

RAJASTHAN HIGH COURT BENCH, JAIPUR

RHC/B/STORE/2015/ 203

DATED - 15/10/15

BID NOTICE

Sealed bids are invited for the supply of Inverters and Batteries from the manufacturers / authorized distributors / dealers on by back of Old Batteries for the Rajasthan High Court Bench, Jaipur. Rates shall be valid up to one year from date of approval.

Group "A"

Sr. No.	Name of Items	Approx. Cost	Earnest Money
1	INVERTER (1400 VA) (2 Batteries System) Sine-wave	60000/-	1200/-
(i)	Amaron		
(ii)	Luminous		
Group "B"			
1	BATTERY (150 AH INVERTER BATTERY)	529000/-	10580/-
(i)	LUMINOUS		
(II)	AMARON		
(III)	AMCO		

Bid forms, with terms & conditions, can be obtained from Cash Section of this office, on payment of Rs. 400/-. Detailed information regarding Bid is also be available on High Court Website - hcraj.nic.in and SPP Portal of finance department. A demand Draft / Banker Cheque of Rs. 400/- in favor of Registrar (Admn.) Rajasthan High Court Jaipur, should be enclosed for tender document fees downloaded by above mentioned website.

Bids should be in a sealed envelop marked conspicuously "Bid for Inverters / Inverter Batteries" or marked Group wise, should reach on or before 04.11.2015 by 3.00P.M. The Bids will be opened on 05.11.2015 at 11.00 A.M., before Purchase Committee, in presence of interested bidders or their authorized representatives.


REGISTRAR (ADMN.)
RAJASTHAN HIGH COURT BENCH
JAIPUR

Bid for:- Inverter & Inverter Batteries,
 Due date : 04.11.2015
 Bid form fee: 400/-

RAJASTHAN HIGH COURT BENCH, JAIPUR

BID – FORM

1. Bid for (Mention name of item / items).....
2. Name and postal address of the firm submitting tender

3. Address to Registrar (Administration),
 Rajasthan High Court Bench, Jaipur
4. Reference
5. The tender fee amounting to Rs. 400/- has been deposited vide cash receipt No. and date Or Bankers Cheque no..... dated..... is enclosed.
6. We agree to abide by all the conditions mentioned in Bid Notice No. RHC/B/STORE/2015/ Dated and also the further condition of the said Bid Notice given in the attached sheets (all the pages of which have been signed by us in token of our acceptance of the term mentioned therein).
7. The rates for the supply of items and the quantity to be supplied noted against each are as under :-

Group "A"					
Sr. No.	Name of Items	Estimated Cost	Offered Price (Incl. Vat) by the Firms	Offered Rates for Old Batteries (for by back)	Net Price
1	INVERTER (1400 VA) (2 Batteries System) Sine-wave	Rs. 0.6 Lack			
(i)	Amaron			X	
(ii)	Luminous			x	
Group "B"					
1	BATTERY (150 AH INVERTER BATTERY)	Rs. 5.29 Lack			
(i)	LUMINIOUS				
(II)	AMARON				
(III)	AMCO				

8. The rates quoted above are valid for one year w.e.f. Date of approval letter. The period can be extended with mutual agreement.
9. Bank Draft / Bankers Cheque No. drawn on (Name of Banker) / cash receipt No. / Challan No. and date for Rs. to cover earnest money is enclosed.
10. Registration Number and VAT Clearance Certificate and other certificate as per bid conditions are submitted herewith.
11. Deceleration of manufacturer / Dealer, Guarantee / Warranty etc. is also enclosed.

Signature of Bidder

BID conditions & specifications of Items

Note: Bidder should read these conditions carefully and comply strictly while sending their bid.

