

## **RAJASTHAN HIGH COURT BENCH, JAIPUR**

No. RHCB/STORE/2022-23/276

Date- 04/11/22

### **Open Bid Notice for Rate Contract**

Sealed Bids are invited for the supply of Furniture Items from the manufactures/authorized distributors/dealers for the Rajasthan High Court Bench, Jaipur. Rates will be effective from the date of approval letter.

S. No.	Name of Items	Approx. Cost Rs. (In lac)	Earnest Money (In Rs.)
<b>Furniture Items (Estimatated Cost Rs. 9.70 Lac)</b>			
1	Almirah	9.70Lac	19,500/-
2	Racks		
3	Executive Table		
4	Computer Table		
5	Office Table		
6	Library Stack (7x7)		
7	Steel Ladder		
8	Visitors Chair		
9	Computer Revolving Chair		
10	Stool		

Bid forms, with terms & conditions, can be downloaded from High Court Website - <http://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 Bench, Jaipur should be enclosed for tender documents fees downloaded from above mentioned website.

Bids in a sealed envelope marked conspicuously "Bid for Furniture Items" should reach on or before 11.11.2022 by 04.30 P.M. The Bids will be opened on 14.11.2022 at 11.30 A.M., before Purchase Committee, in presence of interested bidders or their authorized representatives.

  
Registrar (Administration)

Bid form for:- Furniture Items  
Bid form fee: Rs. 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 DD No. .... dated ..... Or Bankers Chaque no. .... dated ..... is enclosed.
6. We agree to abide by all the conditions mentioned in Bid Notice No. RHC/B/STORE/2022-23/..... 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 :-

<i>Sr. No.</i>	<i>Name of Items with Brand</i>	<i>Unit</i>	<i>Approx Req. Qty.</i>	<i>Offered Price (Incl. Applicable Taxes) per unit</i>
1	<b>Almirah</b> <i>Specifications</i> (78x36x19) inch, thickness of shelves 18 gauge & body 20 gauge having 6 compartments with branded lock (3 years warranty) Weight- Approx. 80Kg. Colour & Design will be approved by Committee. <b>Note:</b> Item's detail should be paint on corner of the top. example: RHC/B/2022-23/S.No.	Per Piece	20	
2	<b>Racks</b> <i>Specifications</i> (7x3x1.5) feet 18 gauge, 7 shelves and 6 compartments. Steel Weight= Approx. 37 Kg. Colour & Design will be approved by Committee. <b>Note:</b> Item's detail should be paint on corner of the top. example: RHC/B/2022-23/S.No.	Per Piece	65	
3	<b>Executive Table</b> <i>Specifications</i> Main Office Desk Size 1800x900x750 mm, with pedestal size 460x450x630mm with 2 drawer . Side Rack 900x470x630mm with one openable shutters. Weight bearing capacity of 10 kgs. <b>Note:</b> Item's detail should be paint on side of drawer. example: RHC/B/2022-23/S.No.	Per Piece	2	
4	<b>Computer Table</b> <i>Specifications</i> (90 x 50 x 75) cm <b>Note:</b> Item's detail should be paint on back side. example: RHC/B/2022-23/S.No.	Per Piece	14	
5	<b>Office Table</b> <i>Specifications</i> (LxHxD= 1117.6x762x609) mm, with one side 3 drawers and one side cabinet with gate (Top 1219.2x762)mm Pipe- 14 gauge	Per Piece	9	

	Box Self- 20 gauge <b>Note:</b> Item's detail should be paint on side of drawer. example: RHCb/2022-23/S.No.			
6	<b>Library Stack (7x7)</b> <i>Specifications</i> <b>Depth- 22", Height- 90", Width- 245" (35"x7)</b> with double side adjustable 7 shelves with 18 gauge thick and 16 gauge thick folded G-channels. Total number of foots are eight (8) having 16 gauge. <b>Note:</b> Item's detail should be paint on back side. example: RHCb/2022-23/S.No.	Per Piece	1	
7	<b>Steel Ladder</b> <i>Specifications</i> Height- 8 ft Making- Steel Design will be approved by Committee. <b>Note:</b> Item's detail should be paint on back side example: RHCb/2022-23/S.No..	Per Piece	2	
8	<b>Visitors Chair</b> <i>Specifications</i> Made of 14gauge powder coated round CRC 1" Pipe. Arm rest PU fabric material by connected 3/4" round pipe for additional support with 1 mm plate WxDxH (76.3x76.3x103.3-115.3)cm Seat Height 44.2-54.2 cm. Colour, Design & Tapestry will be approved by Committee. <b>Note:</b> Item's detail should be paint on back side. example: RHCb/2022-23/S.No.	Per Piece	7	
9	<b>Revolving Chair (Net)</b> <i>Specifications</i> Back Frame in Moulded PP, PU moulded Cushion on Seat, Nylon Mesh in Back with PP 'T' arms, Nylon base, Push Back Mechanism & Gas Lift 1.5x Colour, Design & Tapestry will be approved by Committee. <b>Note:</b> Item's detail should be paint on back side. example: RHCb/2022-23/S.No.	Per Piece	40	
10	<b>Stool</b> <i>Specifications</i> Height- 2.6, top MDF board (18"x18") having 16 gauge square steel pipe (1"x1"), top side pipe distance 19"x19" with one step <b>Note:</b> Item's detail should be paint on frame's one leg. example: RHCb/2022-23/S.No.	Per Piece	10	

