

# RAJASTHAN HIGH COURT, JODHPUR

## SHORT TERM TENDER NOTICE FOR PURCHASING OF 40 Nos. 800 VA UPS

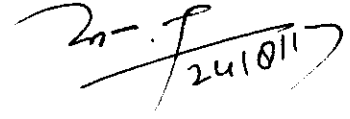
S.No.: HC/ SK/2017-18/292

Dated : 24.08.2017

Sealed tenders are invited for the purchase and installation of "800 VA UPS with 30 minute Backup" from the vendors on the prescribed form available in the office of Rajasthan High Court, Jodhpur. The interested vendors fulfilling the terms and conditions stated may submit their tenders along with the earnest money as mentioned in the tender document in sealed cover duly subscribed as "Tender for the Purchase of 800 VA UPS".  
**(Approx Tender Cost Rs. 1.88 Lakh)**

The tender form is available for purchase during office hours of the period from 28.08.2017 to 04.09.2017 till 01.30 PM in the office of Cashier of this office. The Last Date & time for submission of offer is 04.09.2017 till 02.30 PM and shall be opened on same day at 4.00 PM in the presence of the bidders who wish to be present. Bidders can also download instructions, terms & conditions from <http://www.hcraj.nic.in> and <http://sppp.rajasthan.gov.in>.

By Order,



Registrar (Admn.)

# RAJASTHAN HIGH COURT, JODHPUR

GENERAL INSTURCTIONS TO BIDDER FOR PURCHASE OF UPS 800 VA FOR FINANCIAL YEAR 2017-18

## GENERAL INSTURCTIONS TO BIDDER

### A. Name of the Authority Inviting Tender

Registrar General, Rajasthan High Court, Jodhpur, (Rajasthan) – 342001  
Phone: 0291-2541338, 2545516 Fax : 0291-2546974, Mail to:hc-rj@nic.in  
Website: http://www.hcraj.nic.in

### B. Eligibility Criteria

The NIT shall qualify based on the following eligibility criteria-

SNo.	Eligibility Criteria
1	<b>Registration of the Bidder:</b> The bidder should be registered body under the Societies Registration Act/Indian Religious and Charitable Act/Indian Trust Act/Companies Act or their state counterparts for more than three years at the time of submission of proposal.
2.	<b>Experience in implementation and management of such projects/ schemes:</b> Minimum two year of experience in implementation of this project. The work-orders and/or any other supporting documents/experience certificates issued by the competent authority of the client pertaining to such works done satisfactorily in the past should be provided.

### C. Scope of Supply:

The bidder(s) shall not quote and supply any hardware/ software that is likely to be declared as End of Sale for twelve months and End of Service/ Support for twelve months from the date of bid submission. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support in the period mentioned above, then the bidder(s) shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

### D. Declarations

Every bidder is supposed to submit a declaration in following annexures:-

**Annexure A:-** Compliance with the Code of Integrity and no Conflict of Interest.

**Annexure B:-** Declaration by the bidder regarding qualifications.

**Annexure C & D**

### E. The bidders should note the following

- (i) Strict adherence to formats, wherever specified, is required.
- (ii) All communication and information should be provided in writing.
- (iii) The Bidder should designate one person ("Contact Person" and "Authorised Representative and Signatory") authorised to represent the Bidder in its dealings with. This designated person should hold the Power of Attorney and be authorised to perform all tasks including but not limited to providing information, responding to enquiries, etc. The Covering Letter submitted by the Bidder shall be signed by the Authorised Signatory and shall bear the stamp of the firm.
- (iv) Mere submission of information does not entitle the Bidder to meet an eligibility criterion. Committee constituted under the Chairmanship of the Committee reserves the right to vet and verify any or all information submitted by the Bidder.
- (v) If any claim made or information provided by the Bidder in the NIT or any information provided by the Bidder in response to any subsequent query by, is found to be incorrect or is a material misrepresentation of facts, then the RFP will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of Committee constituted under the Chairmanship of Purchase Committee, if satisfied.
- (vi) The Bidder shall be responsible for all the costs associated with the preparation of the NIT and any subsequent costs incurred as a part of the Bidding Process shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