1. Bid must be enclosed in a properly sealed envelope according to the directions given in the tender notice.
2. **VAT Registration and Clearance Certificate:** No Dealer who is not registered under the VAT Act prevalent in the State where his business is located shall bid. The VAT Registration Number should be quoted and a VAT clearance certificate from the Commercial Taxes Officer of the Circle concerned shall be submitted without which the bid is liable to rejection.
3. **[Income Tax Clearance Certificate :** Bidder will have to submit an Income Tax Clearance Certificate from the Income Tax Officer of the circle concerned along with the bids without which bid may not be considered.]
4. Bid forms shall be filled in ink or typed. No bid filled in pencil shall be considered. The bidder shall sign the bid form at each page and at the end in token of acceptance of all the terms and conditions of the bid.
5. Rate shall be written both in words and figures. There should not be errors and/or over-writings, corrections otherwise there bid may not be considered. The rates should mention element of the VAT and Central Sales Tax separately.
6. All rates quoted must be FOR Jaipur and should include all incidental charges except VAT which should be shown separately. In case of local supplies the rates should include all taxes, etc., and no cartage or transportation charges will be paid by the Government and the delivery of the goods shall be given at the premises of Purchase Committee. The rates, therefore, should be exclusive of local tax, in case goods to be purchased are for the purpose of resale or use as manufacture of any goods for sale, the rates shall be inclusive of local tax. In the former case, a certificate in the prescribed form will be furnished along with the supply order.
7. **Price Preference:** 1[Price preference/preference will be given to the goods produced or manufactured by Industries of Rajasthan over goods produced or manufactured by Industries outside Rajasthan as per Purchase of Stores (Preference to Industries of Rajasthan) Rules, 1995.]
8. **Validity:** Bids shall be valid for a period of 90 days from the date of opening of Bid.
9. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before signing the contract, and get clarifications from the concerned office.
10. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
11. **Specifications:**
 - (i) All article supplied shall strictly conform to the specifications, trade mark laid down in the bid form and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such marks.
 - (ii) **Warranty/ Guarantee clause :** The bidder would give guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of one year from the date of delivery of the said goods / stores / articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and /or approved the said goods/stores/articles, if during the aforesaid period of 30 days /months, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Committee in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods stores/articles or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods / articles / stores will be at the seller's risk and all the provisions relating to rejection of goods, etc., shall apply. The bidder shall if so called upon to do, replace the goods, etc., or such portion thereof as is rejection by the Purchase Committee, otherwise the tenderer shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
 - (iii) In case of machinery and equipment also, guarantee will be given as mentioned in clause (iii) above and the bidder shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and equipments operative. The bidder shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.
 - (iv) In case of machinery and equipment specified by the Purchase Committee the bidder shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The bid shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipments whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the Purchase Committee who may like to purchase spare parts from them to maintain the machinery and equipments in perfect condition.
12. **Inspection:**
 - (a) The Purchase Committee or his duly authorized representative shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/equipment/machineries during manufacturing process or afterwards as may be decided.
 - (b) The bidder shall furnish complete address of the premises of his office, go down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.
13. **Samples :** Bids for articles marked within the schedule shall be accompanied by two set of samples of the articles tendered properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train, etc., should be dispatched freight paid and the R/R or G.R. should be sent under a separate registered cover.
14. Each sample shall be marked suitably either by written on the sample or on a slip or durable paper securely fastened to the sample, the name of the bidder and serial number of the item, of which it is a sample in the schedule.
15. Approved samples would be retained free of cost up to the period of six months after the expiry of the contract. The Government shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained. The Sample shall be collected by the bidder on the expiry of stipulated period. The Government shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by the Government and no claim for their cost, etc., shall be entertained.
16. Samples not approved shall be collected by the unsuccessful bidder. The Government will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these

samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.

17. Supplies when received shall be subject to inspection to ensure whether they confirm to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like Sri Ram Testing House, New Delhi and the like and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such tests.

18. **Drawl of Samples:** In case of tests, samples shall be drawn in four sets in the presence of bidder or his authorized representative and properly sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories and / or testing house and the third or fourth will be retained in the office for reference and record.

