

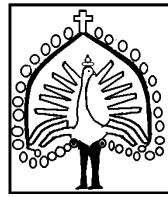
Tender

(Single Bid System)

For

***Empanelment of Third Party Inspection Agency
for carrying out Quality Inspection
of materials supplied by SSI units through RSIC***

EOI Ref. No	: RSIC/Mkt/2019-20/31
EOI Publish Date	: 20.3.2020
Last Date of Submission of BID	: 06-04-2020(till 1.00 PM)
Date of Bid Opening	: 06-04-2020 (4.00-P.M)
Tender Form Fee	: INR 1,000/- (Non Refundable) In favors of "The Rajasthan Small Industries Corporation Ltd."
Earnest Money	: INR 10,000/- (Refundable) In favors of "The Rajasthan Small Industries Corporation Ltd."
Performance Security	: INR 25,000/- (Applicable for success- ful bidders only and Refundable)
Estimated Value of Tender	: Rs. 4.50 Lacs



- : Head Office : -

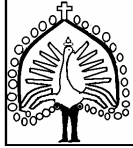
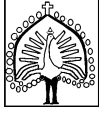
The Rajasthan Small Industries Corporation Ltd.
(A Government of Rajasthan Undertaking)

Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005
Phone: 0141-2227267 ✧ Fax: 0141-0141-2227257

Website: industries.rajasthan.gov.in/rajsico | e-mail: rajsico@rajasthan.gov.in
CIN U91110RJ196ISGC001118

I N D E X

S.No.	Details of Tender Documents	Page No
1.	Tender Notice	1
2.	Copy of NIT	3
3.	Instruction for submission of BID & Technical Bid	4-7
4.	Scope of work, General Terms & Conditions of Bid & Contract and Inspection fee	8-11
5.	Check list	12-13
6.	Appendix-A	14
7.	Appendix-B	15
8.	Appendix-C	16
9.	Appendix-D	17
10.	Annexure 'A' to 'D' of RTPP	18-23



**The Rajasthan Small Industries Corporation Ltd.
(A Government of Rajasthan Undertaking)
UdyogBhawan, Tilak Marg, C-Scheme, Jaipur-302005**

Phone: 0141-2227079 Fax: 0141-2227257

Website: industries.rajasthan.gov.in/rajsico |

e-mail: rajsico@rajasthan.gov.in

CIN:U91110RJ1961SGC001118

***Notice for Empanelment
as
Third Party Inspection Agency***

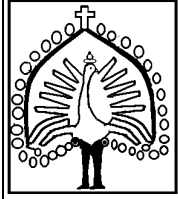
RSIC provides regular marketing, support to SSI units of the State for their products (Steel Furniture, Barbed Wire, Angle Iron, Polythene Bags etc.) to various government departments/agencies.

RSIC intends to empanel Third Party Inspection Agencies for carrying out Quality Inspection of materials supplied by SSI units through RSIC. Detailed information is available on website: industries.rajasthan.gov.in/rajsico or sppp.rajasthan.gov.in.

Eligible parties may submit their applications in sealed envelope to Marketing Section RSIC Office latest by 1.00 PM of 06-4-2020 and it will be opened at 04-04-2020 of 06-04-2020.

For further details visit our website: industries.rajasthan.gov.in/rajsico or sppp.rajasthan.gov.in or contact: Marketing section on 0141-2227859

Chairman and Managing Director



THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD.

(A Government of Rajasthan Undertaking)

UdyogBhawan, TilakMarg, C-Scheme, Jaipur-302 005

Phone: 0141-2227267 **Fax:** 0141-2227257

Website: industries.rajasthan.gov.in/rajsico

E-mail:rajsico@rajasthan.gov.in

CIN:-U91110RJ1961SGC001118

Terms & Conditions

(Single System-Technical & Financial)