Authorized Signatory of Firm: \_\_\_\_\_

Name & Seal of the Firm: \_\_\_\_\_

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**F. Mode of submission of Tenders and last date**

- (i) The interested Companies/Firms/Agencies can purchase Tender Form from cashier of this office during office hours from 28.08.2017 to 04.09.2017 till 01.30 PM .
- (ii) Tender in sealed envelopes shall be deposited at the Store Section of Rajasthan High Court, Jodhpur during Office working hours or may be sent through registered/speed post addressed to **The Registrar General, Rajasthan High Court, Jodhpur.**
- (iii) The interested Companies/Firms/Agencies may send their bid dully filled in and signed with relevant documents along with Earnest Money Deposit (2% EMD) as mentioned in the schedule in form of Bankers Cheque/ Demand Draft issued in favor of **Registrar General, Rajasthan High Court, Jodhpur**, drawn on any scheduled bank payable at Jodhpur. Envelope must be superscripted "**Bid for Purchase of 800 VA UPS/Tender No HC/SK/2017-18/292 Dated 24.08.2017**" and should reach to this office upto 02.30 PM on 04.09.2017.
- (iv) The Tender should be typed or handwritten but there should not be any overwriting or cutting. **The name and signature of bidder's authorized person should appear on each page of the application.**
- (v) Tender received without Tender Fee and EMD amount will not be entertained.
- (vi) Late/delayed tender received in this office due to any reason whatsoever will not be accepted under any circumstances.
- (vii) Tender received after the last date shall not be entertained at all. This office is not responsible for postal delay.

**G. Bid Prices**

- (i) The bidder shall give the total composite price inclusive of all levies and taxes i.e. F.O.R Store. The offer of the firm shall be in Indian Rupees only. No foreign exchange will be made available by the Institute.
- (ii) The prices quoted by the bidder shall remain fix during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

**H. Technical & Financial Evaluation**

- (i) Detailed technical evaluation shall be carried out pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For the purpose of this clause, the substantially responsive bid is one that conforms to eligibility and all the terms and condition of the tender without any material deviation. The Institute's determination of bid's responsiveness is to be based on the contents of the bid itself without
- (ii) recourse to extrinsic evidence. The Institute shall evaluate the technical bids to determine whether they are complete, whether required security have been furnished, whether the documents have been properly signed and whether the bids are in order.
- (iii) The purchase committee may call the responsive bidders for discussion or presentation to facilitate and assess their understanding of the scope of work and its execution. However, the committee shall have sole discretion to call for discussion/presentation.

Authorized Signatory of Firm: \_\_\_\_\_

Name & Seal of the Firm: \_\_\_\_\_



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- (iv) A bid determined as substantially non-responsive will be rejected by the Institute and shall not be allowed to be responsive by correction of the nonconformity.
- (v) **Demonstration of Samples:** Samples of product offered may be submitted at the time of opening of bid before the purchase committee. The committee may call for the samples at any point of time.

**I. Bid Security/Earnest Money Deposit (EMD)**

- (i) EMD @ 2% of the bid value in the form of banker's cheque/demand draft of any of the scheduled banks drawn in favour of "Registrar General, Rajasthan High Court, Jodhpur" shall accompany the bid.
- (ii) The quotations received without earnest money shall be summarily rejected without assigning any reason and no Bidder shall have the right to represent against it even if his quotation happens to be the lowest.
- (iii) EMD for lesser amount/EMD not submitted in the manner prescribed will be rejected and returned to the bidder.
- (iv) The submission of EMD is compulsory for all the bidders except those who are exempted under the rules.
- (v) The earnest money will be refunded without interest to the Bidder whose tender is not accepted after the finalisation and award of the tender.
- (vi) In case of successful/ selected bidder(s), the EMD will be adjusted in arriving at the amount of the Security Deposit

