

e-Tender Cost Rs.3000(Non Refundable)

MD RISL Processing Fees: Rs. 1000/-(Non refundable)

e-TENDER FOR VARIOUS JOBS TO BE UNDERTAKEN

AT

**RAJASTHAN PAVILION (Hanger 15 Lake) FOR INDIA INTERNATIONAL TRADE
FAIR**

(IITF-2017),

SCHEDULED FROM

14-27 NOVEMBER, 2017

The Rajasthan Small Industries Corporation Ltd.

(A Government of Rajasthan Undertaking)

Jaipur

Head Office Udyog Bhawan,

Tilak Marg, 'C'-Scheme

Jaipur-302005

Tel: 0141-2227718

Fax: 0141-5115766

e-tendering site: **eproc.rajasthan.gov.in**

**INDUSTRIES DEPARTMENT
GOVERNMENT OF RAJASTHAN**

JAIPUR

e-Tender Notice

On behalf of Government of Rajasthan, e-tenders are invited for undertaking complete exterior & interior designing & fabrication works of the **Rajasthan State Pavilion (Hanger 15 LAKE)** at Pragati Maidan, New Delhi for **India International Trade Fair-2017** under two bid system on turnkey basis.

The proposal should be conceived in accordance with the theme of the Fair "**Start up India: Stand up India**".

The details of specific jobs/tender documents can be downloaded from Rajasthan Government e-tender portal eproc.rajasthan.gov.in or <http://industries.rajasthan.gov.in/content/industries/rsicl.html> and should be submitted online on **eproc.rajasthan.gov.in**.

Last date for submitting e-Tender : 16.10.2017 upto 1.00 PM

Date of opening of e-Tenders : 16.10.2017 at 3.00 PM

Contact:- Ravi Agrawal, Director Pavilion, First Floor, Udh yog Bhawan, Jaipur-302005, Phone No. 0141-2227718

E - TENDER FOR DESIGN AND FABRICATION OF RAJASTHAN PAVILION ON “TURNKEY BASIS”

Subject: Invitation of e - tender for Exhibition on Rajasthan Pavilion subjects on “TURNKEY BASIS” by The Rajasthan Small Industries Corporation Ltd. to be held from 14th to 27th November, 2017 during IITF 2017 at Pragati Maidan, New Delhi.

I. The Rajasthan Small Industries Corporation Ltd., Government of Rajasthan intends to invite online bid (e-tender) through **SPPP** portal and eproc.rajasthan.gov.in and www.rajsico.gov.in from reputed and experienced agencies for Exhibition/Display work for Exhibition from 14th to 27th November, 2017 during IITF - 2017 at Pragati Maidan, New Delhi, on “TURNKEY BASIS” only. The online bids will be accepted through **eproc.rajasthan.gov.in** portal latest by 1.00 pm on or before 16th October, 2017 in Jaipur. No manual (off-line/physical) bids will be accepted/considered. Only Original DD / Bank Guarantee of Tender Fees, Processing Fess, EMD will be submitted till 3.00 PM 16.10.2017 to the Director Pavilion , in “THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD”, Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005.

II. A pre-bid meeting will be convened on 3rd October, 2017 at 11:30 am in at Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur. Interested agencies may attend per-bid meeting on the said date & time. Confirmation for participation in pre-bid meeting should be communicated at the email address rajsico@rajasthan.gov.in for necessary action for issuing Entry/Security passes.

III. The technical bid will be opened on 16.10.2017 at 03.00 pm in Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005

IV. Interested agencies may submit tender through online portal i.e., **eproc.rajasthan.gov.in** along with scanned copies of all requisites/ documents including scanned copy of DD EMD/Bank Guarantee of Rs. 1.00 Lakh issued by any scheduled/ nationalized bank only. Each page of the tender document must be self-certified by the tenderer/ authorized signatory, without which, the tender will not be considered.

V. The original of the above EMD of Rs. 1.00 Lakh as mentioned above must be issued and payable at Jaipur, should be submitted to the Director Pavilion , in “THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD”, Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 latest by 3.00 pm on or before 16th October, 2017. Late submission of original EMD would disqualify the bid.

VI. The non-refundable tender fee of Rs. 3,000/- by Demand Draft/Pay Order in favor of 'THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD' payable at Jaipur and processing fee of Rs. 1,000/- in favor of 'MD RISE' payable at Jaipur, is required to be deposited with the office of the Director Pavilion , in THE RAJASTHAN SMALL INDUSTRIES CORP. LTD, Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 latest by 3.00 pm on or before 16th October, 2017.

VII. Theme of the Exhibition: will be “START UP INDIA and STAND UP INDIA” which will showcase Rajasthan Tradition with multimedia/Digital display including virtual/ immersive technology from 14th to 27th November, 2017 during IITF- 2017 at Pragati Maidan, New Delhi (India). **The concept note may be seen at Annexure- E.**

VIII. The Rajasthan Small Industries Corporation Ltd., Government of Rajasthan reserves the right to accept or reject the whole tender or any part of rates received without assigning any reason. THE RAJASTHAN SMALL INDUSTRIES CORP. LTD will entertain no request for any change in the rates after receiving the tender.

