

Government of Rajasthan, Department of Tourism

Hotel Khasa Kothi Campus, M.I. Road. Jaipur
Tel. 0141 5155147, Telefax 0141-5155100, 2361648,
cotraj@gmail.com, mktg.rajasthantourism@gmail.com

No. F.3 (514)/Misc./Overseas Mart./Mktg/DT/2015/32864

Date:2/2/16

Short Term Bid Notice
(NIB No. 41)

Department of Tourism, Government of Rajasthan as part of its tourism promotion strategies intends to take part in International Travel Mart - ITB, Berlin. Department will hire 60 sq mt bare space at this event for construction of Rajasthan Tourism Pavilion to showcase tourism products of the State along with the private sector partners.

Open competitive Bid under two part bidding process (technical and financial) are invited from reputed, interested, eligible and experienced organisations for **'fabrication, installation and maintenance of Rajasthan Tourism pavilion in ITB at Berlin, Germany** from 9 to 13 March 2016 in bare space up to 60 sq mtrs.

Name of Work	Estimated cost of work	Bid Security	release of Bid Advt.	Time & last date for submission of Bid	Time and date for opening of technical bids	Time and date for Creative Presentation and opening of financial bids
Fabrication, installation and maintenance of Rajasthan Tourism pavilion in ITB Berlin 2016 at bare space up to 60 sq mtrs on turnkey basis.	Rs. 20 lacs (incl. taxes)	Rs. 40,000/	3 Feb. 2016	Up to 12.00 Noon on 10 Feb., 2016	2.00 PM on 10 Feb., 2016	To be conveyed later

The Bid form can be downloaded from sppp.raj.nic.in and www.rajasthantourism.gov.in. Duly filled Bids can be submitted latest by 10 Feb., 2016 by 12 pm. Demand draft of Rs.1000/- as bid document fee, bid security of Rs 40000/- in a form prescribed in bid document in favor of Director, Department of Tourism, Rajasthan, Jaipur will have to be deposited alongwith technical part.

Director Tourism

Government of Rajasthan, Department of Tourism

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No. F.3 (514)/Mktg./Stand Fabrication/ITB/ 2016/32864

Date:2/2/16

(NIB No41)

SCHEDULE OF BID PROCESS

Event Description	Scheduled Date
Release of Bid Advertisement	03/02/2016
Last Date for submission of Bid	10.02.2016 upto 12.00 p.m.
Date & Time of Opening of Technical Bid	10.02.2016 at 02.00 p.m.
Date & Time of Creative Presentation by the technically qualified firms	To be conveyed later (Agencies can be called on very short notice on or after 10.02.16
Date and time of opening of Financial Bid	To be conveyed later
Bid Application Fee <i>(DD should be drawn in favor of "Director, Department of Tourism" from any Nationalized / Scheduled Bank, Payable at Jaipur)</i>	Rs. 1000/-
Date of Award of Contract	After finalization of financial bid
Execution of work	As per work order / agreement
Bid Security <i>(Either in the form of a DD drawn in favor of "Director, Department of Tourism, Government of Rajasthan", payable at Jaipur or in the form of an irrevocable Bank Guarantee issued by one of the Nationalized/Scheduled Banks in India and having branch in Jaipur. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.</i>	Rs. 40, 000/-

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No. F.3 (514)/Mktg./Stand Fabrication/ITB/ 2016/32864

Date:2/2/16

Short Term Notice Inviting Bid
(NIB No 41)

Rajasthan, the largest state of India is bestowed with natural beauty and rich heritage. Its architectural memoirs built with studied detail, 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. The state was visited by about 35 million tourists in 2015.

SCOPE OF WORK

Department of Tourism is seeking the services of reputed firms in the business of Pavilions Construction for fabrication, installation and maintenance of Rajasthan Tourism pavilion at bare space of 60 sq, mtrs. in ITB Berlin, Germany, 9-13 March, 2016.

The design of the pavilion may be seen enclosed with this bid document.