1. **Important Instruction:-**The Law relating to procurement “ The Rajasthan Transparency In Public procurement Act, 2012” [hereinafter called the Act] and the “The Rajasthan Public procurement Rules, 2013” [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.raj.nic.in>. Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and Rules before participating in the Bidding process. If there is any discrepancy between the provision of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail
2. The Tender Document is not transferable under any circumstances.
3. Tender shall be submitted in sealed envelope in RSIC Office as on before the given time and Date.
4. The Earnest Money and Tender fee shall be in the form of Demand Draft / Banker Cheque of Schedule Bank drawn in favour of “The Rajasthan Small Industries Corporation Ltd.” payable at Jaipur and shall be submitted in the office of the OSD (Marketing), Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur up to given date and time.
5. The Corporation reserve right to cancel the BID without assigning any reason to the Bidder or anyone else.
6. The GST & other taxes payable if any, under the contract shall be paid by the Bidder
7. Conditional tenders and casual letters sent by the Bidder will not be accepted.
8. Bidders are requested to read the instruction in the Technical Document/Bid before submitting the Tender/BID.
9. Before submitting the tender, it should be ensured that all the tender papers including conditions of contract are signed by the bidder.
10. The above terms & conditions of the Bids may also be seen on RSIC website: industries.rajasthan.gov.in/rajsico , sppp.rajasthan.gov.in

Signature of Bidder _____



The Rajasthan Small Industries Corporation Ltd.

(A Government of Rajasthan Undertaking)

1. Brief Profile:

The Corporation was incorporated on 3rd June, 1961 under the Companies Act, 1956. This is about 58 years old fully owned Public Ltd. Company of Govt. of Rajasthan.

- ❖ The Corporation is providing marketing assistance to the SSI units of the State for supply of their products – Steel Furniture, Tent & Tarpaulins, Desert Coolers, Polythene Bags, Barbed Wire and Angle Iron Posts etc.
- ❖ It plays a major role in promoting the handicrafts produced in the state. The Corporation assists the craftsmen by providing them the designs and facilities for marketing of the products. Rajasthali, its showroom, is an exclusive sales outlet with branches throughout India.
- ❖ RSIC provides raw materials – Iron & Steel and Coal to the SSI units.
- ❖ RSIC facilitates Trade industry by providing Export Infrastructure Services through its Inland Container Depot (ICDs) at Jaipur & Jodhpur as well as Air Cargo Complex at Sanganer Airport, Jaipur for International Export-Import Cargo.

2. Instructions to the Bidder:

- a. Bidders shall have to enter the documents in the “cover” physically at RSIC Head office (Marketing section) as per the following order:
 - i. FEE Envelop
 - 1. DD/Banker’s Cheque for tender fee in favour of “**The Rajasthan Small Industries Corporation Ltd.**”, payable at Jaipur
 - 2. DD/Banker’s Cheque for Earnest Money in favour of “**The Rajasthan Small Industries Corporation Ltd.**”, payable at Jaipur
 - ii. Copy (signed & sealed) of the following mandatory papers for Evaluation of Technical Bid
 - 1. Attested copy of registered/legal entity for Third Party Inspection (TPI) business.
 - 2. Attested copy of GST registration Certificate.

Signature of Bidder _____



3. Copies of Balance Sheet & Turnover Certificate of last three years (FY 2017-18 to 2019-20) duly attested by Chartered Accountant.
4. Document showing working experience of the bidder in product inspection activities of Central/State Government.
5. Accreditation Certificate of NABL/Accreditation Bodies for compliance of quality standards.

iii. Scanned copy of the supporting papers for evaluation of Technical Bids:

1. Attested copy of latest /GST Clearance Certificate/Latest GST Return filled by Tenderer
2. Appendix 'A' for Affidavit/Undertaking by the Tenderer to the effect that he has not been blacklisted by any Government and any Public Sector Undertaking
3. Appendix 'B' for Performance Certificate of last five years
4. Appendix 'C' for Undertaking regarding inspection Capacity.
5. Appendix 'D' for Affidavit regarding compliance to Terms & Condition of Tender
6. Annexure 'A' to 'D' for Transparency Act.
7. Details of instruments and other infrastructure for testing, qualified technical persons employed as on date of submission of the tender.
8. Evidence of the authority of the person signing this proposal to bind Tenderer to the proposal and to any contract resulting there from.

b. RSIC requires that the offers in response to this call to Bid and complete in all respects, be submitted till as per schedule date mentioned above. No Tender will be accepted after due date & time fixed for receiving of tender.

c. If the last date fixed for receiving Bids in the office or is declared to be a holiday, the next working day will be deemed to be the last date for the purpose. The explanation will also apply in relaxation to other dates fixed for any purpose whatsoever.