IX. Tender Form detailing on Terms & Conditions and detailed numerical criteria for evaluation of Technical Bids (**Annexure –A & B**)& Qualification and other information (**Annexure – C**) and Financial Bid Format (**Annexure – D**) may please be seen on SPPP portal or RSIC website www.rajsico.gov.in and eproc.rajasthan.gov.in

Sd/-
Ravi Agrawal
(Director Pavilion)
0141-2227718

TABLE OF CONTENTS

| Title | Page No. |
|--|-----------------|
| Notice Inviting Tender | 4 |
| General Aspects of Tender | 5 |
| Instructions to bidders/Terms & Conditions of the Contract | 6 |
| Performa for Financial Bid(Sample) | 24 |
| Appendix A TO D as per RTTP | 26 |

Government of Rajasthan
The Rajasthan Small Industries Corporation Ltd.
(RAJSICO)

Udyog Bhawan, Tilak Marg,
C-Scheme, Jaipur-302005

NOTICE INVITING TENDER

(For publishing on the website)

Tender No.RSIC-17/2017-18 Exhibition Tender for design and fabrication of Rajathan Pavilion on “Turnkey Basis”

| | |
|--|--|
| Tender No. | RSIC No-17/ 2017-18 |
| Tender forms available on website | For online tender: eproc.rajasthan.gov.in and SPPP portal |
| Date and Time of Issue/Publishing | 1.10.2017 10.00 am |
| Document download starting date and time | 1.10.2017 10.00 am |
| Bid submission starting date and time | 1.10.2017 10.00 am |
| Bid submission last date and time | 16.10.2017 1.00 pm |
| Date and time of opening of Technical bid | 16.10.2017 3.00 pm |
| Place of opening of Technical bid | Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 |
| Date of opening of Financial bid | To be intimated later |
| Date of Pre-bid meeting with interested agencies | 03.10.2017 11..30 pm |
| Place of Pre-bid meeting | Board Room Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 |

Interested Bidder can participated in online bidding on state tendering portal i.e. eproc.rajasthan.gov.in

Bid document can also be downloaded for viewing purpose from website www.rajsico.gov.in

Sd/-
Ravi Agrawal
(Director Pavilion)
0141-
2227718

Government of Rajasthan
The Rajasthan Small Industries Corporation Ltd.
(RAJSICO)

BID DOCUMENTS- The services required, bidding procedures and contract terms are prescribed in Bid Documents. The bid Documents include:

- Notice Inviting Tender
- General Aspects of Tender
- Instructions to Bidders
- Instructions for online Bid Submission
- Terms and Conditions of the Contract
- Format of Tender acceptance letter
- Format of Price Bid

Government of Rajasthan
The Rajasthan Small Industries Corporation Ltd.
(RAJSICO)

TERMS AND CONDITIONS OF TENDER (ToR)

1. Engagement of agency shall be valid for exhibitions on turnkey basis only to be organized from 14- 27th November, 2017 during IITF 2017 at PragatiMaidan New Delhi. The job shall be completed under the direct supervision and direction of the officer/officers deputed by The Rajasthan Small Industries Corporation Ltd.(RAJSICO)

2. The contract shall be reviewed any time during the assigned period by THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD with respect to the work done and services provided by the agency. If the work/services of the agency are found unsatisfactory on any account, the contract may be terminated by THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD without any cost.

3. The contractor/bidder/agency will not be allowed to alter or modify their bids after expiry of the deadline for receipt of bids.

4. THE ESSENTIAL AND MINIMUM ELIGIBILITY CONDITIONS/CRITERIA FOR CONSIDERATION OF BID FOR EVALUATIONS:

4.1. The following are the minimum eligibility criteria essential for consideration of any bid for further scrutiny or evaluation. Interested agencies must ensure their eligibility based on following prescribed minimum criteria, before submitting online bid.

4.2. All supporting documents required as proof of eligibility must be submitted /attached along with tender bid documents duly signed by tenderer on each page. The bids without supporting documents as mentioned against each eligibility criteria shall be summarily rejected without any notice. The page number must be filled in the prescribed column by the bidder himself, without which the application will be treated as deficient and rejected without any notice.

| S.No. | ESSENTIAL AND MINIMUM ELIGIBILITY CONDITIONS/CRITERIA | SUPPORTING DOCUMENTS AS PROOF MAY BE CONSIDERED (NO OTHER DOCUMENT SHALL BE CONSIDERED) | Page No. of supporting document submitted online as proof of eligibility as mentioned in column No. 2 & 3 |
|-------|--|--|---|
| (1) | (2) | (3) | (4) |
| 1. | Earnest Money Deposits (EMD) of Rs. 1.00 Lakh | Submission of Original EMD of Rs. 1.00 Lakh by Bank Guarantee at prescribed address as mentioned in tender document latest by 3.00 pm on or before 16 th October, 2017. | |
| 2. | Non-refundable tender bid processing fee of Rs. 3,000/- and DD Rs. 100/- in favor of MD RISL, Jaipur | i. Deposit of Bank Draft/ Bank Pay order of Rs 3,000/- in favor of 'THE RAJASTHAN SMALL INDUSTRIES CORP. LTD' payable and processing fee of Rs. 1,000/- in favor of 'MD RISL' payable at prescribed address as mentioned in tender document latest by 3.00 pm on or before 16 th October, 2017. | |