19. **Testing charges :** Testing charges shall be borne by the Government. In case urgent testing is desired to be arranged by the bidder or in case of test results showing that supplies are not up to the prescribed standards or specifications, the testing charges shall be payable by the bidder.

20. **Rejection:**

(i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the bidder at his own cost within the time fixed by the Purchase Officer.

(ii) If, however, due to exigencies of Government work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the bidder of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

21. The rejected articles shall be removed by the bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the bidder's risk and on his account.

22. The bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the materials by the consignee. No extra cost on such account shall be admissible.

23. The contract for the supply, can be repudiated at any time by the Purchase Officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording of the reasons for repudiation.

24. Direct or indirect canvassing on the part of the bidder or his representative will be a disqualification.

25. (i) **Delivery period:** The bidder whose bid is accepted shall arrange supplies within the period as mentioned in Purchase order.

(ii) **Extent of quantity – Repeat orders :** If the orders are placed in excess of the quantities shown in bid the notice, the bidder shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the bid provided that the repeat orders are up to 50% of the quantity originally purchased and the period is not more than one month from the date of expiry of last supply. If the bidder fails to do so, the Purchase Officer shall be free to arrange for the balance supply by limited bid or otherwise and the extra cost incurred shall be recoverable from the bidder.

(iii) If the Purchase Officer does not purchase any of the tendered articles or purchases less than the quantity indicated in the bid form, the bidder shall not be entitled to claim any compensation.

26. **Bid Security :**

(a) Bid shall be accompanied by an Bid Security as per rules i.e. 2% of the approximate cost of tender without which bids will not be considered. The amount should be deposited in the name of **Registrar (Administration) Rajasthan High Court Bench, Jaipur**

(i) Cash through treasury challan deposited under head "8443-Civil Deposits – 103 –Performance Security".

(ii) Bank Drafts/Bankers Cheque of the scheduled Bank.

(b) **Refund of Bid Security :** The bid security of unsuccessful bidder shall be refunded soon after final acceptance of bid.

(c) **Partial exemption from Bid Security :** Firms which are registered with Director of Industries Rajasthan, shall furnish the amount of bid security in respect of items for which they are registered as such subject to their furnishing registration certificate in original or Photostat copy or a copy thereof duly attested by any Gazetted Officer 2[deleted] from the Director of Industries, Rajasthan, at the rate of 1/2% of the estimated value of the bid shown in NIT.]

(d) The Central Government and Government of Rajasthan Undertakings need not furnish any amount of bid security.

(e) The **Performance Security** lying with the department / office in respect of other bids awaiting approval or rejected or on account of contracts being completed will not be adjusted towards bid security/security money for the fresh bids. The bid security may however, be taken into consideration in case bids are re-invited.

27. **Forfeiture of Bid Security :** The bid security will be forfeited in the following cases :

(i) When bidder withdraws or modified the offer after opening of bid but before acceptance of bid.

(ii) When bidder does not execute the agreement if any, prescribed within the specified time.

(iii) When the bidder does not deposit the security money after the supply order is given.

(iv) When he fails to commence the supply of the items as per supply order within the time prescribed.

28. **Agreement and performance Security :**

(i) Successful bidder will have to execute an agreement within a period of 7 days of receipt of order and deposit performance security equal to 5% of the value of the stores for which bids are accepted within 15 days from the date of dispatch on which the acceptance of the bid is communicated to him.

(ii) The Bid Security deposited at the time of bid will be adjusted towards security amount. The Security amount shall in no case is less than earnest money.

(iii) No interest will be paid by the department on the security money.

(iv) The forms of security money shall be as below :-

(a) Cash/Bank Draft/Bankers Cheque / Receipted copy of challan / fixed Deposit.

(b) Post office Savings Bank Pass Book duly pledged.

(c) National Savings Certificate, Defense Savings Certificates, Kisan Vikas Patras, or any other script / instrument under National Savings Scheme for promotion of small savings, if the same can be pledged. These certificates shall be accepted at surrender value.