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 consent as per rules.
9. Bank Draft/Bankers Cheque No. .... drawn on ..... (Name of Banker) and date ..... for Rs. .... to cover earnest money is enclosed.
10. GST Registration Certificate is submitted herewith.
11. Declaration of manufacturer/Dealer etc., is also enclosed.

Signature of tenderer

### **BID conditions**

**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. Firm should be registered under GST Act. Prevalent in the state where his business is located & GST registration No. should be quoted, CGST & SGST should be mentioned separately.
3. Bid forms shall be filled in ink or typed. Bid filled in pencil shall not 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. The bid evaluation committee shall correct arithmetical errors in substantially responsive 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 bid evaluation committee 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 clause (a) and (b) above.
5. All rates quoted must be FOR Jaipur and should include all incidental charges which should be shown separately. In case of local supplies the rates should include all taxes, 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.
6. **Price Preference:** 1[Price 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.) ]
7. **Validity:** Bids shall be valid for a period of 90 days from the date of opening of Bid.
8. The approved supplier shall be deemed to have carefully examined the conditions, specifications, 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, etc., he shall get clarifications from the concerned office, before filing the Bid.
9. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
10. **Specifications:**
  - (i) The articles supplied shall strictly conform to the specifications, enclosed with the bid form.
  - (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 (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 bidder 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( ii) 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 bidder 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.

**11. 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, godown 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.

12. Supplies when received shall be subject to inspection to ensure whether they confirm to the specifications.

**13. 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.
14. 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.
15. The bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road 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.

16. 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.
17. Direct or indirect canvassing on the part of the bidder or his representative will be a disqualification.
18. **Delivery period:** The bidder whose bid is accepted shall arrange supplies within the period as mentioned in Purchase order.
  - (i) **Extent of quantity – Repeat orders :** If the orders are placed in excess of the quantities shown in bid. 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 agreement. 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.
  - (ii) 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.
19. **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 self attested Photostat copy 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.
20. **Forfeiture of Bid Security :** The bid security will be forfeited in the following cases :
  - (i) When bidder withdraws or modified the bid, 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.
21. **Agreement and performance Security :**
  - (i) Successful bidder will have to execute an agreement within a period of 7 days of receipt of order alongwith performance security equal to 5% of the value of the stores for which bids are accepted.

- (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 Fixed Deposit.
  - (v) The security money shall be refunded 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 in original form the Director of Industries or a self attached Photostat copy 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 is 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) (i) 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.
22. **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.
23. 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.
24. The bidder shall furnish the following documents along with the original bid :-
- (i) Bid security as desired for applied category.
  - (ii) GST Registration Certificate.
  - (iii) PAN Number.
  - (iv) Firm Registration Certificate.
  - (v) Certificate of authorized dealership.
25. 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.

26. 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.
27. All papers/pages of bid conditions must be signed by the bidders.
28. (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.
29. The bidders must have certification, from ISO 9001: 2008, ISO 14001:2004 & OHSAS 18001:2007 or from the Govt. Agencies who certifying the product.
30. The bidders shall have a local sales & service office at Jaipur. Address and details of contact person to be attached.
31. 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.
32. The bidder shall provide documents supporting the Original Equipment Manufacture(OEM) facility.

## **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:



### **Annexure C : Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is Reg. Administration

The designation and address of the Second Appellate Authority is Reg. General

#### **(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.

Doc1



(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

**(6) Fee for filing appeal**

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

**(7) Procedure for disposal of appeal**

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

FORM No. 1  
[See rule 83]

**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.