| | | | |
|----|--|--|--|
| 3. | Minimum three years relevant professional experience in last three year i.e. 2014-15,2015-16,2016-17 | i. Firm/ Agency/ Company Registration Certificate issued by Govt. Authority only | |
| | | ii. Work order issued in the name of said agency during the consecutive last 03 years w.e.f. 01.04.2014 to 31.03.2017. | |
| 4. | Minimum Annual Turnover of not less than Rs. 1.00 crores (one crores) from Exhibition work on Turnkey Basis only for the last three consecutive years i.e., 2014-15, 2015-16 and 2016-17. | i. A CA certified copy of annual turnover from the Exhibition work executed on TURNKEY BASIS only during the last three consecutive years i.e., 2014-15, 2015-16 and 2016-17. | |
| | | ii. Work order issued in the name of said agency for exhibitions on turnkey basis only during the consecutive last 03 years w.e.f. 01.04.2014 to 31.03.2017 as proof of above turnover. | |
| | | iii. The work order of Less than Rs. 30.00 Lakh will not be considered for any purpose - neither for turnover nor number of exhibitions nor evaluations. vii. Balance-sheet and profit/loss account of last three financial year's w.e.f. 2014-15, 2015-16. 2016-17 to be duly certified by CA | |
| 5. | At least two (2) National or International Exhibitions done with a minimum work order of Rs. 30.00 lakh on turnkey basis during last three years w.e.f. 2014-15, 2015-16. 2016-17 | i. At least two (2) work orders with a minimum of Rs.10.00 lakhs during last three years w.e.f. 2014-15, 2015-16. 2016-17, on turn-key basis only for work of exhibitions at National or International Exhibitions. ii. Work order below the amount of Rs.10.00 lakhs will not be considered for any purpose. Rate contract work will not be considered for turnover. | |
| 6. | Service Tax Deposit/ VAT Receipts | i. Copies of Service Tax Deposits/ VAT Deposits of last three years w.e.f. 2014-15, 2015-16. 2016-17 to be annexed. | |

| | | | |
|----|--|--|--|
| 7. | Final Income Tax Returns | ii. Copy of ITR (last revised if any) with Acknowledgment Certificated of last three years w.e.f. 2014-15, 2015-16, 2016-17. | |
| 8. | Only firms/agencies registered with taxation authorities of the Government of India and respective state governments | iii. Copy of PAN Card | |
| | | iv. Copy of TIN Registration | |
| | | v. Copy of Service Tax Registration | |
| | | vi. Copy of VAT Registration | |
| | | vii. Copy of GST/SG Registration | |
| 9. | Work Completion/ Execution Certificate | i. Satisfactory Work/ Task Completion/Execution Certificate for each work order submitted for any purpose. | |
| | | ii. Work order will not be considered for any purpose if satisfactory Work/Task Completion Certificate from client organizations is not submitted. | |
| 10 | Solvency certificate not less than 25 lakhs | Name of bankers and full address enclosing solvency certificate not less than 25 lakhs indicating financial capacity. | |

4.3. IMPORTANT INSTRUCTION: IN THE ABSENCE OF ANY OF THE ABOVE SUPPORTING DOCUMENTS AS MENTIONED IN COLUMN NO. 3 OF ABOVE TABLE REQUIRED AS PROOF FOR DECIDING MINIMUM ELIGIBILITY, TENDER WILL BE REJECTED WITHOUT ANY NOTICE. NO CORRESPONDANCE WILL BE ENTERTAINED AT ANY LEVEL.

4.4. SUPPORTING DOCUMENTS SHALL BE VERIFIED WITH ORIGINALS DURING ANY TIME OF TENDER PROCESS. SUPPORTING DOCUMENTS MAY ALSO BE SOUGHT AS PROOF. FURTHER, VERIFICATIONS OF DOCUMENTS, CLAIMS, ETC., MAY ALSO BE DONE BY DEPARTMENT ANY TIME EVEN BEFORE/DURING OR AFTER FINALIZATION OF TENDER BID/PROCESS.

4.5 Work executed under ad hoc contract and NOT by following due procedure laid down by CVC guidelines of tendering shall not be taken into consideration for assessing turnover of the company.

5.0. Other Terms and conditions

5.1. Work order without work completion certificate and bank transactions statements against each work order will not be considered for any purpose neither for eligibility or technical evaluations.

5.2. No relaxation will be provided in any condition in minimum eligibility criteria prescribed in above table and document.

5.3. Sub contracted or sublet job, not in their name will not be considered towards eligibility. The agency which has the work order shall only be considered for this purpose.

5.4. EMD and bid processing fees must be submitted on or before last day of bid to Director Pavilion , THE RAJASTHAN SMALL INDUSTRIES CORP. LTD, Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 failing which bid document will be treated as incomplete and rejected without any notice. Applicants must submit an Earnest Money of **Rs. 1.00 Lakh** only as Bank Guarantee by any Nationalized/ scheduled bank in favor of the THE RAJASTHAN SMALL INDUSTRIES CORP. LTD, Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005. Bank Guarantee should be valid for 180 days which will be considered from the date of first publication of this e-tender document on SPPP portal.

5.5. Adequate manpower - both technical & skilled-unskilled. Must have their own workshop.

5.6. Multimedia Power Point Presentation or 3-D Scale Model/Dummy by the agencies will carry extra weight age during technical bid.