Scope of work

1. The agency will be required to fabricate, install and maintain Rajasthan Tourism pavilion in ITB Berlin as per approved design according to international standards and norms fixed by the ITB organizers on turnkey basis.
2. The decoration at the pavilion should be planned in such a way that it showcases the best of cultural heritage and ambience of the state.
3. The entire area hired for stall fabrication should be easily accessible and visible. There should be ample space for putting up exhibitor's counters and exhibitors to sit (about 5 co-exhibitors).
4. The company will be responsible to supervise the execution of work at site and manage the stall during the event.
5. Display of hi-resolution images and other collaterals on the inner walls. Hi res pictures shall be provided by the Deptt.
6. The display should give 3D effect to the visitor from outside the pavilion.
7. Reception kiosk, fascia, inside the pavilion as seen in the design enclosed.
8. The profile of the co-exhibitors have to be collected by the agency and exhibit properly as per directions of Departmental OIC for the event/ officer in charge.

9. Raised Platform for the stall area using suitable and permitted material such as wood and linoleum. Likewise the front and side panels shall also be made of suitable and branded media i.e sun board etc. The images will be developed on branded eco-solvent vinyl /UV print mounted on 5 mm foam board. Major elements of the display may be put in 2-3 layers to give it a 3D effect. Replica of other props shown in the design will also be used suitably.
10. Putting up one wall mounted LED screens of 42" with DVD players and DVD stands. Agency will collect the inputs/media to be displayed on these screens from department and co-exhibitors and relay it as per direction of officer in charge.
11. Provide sufficient number of furniture and other items as per requirement viz. Lounge sofa(single seated), centre table, chairs , tables, coffee table, partitions, store, coat hanger, brochure rack, table bouquets/ flower bouquets, name plates/boards, placards and reception as per requirement, potted plants, dust bins etc shall have to be arranged by the agency.
12. Stall fabrication cost, material transportation charges, customs clearances, material storage/ damage/ dumping charges, material disposal (including scraping) charges, insurances, visa processing fees of their agency staff and workmen, taxes-Custom duties, Security charges for stall and stores/material, cleaning charges of stall, dismantling charges of stall etc. are to be borne by the agency.
13. Agency has to provide all kind of electrical fixtures such as long arm spot lights, halogens, power plug sockets etc as per requirement and for proper illumination of the images and stall.
14. Electricity consumption charges would be paid/ reimbursed by the department.

Terms and conditions:

1. The bidder must either be exclusively doing such assignments or having exclusively defined division within the company which handles such assignments. Preference shall be given to the agencies which have done work of similar nature in international travel marts.
2. The minimum turnover of the bidder should be Rs.100 lacs per annum in last three years.
3. 5 years previous experience in this field is necessary.
4. The firm must have set up pavilions in at least 2 important International marts or travel event in last 5 years.
5. The bid offers shall be submitted in two separate envelopes; the technical and financial bids.
6. Demand Draft /Banker's Cheque or Cash Deposit receipt;
 - a- of Rs.1000/- for bid document fee,

b- of Rs.40,000/- (2 % of the cost of work) as bid security in favour of Director, Department of Tourism, Government of Rajasthan payable at Jaipur and

all two above shall have to be attached along with the technical offer. The two envelopes have to be deposited in Dept. of Tourism, GoR through post or in person before bid submission time.

7. Technical bids will be opened first. Before opening the financial bids the technically qualified agencies may be asked to make a power point presentation on the creative and execution aspects of the assignment before the Department. Based on these presentations the deptt shall decide to open the financial bids of the agencies whose presentations are found to be satisfactory. These presentations will be considered as technical part of the bidding process.
8. Successful bidder will have to deposit performance security equal to 5% of the total value of the work order within a week of issue of work order. No interest will be paid on these deposits. The bid security deposited earlier may be adjusted against the performance security. Performance Security will be refunded after one month of successful completion of the contract.
9. The bidder would be responsible for all risks involved in maintenance of the stall. For any accident or mishap due to poor fabrication of the stall, the bidder would be solely responsible in all respects.
10. All costs incurred by the bidder in respect of submission of bids shall be borne by the concerned firm.
11. The number of co-exhibitors in a stand could be up to 5 for which table and chairs will have to be arranged for which no extra payment shall be made.
12. Chosen firm will have to carry Rajasthan Tourism literature to the marts.
13. An agreement on non judicial stamp paper worth Rs.1000/- would be signed between the department and the successful bidder within 7 days from issuance of work order.
14. The applicable norms and specifications of event organizers will have to be abided by the bidder.
15. Electricity consumption charges shall be borne by the Department. If these are borne by the bidder for some reasons, the same shall be reimbursed on submission of actual bills. No separate charges will be paid on account of electrical fixtures, power points etc.
16. The pavilion should be ready in all respects 6 hours prior to the event.
17. Penalties would be imposed in case of delayed or faulty services as per provisions of GF&AR, RTPP rules and as decided by Department.
18. All clearances, approvals, NOC'S for events/events organizers/firm staff/ material etc. will have to be managed by firm itself. Department of Tourism may however issue letters of authorization, if so required.
19. Request for Advance payment will not be considered.
20. Payment will be made by way of electronic transfer of billed and passed amount in the bank account of the agency in Indian Rupees. The Agency will submit pre-receipt bills in triplicate along with event report and photos. The bills should be

submitted clearly indicating the agency's charges and the tax component as applicable and as per actual.