**J. Security Deposit**

- (i) The successful/ selected bidder(s) shall, within Seven (7) days of the notification of Contract award, provide a security deposit 5% of the total agreed/ ordered project value for the due performance of the Contract in the amounts and currencies specified in the work order.
- (ii) The proceeds of the security deposit shall be payable to the Purchaser as compensation for any loss resulting from the successful/ selected bidder(s) failure to complete its obligations under the Contract.
- (iii) SECURITY DEPOSIT shall be forfeited in the following cases:-
- When any terms and condition of the contract is breached.
  - When the Supplier/ Selected bidder(s) fail to commence supply or stops making the supplies or fail to provide deliverables after partially executing the purchase/ work order.
  - To adjust any dues against the firm from any other contract with RHC.
  - No interest will be paid by R.H.C. on the amount of EMD and security deposit
  - Proper notice will be given to the Supplier/ Selected bidder(s) with reasonable time before EMD/ SECURITY DEPOSIT is forfeited.
  - Forfeiture of EMD/SECURITY DEPOSIT shall be without prejudice to any other right of R.H.C. to claim any damages as admissible under the law as well as to take such action against the Supplier/ Selected bidder(s) such as severing future business relation or black listing, etc.

**K. Documents/Certificates**

The Tendering firms/agencies are required to submit the self attested photocopies of following documents, failing which their bids will be summarily/out-rightly rejected and will not be considered further;

- (i) Registration certificate as per existing norms (indicating the legal status-- company/partnership firm/proprietorship concern, etc.);
- (ii) Copy of GSTIN Registration Certificates
- (iii) Copy of PAN Card,

Authorized Signatory of Firm: \_\_\_\_\_

Name & Seal of the Firm: \_\_\_\_\_



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**L. Signing of the bids**

- (i) The bid shall be typed or hand written. All pages shall be signed and stamped by the bidder as proof of having read the contents therein and in acceptance thereof.
- (ii) All entries in the bid form should be legible and filled clearly. If the space for furnishing information is not sufficient, separate sheet duly signed by the authorized signatory may be attached.
- (iii) The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case corrections shall be signed by the person/persons signing the bid.

**M. Rejection of incomplete and conditional tenders**

The incomplete and conditional tenders will be rejected. Quoting unrealistic rates will be treated as disqualification.

**N. No withdrawal after submission of bids**

No bidder will be allowed to withdraw after submission of bids/ opening of the tender; otherwise the EMD submitted by the firm shall stand forfeited.

**O. Non acceptance of the tenders received after the last date**

Tenders received after the last date and time prescribed in the NIT shall **not be** accepted under any circumstances.

**P. Non transferability**

This tender document is non transferable.

**Q. Extension of last date**

The Registrar General, Rajasthan High Court, Jodhpur may in his discretion can extend the last date for submission of the Tender and such extension shall be binding on all the Bidders.

**R. The rates offered should be in accordance with the following conditions:**

Rates quoted should be separate for each item.

Authorized Signatory of Firm: \_\_\_\_\_

Name & Seal of the Firm: \_\_\_\_\_



# RAJASTHAN HIGH COURT, JODHPUR

TERMS & CONDITION TO BIDDER FOR PURCHASE OF UPS 800 VA FOR FINANCIAL YEAR 2015-16

## TERMS & CONDITIONS

The Contract shall be governed by the following terms and conditions:-

### **A. Rates/ Prices**

1. The rates should be quoted in Indian Rupees only in words as well as in figures. All the Taxes and Duties such as Excise duty, sales tax, VAT etc. must be included in the quoted price .
2. Rates shall be valid for this financial year only. It can be extended with the permission of Head of Department. Rates valid for a shorter period shall be rejected as non-responsive. No claim for compensation or loss caused due to fluctuations or any other reasons will be entertained.
3. In case of discrepancy between the amounts in figures and words, the amount in words will only be considered for the purpose.
4. Rates should be quoted F.O.R. Destination (Free delivery at Store Section).