- 5.7. Qualified agency must carry-out modification/ alteration of model as per requirement by THE RAJASTHAN SMALL INDUSTRIES CORP. LTD without any extra payment.
- 5.8. THE RAJASTHAN SMALL INDUSTRIES CORP. LTD reserves the right to reject/cancel the tender of any or all applications without assigning any reason thereof. No correspondence in this regard shall be entertained.
- 5.9. A Committee of THE RAJASTHAN SMALL INDUSTRIES CORP. LTD officials will examine the received bids. The Committee may inspect the business premises/workshops physically of those firms/agencies whose bids are found eligible to check the capacity/capability of the agency, if required.
- 5.10. Tender will be valid for the said Exhibition only. No request for increase of rate will be entertained under any circumstances during the contract period.
- 5.11. Time and quality will be the essence of the contract. If the agency is found unsuitable (i.e., delayed execution/poor workmanship) the contract can be cancelled at any time without assigning any reason, or a certain percentage of amount may be deducted as recommended by the reviewing committee as thereof.
- 5.12. Nominated officers of the THE RAJASTHAN SMALL INDUSTRIES CORP. LTD will inspect quality of the job/materials. Decision of the THE RAJASTHAN SMALL INDUSTRIES CORP. LTD in this regard will be final and binding on the firms.
- 5.13. All electronic/ electrical display items, plants, carpets, 3D models, exhibits etc., will be provided by the successful firm on hire basis, except photo panels.
- 5.14. All electronic / electrical, etc., items should be in working condition during exhibition hours. Operation / maintenance in all respects will be the sole responsibility of the agency. Any break-down of the equipment will invite deduction of amount.
- 5.15. The successful tenderer should deposit 5% amount as **Security Money** of the total job order by pay order/ Bank Draft in favor of THE RAJASTHAN SMALL INDUSTRIES CORP. LTD, Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, before acknowledging the receipt of job order.
- 5.16. Any accident/ mishap during the execution of the job will be the responsibility of the agency concerned, which will get the necessary insurance done at their cost.
- 5.17. All contracts shall contain a provision for recovery of liquidated damages for defaults on the part of the contractor.
- 5.18. All rights are reserved with the Directorate of Extension, The Small Industries Corporation Ltd. to reject the services/ goods which do not conform to the specifications.
- 5.19. Failure to meet the time schedule & quality may result in imposition of penalty of the contract price as per provisions of GFR.
- 5.20. One official/officer in charge/Coordinator from the agency should be available for the entire period at the pavilion on all days and respond to queries from the Department.
- 5.21. General terms and conditions of Tender of Government of Rajasthan will also be applicable.
- 5.22. In case of default of any kind, including following the terms and conditions of the job agreement/tender, the security deposit provided by the agency shall be forfeited to this Corporation .
- 5.23. Submission of Quotation/proposal by the Agency will imply that it has read all the documents carefully and made itself fully aware of the work.
- 5.24. **The last date for online submission of tender/bid along with all the necessary documents/scanned copies including scanned copy of Bank Guarantee/ Bank Draft against EMD is 16th October, 2017 till 1.00 pm. Original DD/BG submitted till 3.00 PM on or before 16th Oct, 2017**
- 5.25. Bids/quotations received without earnest money will be rejected and their Technical and Financial Bids would be returned unopened.
- 5.26. EMD/Security money shall be valid for a period of 180 days w.e.f. last date of online tender as mentioned in this document. No other date is considered.
- 5.27. The contractor/bidder will have to make his/her own arrangements for the procurement of materials for the execution of the assigned work/jobs in the events. THE RAJASTHAN SMALL INDUSTRIES CORP. LTD will not make any advance payment for execution of any of the job/work.
- 5.28. *No excuse will be entertained for non-compliance of the job in the stipulated time frame. If at any stage it is found that the work done by the contractor/bidder in any area is*

substandard or not up to the mark, THE RAJASTHAN SMALL INDUSTRIES CORP. LTD will have full power/right to get the job completed from any other agency at the risk and responsibility of the contractor/bidder and deduct the expenditure so incurred from the bill and also forfeit the Performance Security money.

5.29. The Security money/ Performance Security so deposited shall remain valid up to 180 days or completion of all contractual obligations, whichever is later.

5.30. The rates quoted for the tender shall include transportation charges, packing and unpacking, loading and delivery of the material at the exhibition site THE RAJASTHAN SMALL INDUSTRIES CORP. LTD as the case may be. GST in the final bill/vouchers after work is over, as per rates prevalent at the award/execution of work.

5.31. The goods supplied shall be of ISI (BIS) standards/ISO 9001/Quality Assured, as per admissibility.

5.32. The responsibility of safety and security of the material of the contractor/bidder at the exhibition site will rest entirely on them. THE RAJASTHAN SMALL INDUSTRIES CORP. LTD will not be responsible for any loss or damage to the items.

5.33. The bid shall be valid for acceptance for a period of ninety days from the last day of its submission.

5.34. If an item is executed not to the satisfaction of the Physical Verification Committee (in terms of quality & workmanship) and the Committee has no option but to accept it due to paucity of time, penalty of up to 50% may be imposed on such item as may be deemed appropriate by the Committee if defects are not rectified even after giving opportunity to the contractor to rectify the defects.

5.35. If certain items included in the work order are not completed at all, a penalty of 50% of the value of such item may be levied in addition to withholding payment for such not completed items.

5.36. If execution of certain items is delayed up to a period not exceeding 30% of duration of the event, penalty @ of 10% per day of the value of such items will be imposed. After expiry of period of 30% of the event duration, the work will be deemed to be incomplete and will be dealt with as per terms & conditions of this ToR.

5.37. The material/items prepared/provided on lump sum/turnkey/purchase basis such as digital prints for display, flex, photographs, model, translites, rotogloves, diorama, storytelling board, electronic signage, etc other than on hire basis after the exhibition will belong to THE RAJASTHAN SMALL INDUSTRIES CORP. LTD and the agency will have no claim on it.

5.38. At any time prior to the deadline for submission of bids to THE RAJASTHAN SMALL INDUSTRIES CORP. LTD, for any reason, whether at its own initiative or in response to the clarification(s) requested by prospective bidders may modify the bidding documents by issuing amendments.

5.39. The bidders will be notified of the amendments on THE RAJASTHAN SMALL INDUSTRIES CORP. LTD websites (www.rajsico.gov.in) under the head "Tender" and these will be binding on them. Therefore, bidders are requested to visit the said website on a regular basis for checking necessary updates.

5.40. The resultant contract will be interpreted under Indian Laws and all disputes emanating from the resultant contract shall be settled under the jurisdiction of the Rajasthan High Court.

