.

4. 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.

## 5. 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.

## 6. Form of Appeal

- a. An appeal under para (I) 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.

## 7. 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.

## 8. 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 or 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)**

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.