21. Rate including taxes should be quoted. Tax and VAT as applicable and as per actual.
22. For facilitating Electronic Transfer of funds, the selected agency will be required to indicate the name of the Bank & Branch, account number (i.e. bank name, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled, to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected firm.
23. For any query or clarification the interested agencies may meet the undersigned or mail the queries at cotraj@gmail.com adotadm@gmail.com or mktg.rajasthantourism@gmail.com before submitting the offers.
24. Period of validity of this bid is 60 days from the closing date for submission of the proposals.
25. The Deptt. of Tourism reserves its right, not to accept bids from the Agencies resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government Investigating Agencies / Vigilance Cell.
26. The cost/rates should be valid for up to the period of the contract.
27. Where ever specific terms and conditioned have not been spelt out in bid document, General Finance and Accounts Rules and RTPP Act & Rules of the State government shall apply.
28. The bid document shall be signed by authorized signatory of the submitting firm with date and seal.
29. Bids received after the due date and time will not be considered.
30. Termination: Deptt. of Tourism may terminate the contract of bidder in case of the occurrence of any of the events specified below:
 - I. If the Agency becomes insolvent or goes into compulsory liquidation.
 - II. If the Agency, in the judgment of Deptt. of Tourism, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
 - III. If the Agency submits to the Deptt. of Tourism a false statement which has a material effect on the rights, obligations or interests of Deptt. of Tourism.
 - IV. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Deptt. of Tourism.
 - V. If the Agency fails to provide the quality services as envisaged under this Contract. Reasons for the same would be recorded in writing. In case of such an occurrence Deptt. of Tourism shall give a written advance notice before terminating the Contract of firm.

30. Force Majeure :

- I. Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor

- (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.
- II. A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

31. Arbitration :

- (i) In event of any dispute or difference between the Deptt and the Agency, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Deptt. of Tourism. The provision of Arbitration and Conciliation Act, 1996 (No.26 of 1996) shall be applicable to the arbitration. The Venue of such arbitration shall be at Jaipur or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on the Deptt. and the Agency. The cost of the arbitration shall be shared equally by the Deptt. and the Agency to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.
- (ii) Pending the submission of and /or decision on a dispute, difference or claim or until the arbitral award is published; the Deptt. and the Agency shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

32. Jurisdiction: The contract shall be governed by laws of Rajasthan/India and all Government rules on purchase matter issued from time to time and in force for the time being are applicable to this bid or related contract/agreement. The only court/s situated in Jaipur will have the jurisdiction in legal matters related to this bid.

33. The Deptt. of Tourism is not bound to accept any bid or assign any reason for non-acceptance. The Director, Deptt. of Tourism reserves its right to accept the bid either in full or in part. Conditional, erroneous and incomplete Bids will be rejected outright.

34. The first appellate authority will be Principal Secretary Tourism and the second authority will be Finance Deptt., GoR.

**Director Tourism
Government of Rajasthan**

I / We hereby declare that I / we have gone through the terms and conditions of the bid document and I / We shall abide by all the terms and conditions.

Signature of bidder with seal

Government of Rajasthan
Department of Tourism
(NIB No.41)

To,

The Director
Department of Tourism
Government of Rajasthan
Hotel Khasa Kothi Campus
M I Road, Jaipur

We, the undersigned declare that:

1. We have examined the bidding document.
2. If our bid is accepted, we commit to 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 has not been debarred by the State Govt. or the procuring entity.
5. We understand that this bid, together with your written acceptance shall constitute a binding contract between us, until a formal contract is prepared and executed.
6. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
7. We agree to permit the procuring entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the procuring entity.
8. We declare that we have complied with and shall continue to comply with the provisions of the code of integrity for bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012 the Rajasthan Transparency in Public Procurement Rules, 2013 and this bidding document in this procurement process and in execution of the contract.
9. We accept to abide by the conditions and additional information of the bid released by Director, Tourism.
10. Following have been enclosed along with this technical bid :-
 - i) Bid document with signature and seal.
 - ii) Photocopy of two Banker Cheques / DD / Cash deposit receipts etc. towards bid security amount and bid fee.
 - a) DD / Banker Cheque / Cash Deposit receipts etc. of Rs. 40,000/- for bid security in favour of Director Tourism.