5.41. The Agency will solely be responsible for insurance of all items provided by it. Damage, if any, due to theft/ fire/ or due to any other mishappening shall be borne by the Agency. In any such eventuality, the replacement of such damaged/stolen items will have to be done within 2 hours. Delay if any, will attract penalty as per clause 26 above

5.42. The agency shall also be responsible for damage/loss, if any, to the property of the Department on account of negligence/poor quality workmanship during preparation/installation/conduct and maintenance of exhibits.

5.43. The Department shall have the copyright for all the designs and material prepared for the exhibition. A soft copy of the same shall also have to be provided by the agency. Under no circumstances shall the agency use this material elsewhere without the permission of the Department.

5.44. ***THE RAJASTHAN SMALL INDUSTRIES CORP. LTD reserves the right to accept or reject any or all the tenders or accept only part of any tender or entrust the entire work to one or more contractors on item- wise/or lump- sum basis without assigning any reason or explanation therefore to the bidder/bidders.***

5.45. For any clarification regarding contract/terms and condition of tender bid please contact Director Pavilion , THE RAJASTHAN SMALL INDUSTRIES CORP. LTD, Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 between 2.30 p.m to 3.30 p.m

6.0. SELECTION CRITERIA:

6.1. Technical Bid will carry 100 marks and Financial Bid will be opened of only technical qualified bidders

6.2. Technical bids will carry a total of 100 marks.

6.3. The presentation will be on the basis of various parameters like 3D/ P.P. Presentation, conceptualization of theme, display, creative strength like Creative Director, Visualizer, Copy writer, etc. All bidders are required to necessarily make a short Power Point Presentation of design proposed.

6.4. The financial bids will be opened only of those bidders whose technical bids would be complete in all respects as per tender document and such bidders secure a minimum 60% marks in the technical evaluation.

6.5 Work order will be given to lowest quoted rate in financial bid

(ANNEXURE-B)

(Technical Bid Evaluation)

Parameters/Yardstick and Evaluation Criteria of Technical Bid:

I. The marks for Technical Bid will be calculated on the basis of technical presentation, length of experience, turnover and past work, etc., as per criteria/mark matrix. Following are the Parameters/Yardstick and Evaluation Criteria for evaluating Technical Bid: Criteria/Marks System for calculating marks for Technical Bid (Tb).

| S. No. | Items | Support- ing Document (Submitted / Not Submitted) | Page No. in the tender document | Maximum Marks | Marks Obtained |
|--------|---|---|---------------------------------|----------------------|----------------|
| 1. | Turnover (during last three consecutive years only) | | | Max. 35 Marks | |
| | a. Single work order (Turnover) of above Rs.10.00 lakh and up to Rs. 35.00 lakh /- per work order- 02 marks b. Single work order (Turnover) of above Rs.35.00 lakh and up to Rs.50.00 lakh per work order- 04 marks c. Single work order (Turnover) of above Rs.50 lakh and below 80 lakh - per work order- 6 marks d. above Rs. 80 lakh per work order- 8 marks | | | | |
| 2. | Experience in the field of organizing Exhibitions on Turnkey basis (work order should not be below Rs. 30.00 lakhs each) | | | Max. 30 Marks | |
| | a. National Level Exhibitions organized during last three years in India organized by Central Govt/ Central PSUs etc. (not less than 30.00 Lakh each) <ul style="list-style-type: none">• Above 2 events - - 2 mark• Above 2 and below -5 - 4 marks• Above - 5 - 6 marks b. International Level Exhibition organized within India by Central Govt/ Central Autonomus/ Central PSUs etc (not less than 30 lakh each) <ul style="list-style-type: none">• Below 2 events - 4 marks• Above 2 and below 5 - 6 marks• Above 5 and below 8- - 8 marks | | | | |

| | | | | | |
|---|---|--|--|-----------------------|--|
| 2 | PRESENTATION (BEFORE PRESENTATION COMMITTEE) - PPP/3D | | | Max. 25 Marks | |
| | Concept: of Exhibition: Model Presentation, Conceptualization, Theme treatment, planning & Display Decoration, Display panels with modern equipment, Electronic gadgets, using of modern lighting, Laser Show etc. Maximum Marks- 18 | | | | |
| | Theme of the Exhibition Maximum Marks- 2 | | | | |
| | Awards- Award winning works execution Turnkey Basis - Minimum 1 award during last three years by Central Government Organizations only - 05 marks A. One award -2 | | | Max. 10 Marks | |
| | Total | | | Max. 100 Marks | |

For technical qualification minimum marks will be 60

SCOPE OF WORK

JOB TO BE DONE

The scope of work includes conceptualization, designing of panels/visuals, fabrication, display, mounting and erecting (exterior and interior) of international standard. The proposed tentative work has to be undertaken on a turn-key basis.

- **Design may be prepared on the basis of SCOPE OF WORK**
- **Time Frame:** The Exhibition task/work is to be completed well in advance before the commencement of IITF 2017, that is, by November 12, 2017.
- **Theme:** Theme of the Exhibition is “**Start-up India and Stand up India** ”which will showcase Rajasthan Tradition. All Documents, Materials will be provided by RAJSICO and **can be contacted at: Exhibition Cell of THE RAJASTHAN SMALL INDUSTRIES CORP. LTD.**
- Rate should be quoted in all respects, including applicable VAT/TAX/GST with, designing, erecting, dismantling, transportation at exhibition site, etc. The electrical, electronic equipments, plants, carpet, etc., are to be provided by the successful firm on hire basis. Beside this, any other materials which are on hire basis may please be mentioned clearly.
- **Important: Quotations must be submitted on line on eproc.rajasthan.gov.in portal. The Rajasthan Small Industries Corporation Ltd. reserves the right to accept or reject any or all tenders without assigning any reason whatsoever. If at all any disputes arises, then such disputes will be settled within the jurisdiction of Rajasthan only.**

Façade:

- **Front Fascia:** Fascia and main entrance of hall should be well fabricated with attractive decoration, multimedia application either in flex mural, **2D relief mural** for Audio visuals or any other **suitable animated visuals** based on the theme of exhibition. Title of the exhibition could be in **2 D letter in Hindi and English** or whatever suitable design proposed.
- All structures to be dismantled/removed after the exhibition at agency’s cost within three days.