### **B. Penalty**

1. If the Bidder/firm stops the supply without completing it, this office may impose penalty.
2. The Registrar General, Rajasthan High Court, Jodhpur reserves the right to accept/reject any or all the bids in whole or in part and annual the bidding process without assigning any reason whatsoever and is not bound to accept the lowest tender.
3. The Registrar General, Rajasthan High Court, Jodhpur reserves the right to award the tender to more than one Bidder.
4. The Registrar General, Rajasthan High Court, Jodhpur reserves the right to relax/ withdraw any of the terms and conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.
5. The Office reserves the right to blacklist a bidder for a suitable period in case the bidder fails to honour its bids without sufficient grounds.
6. If a firm after award of the contract violates any of the terms & conditions, it shall be liable to be blacklisted and its EMD/SECURITY DEPOSIT shall be forfeited.

### **C. Specifications**

1. All articles supplied shall strictly conform to the specifications, trade mark laid down in the tender form and wherever articles have been required according to "As per Sample in office".
2. All articles supplied shall conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supplied material shall be of the very best quality and description. The decision of the Purchase Committee whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the tenderers.

Authorized Signatory of Firm: .....

Name & Seal of the Firm: .....



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**D. Extent of quantity – Repeat orders :**

1. If the orders are placed in excess of the quantities shown in the Tender Form, the Bidder shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the tender provided as per rules. If the Bidder fails to do so, the Purchase Committee shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the Bidder.
2. If the Purchase Committee does not purchase any of the tendered articles or purchases less than the quantity indicated in the tender form, the Bidder shall not be entitled to claim any compensation.

**E. Liquidated damages:** In case of extension in the delivery period with liquidated damages the recovery shall be made as per rules. The supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the Bidder.

**F. Basis of awarding the contract**

The contract shall ordinarily be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms & conditions

**G. Delivery**

In case, the firm fails to complete the supply order within the specified period from the receipt of supply order, order will be completed from other sources and the difference of cost, if any, will be recovered by issuing notice and necessary action for blacklisting the firm may also be taken.

**H. Guarantee/Warranty**

1. In the event of supply, any item found to be defective, damaged, the firm/bidder has to replace the same free of cost.
2. In case of recurrence of defects in the items, the contract shall be terminated at any point of time within 15 days' prior intimation to the firm/bidder.

**I. Agreement (on value of 0.25% of Supply order)**

The successful bidder shall submit the Agreement if required in accordance of this office format duly signed and submit the same to the office within a week of the receipt of the supply order. All charges in this regard will be borne by the bidder.

**J. It must be mentioned clearly whether bidder is manufacturer/sole manufacturer/ Authorized agents for the items for which he is quoting.**

Authorized Signatory of Firm:

Name & Seal of the Firm: \_\_\_\_\_



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1. Manufacturer must add a certificate that item(s) is manufactured by them as per range of products.
2. Sole Manufacturers must add a certificate that they are the sole manufacturer of the Item for which they are quoting in this NIT & item(s) is /are their proprietary Item in India. The rate certificate is also required from the sole manufactures that the Rates quoted are the same as they quote to other State/Central Govt. and DGS & D for the similar item(s) and these are not higher than those quoted by them.
3. Authorized agents must submit an authority letter from their Manufacturer/Principals on the letter head of the Manufacturer/Principals. The authorization letter must give/mention the purpose for which it will be allowed. The validity period of the authorization letter must be mentioned in the authority letter otherwise letter will be liable to rejection.

**K. General /others**

1. The goods/items/stores should be supplied within 15 (Fifteen) days from the date of issue of purchase order/supply order.
2. The goods/items shall be delivered to Registrar General's store at 1<sup>st</sup> floor or any designated place of the office. Unloading of goods / stores and delivery to store at above mentioned place shall be responsibility of the firm.
3. The supplier will be liable to replace the rejected /damaged goods to the stores within 10 days, failing which the legal action will be taken as deemed fit by the Department.
4. The tenderer must confirm in writing that the goods supplied by them shall be as per specification of goods mentioned in the NIT and in case any duplicate/identical goods of varying quality supplied by them, the order shall be cancelled and goods shall be purchased from the L-2 quoting firm or market, and the difference in price would be recovered from defaulter supplier.
5. The payment will be made by cheque or through RTGS on receipt of pre-receipted bill in triplicate. No request for other mode of payment will be entertained. No advance payment will be made in any case.
6. In case of failure on the part of approved supplier to supply the above mentioned items as per supply order within the stipulated period, the office shall be at liberty to purchase the said items from other sources and the difference of price will be recovered from the defaulter agency who has been awarded the order and this will be binding on the tenderer. If the failure continues for the second time or repeated on the part of approved supplier, the contract shall be cancelled and performance security would be forfeited apart from taking other legal action by this Department.
7. This office reserves the right to reject or to accept any quotation, in whole or in part without assigning any reason thereof. This office also reserves the right to renew or extend the contract for such period(s) as it may deem necessary, taking into account the satisfactory performance/services rendered by the contractor during previous year.
8. The order may be placed with one or more than one firms depending upon rates and other factors viz L.1 rates, quality of the products etc.