- b) DD / Banker Cheque / Cash Deposit receipts etc. of Rs.1000/- for bid fee in favour of Director Tourism.
- iii) Photocopy of Service Tax clearance certificate up to 31.3.2015 and PAN Card issued by Income Tax Dept. have been enclosed.
- iv) Experience certificate of five years having done similar work in this field has been enclosed.
- v) Final accounts audited by CA for Turnover for past three years (2011-12 to 2013-14 OR 2012 -13 to 2014 – 15) for similar work has been enclosed.
- vi) Necessary information related to human resources has been uploaded.
- vii) If the firm is a small scale industry unit (SSI), then the copy of registration as small scale unit issued by competent authority has been enclosed.
- viii) Declaration letter of being bona fide manufacturer / dealer on letter head of the firm has been enclosed.
- ix) Declarations by the bidder as per rule 7 of RTPP act and the declarations of compliance with the code of integrity and no conflict of interest (attach annx. A &B) have been enclosed.
- x) If the bidder is a firm / company, then the authorization letter of authorized representative containing his name, address and status with signature have been uploaded. Deptt. will not contact anyone else in this regard.

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

Government of Rajasthan
Department of Tourism
(NIB No.41)

Technical Criteria for Bid Evaluation – Transportation, installation and maintenance of Rajasthan Tourism pavilion in ITB Berlin 2016'

SN.	Criteria	Response
1.	Name & Address of the Bidder: Telephone/Fax/Email, Mobile.	
2.	Date of Establishment of organization (enclose evidence)	
3.	Nature of organization: whether exclusive designing and fabrication or separate division. (Enclose details)	
4.	Annual turnover in last three years (Rs.100 lacs P.A.) (Enclose C.A. certified audit accounts)	
5.	Total work experience in the field (In years) (Min. 5 yrs.)	
6.	List of works (construction or fabrication or installation of stalls in foreign travel marts) in last 5 years. Attach list with brief details and proof of work done, copies of work orders, payments proof (minimum 2 exclusive events).	
7.	Is your firm a proprietorship, partnership or registered under the Companies Act. Please give details & enclose Certificate	
8.	Details of Income Tax Registration and PAN No.	
9.	Service-Tax Registration details	
10.	Professional set up (Complete details of staff, Designers & others) Enclose list. (Separate sheet for technically qualified staff)	
11.	List of present clients & sample images of recently done works (enclose)	
12.	Creative presentation on the assignment- Major criteria for selection will be the ability of the bidder to give 3D effect and best visual effects to the pavilion. The Bidders may bring along sample creative works/replicas of props etc for presentation.	

We have submitted the following documents:

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

signed along with seal.

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

Thanking you,

Yours faithfully,

(Signature of the bidder with seal)

Name:

Designation:

Government of Rajasthan
Department of Tourism
(NIB No.--)

Financial Quote Format

The format for quoting financial offers for Fabrication, installation and maintenance of Rajasthan Tourism Pavilion in ITB Berlin 2016.

(Amt. in Rs.)

Total cost* payable to the bidder for the work (' Fabrication, installation and maintenance ') of the Rajasthan pavilion at ITB Berlin as per specification and design and including all activities as per the bid document for turnkey basis assignment	Quoted amount in INR including all taxes and levies.

Amount in words:

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

Signature of bidder with Stamp

DECLARATION BY TENDERS

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 tendered.

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

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

Conflict of interest:-

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

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

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/ shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Annexure-B

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date:

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 authorised representative.

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

[See rule 83]

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

Appeal Noof

Before the (First/Second Appellate Authority)

1. Particulars of appellant:
 - (i) Name of the appellant:
 1. Official address, if any:
 2. Residential address:

2. Name and address of the respondent(s):
 - (i)
 - (ii)
 - (iii)

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

.....

.....

.....(Supported by an affidavit)
7. Prayer:

Place

Date

Appellant's Signature:

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.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

(i) As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.



Hall 5.2b