Exhibition Area :

- **Area of Rajasthan Stand: 477 Sq.mtrs (Approx.)**
 - No. of stalls : 50 (Approx.) of 4 Sq.mtrs. (Octonorm)
 - Office Area : 9 Sq.mtrs
 - VIP Lounge : 18 Sq.mtrs
 - Theme Area : 30 Sq.mtrs
- **Reception counter-** One wooden reception table with glass top. Size of the table could be approximately 8’(L)x2’(W)x2.5’(H), Three good quality revolving chairs.
- **Revolving translite-** Size approx. 6’x3’x3” Qty: 4/or any new idea/ design for beautification.
- **Touch Screen Kiosks.** Monitor size 18” (approx3) including preparation of software for Touch screen.
- **Digital prints** including mat lamination & mounting on 4 mm sun board. size according to design –approx20/30.
- **Backlit panel-** according to design. Size approx-8’x4’
- **Plasma/ LCD** screen to be mounted on panels.
- **LED display Board** for running message/slogans 12’x2’approx size or available size.

- **Signage:** Preparation and installation of neon sign for Exhibition Theme in Hindi & English.
- Entire Exhibition panel should be made of fire resistant wood duly painted or any approved material.
- Hiring of 4 CCTV Cameras- Hiring of 4 CCTV cameras, hard disc digital video recorder with 1 TB, HDD, centralized monitoring at venue as well as remote monitoring through internet for 14 days. The quality of camera should be 600 TVI of branded make, and other related accessories along with operator on hire basis.
- **Wifi facility:** Wifi facility to be provided in the exhibition area by the agency.
- **Security- Adequate fire extinguishers on hire basis**
- 4 Security Guards for Entire period of IITF-2107 x 24Hrs.
- One lady Guard for Entire period x 24Hrs.
- Lady Receptionist- 1
- Girl Guide- 4
- Hand Metal detector- 4
- Automatic Visitors Counting Machine
- **Furniture-** Approx. 15 good chairs and 15 tables, 5 center tables, 4 sofa sets, 6 office chairs, 6 steel dustbins, 4 standing fans, etc., for office and sales counter.
- **Approximately 50 good quality potted/ flower plants including their watering,** to be displayed inside and outside the exhibition area for beautification of the exhibition area
- **Taxi/Transport-** Tentatively Four Taxi required for THE RAJASTHAN SMALL INDUSTRIES CORP. LTD Staff from Execution period till the end of the Fair.
- **Pantry-** Water dispensers with Mineral water for all- day supply, tea/coffee (with and without sugar), biscuits, namkeen, disposable tumblers for tea/coffee and water.
- **Inaugural Ceremony-** Aesthetically designed flower decoration and flower bouquets for guests, etc.
- **Note: All electrical wiring & fixtures should be of ISI mark.**
- All materials used should be of fire resistant materials.
- Each panel should be fitted with slick spotlights.
- **COVER OF NON-WOVEN CARPET:** The entire Exhibition area should be laid with non- woven carpet duly pasted on platform as per the required color (Approximate 500 Sq. mtrs).
- Cleaning, sweeping, supervision, maintenance of stall/pavilion for entire exhibition period.
- **In addition to above scope of work, agency can propose any new ideas or concept.**
- **DISPLAY SYSTEM TO BE USED FOR EXPERIENCING DIGITAL/ VR EXHIBITION/PAVILION:** Digital art is an artistic work where digital technology makes an essential part of a creative presentation and it can be used as per the purpose, more appropriately and effectively. Different digital components are used in the fabrication/decoration of a pavilion as these digital components are very efficient in delivering the message in an appealing manner: Main components are as under:
 - **TVs (with stands/ mounting facility):** TVs are popular choice for event displays and to draw attention to booth at a exhibitions/show. TVs range from 24 inches to 80 inches and are well-suited as event displays for booths or exhibits. Also may put screens on stands in key locations around event floor. TVs may also be mounted on a permanent or facade wall.
 - **Scroll Message LED:** to running messages continuously on a screen mainly at fascia visible to all.
 - **Connectivity: Internet connectivity with WiFi connections:** Wi-Fi internet connection for connecting event displays to the network.

CONCEPT NOTE
DEVELOPMENT OF THEME PAVILION: START UP INDIA & STAND UP INDIA (in
respect of Rajasthan Tradition)

On January 16, Prime Minister Narendra Modi unveiled a 19-point action plan for start-up enterprises in India. He also announced a self-certification scheme related to nine labour and environment laws. He also said that there would be no inspection of the enterprises during the first three years of the launch.

The PM had announced an all-inclusive action plan to boost such ventures that would boost employment generation and wealth creation.

1. Self-certification

The start-ups will adopt self-certification to reduce the regulatory liabilities. The self-certification will apply to laws including payment of gratuity, labour contract, provident fund management, water and air pollution acts.