Authorized Signatory of Firm: \_\_\_\_\_  
Name & Seal of the Firm: \_\_\_\_\_



**Continue Page No. 8**



9. The Bidders will be bound by the details furnished by Registrar General, Rajasthan High Court, Jodhpur, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be fictitious at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
10. In any circumstances, the firm shall not appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice and performance security will be forfeited.
11. All taxes and levies will be paid by the bidder only. No other charges such as Octroi, packing, forwarding, freight insurance, loading and unloading, entry tax, demo, etc. will be allowed. All these are to be borne by the Bidder only.
12. In spite of above Terms & Condition Rules of GF&AR-II and Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules, 2013 to be applicable.

Date:

Place :

Authorized Signatory of Firm: \_\_\_\_\_

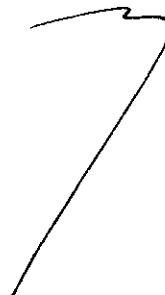
Name & Seal of the Firm: \_\_\_\_\_

I/We submit this tender after reading the tender notice (NIT), instruction of terms and conditions contained herein and accepted by me/us.

Dated:

Address:

Mobile Number: (with seal)



Signature of the Bidder

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## 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 behaviour 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.

A bidder may be considered to be in Conflict of interest with one or more parties in an 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 abiding 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 Qualification**

**Declaration by the Bidder**

In relation to my/our Bid submitted to ..... for procurement of ..... in response to their Notice Inviting Bid 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 Bidding Document, which materially affects fair competition;

Date:

Place :

Signature of Bidder

Name:

Designation:

Address:



**Annexure-C**  
**Grievance Redressal during Procurement Process**

The designation and address of the Appellate Authority

**(1) Filling 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 or the Guidelines issued thereunder, he may file an appeal to 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 filed 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 endeavor 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 of the Procuring Entity is aggrieved by the order passed by the Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, 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 Appellate Authority, as the case may be, in person or through registered post or authorized representative.

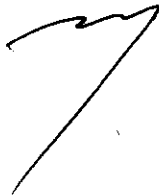
**(6) Fee for Filling Appeal**

- (a) Fee for filling appeal shall be rupees two thousand five hundred, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft of 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 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 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 there of relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies there of 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.

A handwritten signature or mark consisting of a series of loops and a long diagonal stroke.

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

Appeal No ..... of .....  
Before.....(Appellate Authority)

1 Particulars of appellant:

- (i) Name and father's name of the appellant : .....
- (ii) Official address : .....
- (iii) Residential address : .....

2. Name and address of the respondent(s)

- (i) .....
- (ii) .....
- (iii) .....

2. Number and date of the order appealed against and name and designation of the officer / authority who passed the order, 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

3. If the Appellant proposes to be represented by .....  
a representative the name and postal address .....  
of the representative. ....

5. Number of affidavits and documents enclose 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 arithmetic errors.-**

Provided that Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis, namely: -

- (a) 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;
- (b) 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
- (c) 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 (a) and (b) 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.-**

- (a) At the time of award of contract, the quantity of Goods, works or service 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.
- (b) 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.
- (c) 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 more than 50% of the value of Goods of the original **contract in current financial year 2017-18 on same terms and conditions**. If the suppliers 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.-**

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, then in such cases, the quantity may be divided between the Bidders, 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.