(v) The security money shall be refunded within one month of the final supply of the items as per purchases order in case of one time purchase and two months in case delivery is staggered, after the expiry of contract on satisfactory completion of the same or after the expiry of the period of guarantee if any, whichever is later and after satisfied there are no dues outstanding against the bidder.

[(2) (i) Firms registered with the Director of Industries Rajasthan in respect of stores for which they are registered, subject to their furnishing the registration and prescribed 3[deleted] in original form the Director of Industries or a Photostat copy of a copy thereof duly attested by any Gazetted Officer, will be partially exempted from bid security and shall pay security deposit at the rate of 1% of the estimated value of bid.]

(ii) Central Government and Government of Rajasthan's Undertakings will be exempted from furnishing security amount.

(3) **Forfeiture of performance Security** : Security amount in full or part may be forfeited in the following cases :-

(a) When any terms and conditions of the contract are breached.

(b) When the bidder fails to make complete supply satisfactorily.

(c) Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Purchase Officer in this regard shall be final.

(4) The expenses of completing and stamping the agreement shall be paid by the bidder and the department shall be furnished free of charge with one executed stamped counter part of the agreement.

(ii) **Liquidated damages** : In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores with the bidder has failed to supply :-

(1) (a) delay up to one fourth period of the prescribed delivery period 2 ½%

(b) delay exceeding one fourth but not exceeding half of the prescribed period 5%.

(c) delay exceeding half but not exceeding three fourth of 7½% the prescribed period.

(d) delay exceeding three fourth of the prescribed period. 10%

(2) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

(3) The maximum amount of liquidated damages shall be 10%.

(4) If 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.

(5) 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.

29. **Recoveries**: Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

30. The Purchase Officer reserves the right to accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles for which bidder has been given or distribute items of stores to more than one firm/supplier.

31. The bidder shall furnish the following documents at the time of execution of agreement:-

(i) Attested copy of Partnership Deed in case of Partnership Firms.

(ii) Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.

(iii) Address of residence and office, telephone numbers in case of sole Proprietorship.

(iv) Registration issued by Registrar of Companies in case of Company.

32. If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Head of the Department who 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.

33. All legal proceedings, if necessary arise to institute may by any of the parties (Government of Contractor) shall have to be lodged in courts situated in Rajasthan and not elsewhere.

34. All papers/pages of bid conditions must be signed by the bidders.

35. (i) Any Change in the constitution of the firm, etc, shall be notified forth with by the supplier in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

(ii) No new partner/partners shall be accepted in the firm by the supplier in respect of the rate contract unless he/ they agree to abide by all its terms, conditions and deposit with the purchase officer a written agreement to this effect. The supplier receipt for acknowledgment of that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the contract.

36. **VAT Clearance & Registration Certificate**:- No Bidder who is not registered under the VAT Act Prevalent in the state where his business is located shall Bid. The VAT Registration no. (TIN) should be quoted and a VAT clearance certificate form the Commercial Taxes Officer of the Circle concerned shall be submitted with out which the Bid is liable of rejection.

37. The bidders must have certification, from ISO 9001: 2008, ISO 14001:2004 & OHSAS 18001:2007 or from the Govt. Agencies who certifying the product.

38. The bidders shall have a local sales & service office at jaipur. Address and details of contact person to be attached.

39. Only Original Equipment Manufacturer (OEM) or their authorized dealer can be participate in the bid. In case of dealer, Authorization certificate form the manufacturer shall be submitted along with the bid.

40. The bidder shall provide documents supporting the Original Equipment Manufacture(OEM) facility.

I have read the above conditions carefully. I accept these conditions and will always abide from these.

Signature of Bidder.

Annexure A : Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit 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 or 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.

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Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date:

Place:

Signature of bidder

Name :

Designation:

Address:

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Annexure C : 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 thereunder, 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 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 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.

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(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.

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:

(ii) Official address, if any:

(iii) 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)

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.