2. Start-up India hub

An all-India hub will be created as a single contact point for start-up foundations in India, which will help the entrepreneurs to exchange knowledge and access financial aid.

3. Register through app

An online portal, in the form of a mobile application, will be launched to help start-up founders to easily register.

4. Patent protection

A fast-track system for patent examination at lower costs is being conceptualised by the central government. The system will promote awareness and adoption of the Intellectual Property Rights (IPRs) by the start-up foundations.

5. Rs 10,000 Crore fund

The government will develop a fund with an initial corpus of Rs 2,500 crore and a total corpus of Rs 10,000 crore over four years, to support upcoming start-up enterprises. The Life Insurance Corporation of India will play a major role in developing this corpus. A committee of private professionals selected from the start-up industry will manage the fund.

6. National Credit Guarantee Trust Company

A National Credit Guarantee Trust Company (NCGTC) is conceptualised with a budget of Rs. 500 crore per year for the next four years to support the flow of funds to start-ups.

7. No Capital Gains Tax

At present, investments by venture capital funds are exempt from the Capital Gains Tax. The same policy is being implemented on primary-level investments in start-ups.

8. No Income Tax for three years

Start-ups would not pay Income Tax for three years. This policy would revolutionise the pace with which start-ups would grow in the future.

9. Tax exemption for investments of higher value

In case of an investment of higher value than the market price, it will be exempt from paying tax

10. Building entrepreneurs

Innovation-related study plans for students in over 5 lakh schools. Besides, there will also be an annual incubator grand challenge to develop world class incubators.

11. Atal Innovation Mission

The Atal Innovation Mission will be launched to boost innovation and encourage talented youths.

12. Setting up incubators

A private-public partnership model is considered for 35 new incubators and 31 innovation centres at national institutes.

13. Research parks

The government plans to set up seven new research parks, including six in the Indian Institute of Technology campuses and one in the Indian Institute of Science campus, with an investment of Rs 100 crore each.

14. Entrepreneurship in biotechnology

The government will further establish five new biotech clusters, 50 new bio incubators, 150 technology transfer offices and 20 bio-connect offices in the country.

15. Dedicated programmes in schools

The government will introduce innovation-related programmes for students in over 5 lakh schools.

16. Legal support

A panel of facilitators will provide legal support and assistance in submitting patent applications and other official documents.

17. Rebate

A rebate amount of 80 percent of the total value will be provided to the entrepreneurs on filing patent applications.

18. Easy rules

Norms of public procurement and rules of trading have been simplified for the start-ups.

19. Faster exit

If a start-up fails, the government will also assist the entrepreneurs to find suitable solutions for their problems. If they fail again, the government will provide an easy way out.

Government of Rajasthan
The Rajasthan Small Industries Corporation Ltd.
(RAJSICO)

1. Qualification Information- A
(For Individual Bidders)

| S.No. | Particulars | Details | Name of the document attached | Attachment/ page no. |
|-------|---|--|--|-------------------------|
| 1 | Constitution of legal status of bidder | | Documents issued for the purpose by Government | |
| 2 | Place of registration | | Proof of Registration mentioning the place of registration | |
| 3 | Principal place of business | | Proof of address with Registration document for business at mentioned address | |
| 4 | Power of attorney of signatory of bid (Attach) | | Copy of power of attorney of signatory of bid | |
| 5 | Total value of similar work executed and payments received in the last three years from 2014 to 2016-17 | 2014-15..... 2015-16..... 2016-17..... | CA certified of total value payments received against work executed during the year (year-wise) | |
| 6 | Work performed as prime contractor (in the same name) on works of similar nature over the last three years from 2014 to 2016-17 | 2014-15..... 2015-16..... 2016-17..... | Copy of work order against the Work Performed (Year- wise) | |

2. Qualification Information- B
(For Individual Bidders)

| S. No. | Project name | Name of employer | Description of work | Contract No. | Value of contract (Rs.) | Date of issue of work order | Stipulated period of completion | Actual date of completion | Remarks explaining reasons for delay & work | Documents attached ((YES/NO) (if yes, then attachment no. with page no.) |
|--------|--------------|------------------|---------------------|--------------|-------------------------|-----------------------------|---------------------------------|---------------------------|---|--|
| 1 | | | | | | | | | | |
| 2 | | | | | | | | | | |
| 3 | | | | | | | | | | |

Note: Information of Bid Capacity (works for which bids had been submitted and works which are yet to be completed) as on the date of this bid.

3. (A) Existing commitments and on-going works:

| Description of work | Place & State | Contract No. & date | Name & address of employer | Value of contract (Rs.) | Stipulated period of completion | Value of work remaining to be completed (Rs.) | Anticipated date of completion | Document attached (YES/NO) (if yes then attachment no. with page no.) |
|---------------------|---------------|---------------------|----------------------------|-------------------------|---------------------------------|---|--------------------------------|---|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

3. (B). Work for which bids already submitted:

| Description of work | Place & State | Name & address of employer | Estimated value of works (Rs.) | Stipulated period of completion | Date when decision is expected | Remarks, if any | Document attached (YES/NO) (if yes then attachment no. with page no.) |
|---------------------|---------------|----------------------------|--------------------------------|---------------------------------|--------------------------------|-----------------|---|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

4. Qualification and experience of key personnel proposed for administration and execution of the contract.

Attach biographical data.

| Position | Name | Qualification | Years of experience (general) | Years of experience in the proposed position | Document attached (YES/NO) (if yes then attachment no. with page no.) |
|----------|------|---------------|-------------------------------|--|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

5. Proposed sub contracts and firms involved

| Sections of the work | Value of sub-contract | Sub-contractor's name & address | Experience in similar work | Document attached (YES/NO) (if yes then attachment no. with page no.) |
|----------------------|-----------------------|---------------------------------|----------------------------|---|
| | | | | |
| | | | | |

| | | | | |
|--|--|--|--|--|
| | | | | |
|--|--|--|--|--|

6. Financial reports for the last 5 years, balance sheets, profit and loss statements, auditor's reports (in case of companies/corporations), etc. List them below and attach copies.

7. Evidence of access to financial resources to meet the qualification requirements, cash in hand, lines of credit, etc. List them below and attach copies of documents.

8. Name, address and telephone, telex and fax numbers of the bidder's bankers who may provide references, if contacted by the employer.

9. Information on litigation history in which the bidder is involved.

| Other party (ies) | Employer | Cause of dispute | Amount involved | Remarks showing present status | Document attached (if yes then attachment no. with page no.) |
|-------------------|----------|------------------|-----------------|--------------------------------|--|
| | | | | | |
| | | | | | |

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY
OF CREDIT FACILITIES**

BANK CERTIFICATE

This is to certify that M/s (name of the agency/firm/company) is a reputed company with a good financial standing.

If the contract for the work, namely
is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs.to meet their working capital requirements for executing the above contract.

Sd. –
Name of the Bank
Senior Bank Manager
Address of the Bank

Time Frame

The agency selected for the execution of the job has to complete the exhibition as per deadline and time schedules fixed by the Director Pavilion so as to enable fine-tuning of the processes involved in fabrication as per requirement from time to time before the display. THE RAJASTHAN SMALL INDUSTRIES CORP. LTD will have the right to make necessary modifications/ alterations in the layout till the last moment in order to ensure that a quality product is finally put on display. Last date for erecting the exhibition is 12th November 2017. Failure to meet the time schedule & quality may invite penalty at the discretion of THE RAJASTHAN SMALL INDUSTRIES CORP. LTD and as per Government rules, if any.

Terms of payment

1. Payment shall be made to the agency as per the following schedule.
2. **No advance payment will be paid to the agency**
3. **Final payment shall be paid after satisfactory completion of the job in all respects.**
4. **Deduction at source for TDS or any other tax applicable shall be made as per law.**
5. The Department shall not be liable for any default of payment by the agency to other parties, manpower involved or engaged by it for this project.
6. The department will not bear any additional cost of any kind for any work that the agency may have to undertake in course of the project beyond agreed amount as per tender.
7. In case of default of any kind including failure to fulfill the terms and conditions of the job agreement/tender, THE RAJASTHAN SMALL INDUSTRIES CORP. LTD can reduce the amount as per admissible rule(s).

(THIS IS SAMPLE OF FINANCIAL BID)
(BIDDER ARE REQUESTED TO BID THEIR RATES IN BOQ (.XLS FORMAT)
AVAILABLE WITH ETENDER AT erorc.rajasthan.gov.in

(ANNEXURE- D)

PERFORMA OF FINANCIAL BID

The Financial Bid (Tender Form – Annexure – (D) would be submitted mentioning the rates as per proforma The contractor / bidder/Agency are required to quote the rates on turnkey basis only of Tender Form (Annexure- D). The rates are to be quoted for all items and in the manner as specified above; otherwise the tender/bid is liable to be rejected by the tender committee constituted for the purpose without any notice.

I, authorized representative of the Company, hereby quote the rates inclusive of all incidental expenses and taxes for the following job of the Director Pavilion through THE RAJASTHAN SMALL INDUSTRIES CORP. LTD for Exhibition at IITF 2017 Pragati Maidan New Delhi, on behalf of my Firm/Organization on **Turnkey basis**.

| S.No. | Description of job | Rate in figures & words |
|--------------|--|--|
| 1. | Designing, Fabrication & Execution of entire job as mentioned in Annexure-IV(Scope of Work) of above said Exhibition on Turnkey basis.Approx Size, tentatively 477 sq. mtrs | Lumpsum basis, per sq. meter Total..... GST----- GRAND TOTAL..... |

Rate should be quoted on Trunkey basis as per Annexure-D above or in a lumpsum in .xls file available with etender.

I, undertake to abide by the terms & conditions as laid down in the tender documents of, The Rajasthan Small Industries Corporation Ltd., and to follow the instructions given by the Evaluation Committee as well as Expert Committee of THE RAJASTHAN SMALL INDUSTRIES CORP. LTD, from time to time.

Please note that the budget grant of work is **45 Lakhs** and lowest price will not be the consideration for selection.

Signature:
(Name of the person with designation)
Date:
Name of the Firm:
Address:
Mobile No.:
E-mail:

Important Reminder

- Being a time bound and prestigious assignment, you are directed to maintain strict timelines and maintain highest quality of standard. You are also directed to submit an action plan with time schedule.
- **Selected agency should complete the job latest by 12th November, 2017 positively so as to enable inspection by the team of senior officers.**
- All rights are reserved with The Small Industries Corporation Ltd. (RAJSICO) to reject the services/goods which do not conform to the specifications. Failure to meet the time schedule & quality may invite a penalty of up to 20% of the contract amount or as per provision of GFR.

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.

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.

Signature of Tenderer _____

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: Signature of Bidder

Place : Name:

Designation:

Address:

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 Filing 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.

Signature of Tenderer _____

Form No. – 1 Memorandum of Appeal (See sub-rule 1 of rule 83)

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)

3. 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
.....

**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 enclose with the appeal:

6. Grounds of appeal:-
.....

.....(Supported by an affidavit)

7. Prayer

.....

Place

Date

Signature of Tenderer _____

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 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 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.

Signature of Tenderer _____