Signature of Bidder _____



- d. Validity of offer:** - 90 days from the date of opening of tender.
- e. Special Note:** All bidders are advised not to wait for last date and submit their tender/bid at earliest. The Corporation shall not be responsible for any inconvenience and No extension in deposition of Tender/bid shall be allowed for any bidder.

Signature of Bidder _____



3. SCOPE OF WORK:

RSIC provides regular marketing support to SSI units of the State for sale of their products (Steel Furniture, Barbed Wire, Angle Iron, Polythene Bags etc.) to various government departments/agencies. RSIC intends for carryout Quality Inspection of materials supplied by SSI units through RSIC.

This Scope of work covers inspection, testing, and checking of material supplied or to be supplied at the suppliers' work place or buyer department's premises as and when required. The inspection will be undertaken by the empanelled inspection agency for the various items supplied or to be supplied by SSI units (empanelled by RSIC) to various government departments/agencies located throughout the State, as per directions of RSIC.

Any decision of RSIC regarding products to be inspected and place of inspection will be final and binding on the empanelled inspection agency.

4. Qualification Requirement:

- a. The Agency should fulfil following qualifying requirements along with relevant documentary evidence supporting each qualifying requirement without which the offer shall be considered non-responsive & rejected:
 - i. The bidder should be a registered/Legal entity for TPI business.
 - ii. The bidder must have minimum experience of 5 (five) years (as on the date of bid opening) in Third party Inspection activities.
 - iii. The bidder(s) must have average turnover of Inspection not less than 10 Lakhs during last 3 (Three) financial years. The bidder shall furnish Certificate by a Chartered Accountant regarding turnover.
 - iv. The bidder should have Experience in working with/for Central/ State government in product Inspection activities.
 - v. The bidder shall have assessed by NABL (Accreditation Body) for compliance of Quality Standards within last 3 years.
 - vi. The bidder shall have to furnish details of infrastructural and Lab facilities for Testing.
 - vii. The bidder should have adequate number of qualified and competent technical persons employed for inspection work.
- b. The compliance to the aforesaid qualification criteria must be supported by relevant documentary proofs.
- c. RSIC reserves its right to reject any offer without any reason.

Signature of Bidder _____



5. Earnest Money:

- a. All Bidders must be accompanied by Earnest Money Deposit (EMD) should be in the form of Demand Draft drawn in favour of **The Rajasthan Small Industries Corporation Ltd.** On any scheduled bank payable at JAIPUR. Each bid shall be accompanied by refundable EMD of Rs. 10,000/- (Ten Thousand only). Bids not accompanied with EMD shall be summarily rejected.
- b. The earnest money in respect of those Bidders who are not taken as qualified will be returned. The earnest money will be refunded to unsuccessful Bidders as soon as possible after decision on Bidders and award of Contract to successful Bidder. For the successful Bidder, the earnest money deposited by him will be adjusted against security deposit. No interest will be payable on the amount of earnest money or security depositing any case.
- c. The EMD shall be forfeited in the following cases:
 - i. If the Bidder withdraws his Bid during the interval between the Bid Due Date and till the date of finalization of successful bidder.
 - ii. If the Successful Bidder fails to comply with the conditions stipulated in tender document within the stipulated time or any extension thereof provided by RSIC; and
 - iii. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.

6. Security Deposit:

- a. The successful Bidder shall furnish a Performance Security Deposit of Rs25,000/- (Rupees Twenty Five Thousand) only before commencement of the contract, failing which the Earnest Money Deposited mentioned above will be forfeited in full and the Contract shall be liable to be cancelled at his risk and cost subject to such other remedies as may be available to the Corporation under the terms of the Contract. This amount shall be deposited with the Corporation in the form of a bank draft, drawn in favour of "**The Rajasthan Small Industries Corporation Limited**" payable at Jaipur.
- b. If the successful Tenderer had previously held any contract and furnished Security Deposit, the same shall not be adjusted against this Contract and a fresh Security Deposit will be required to be furnished.

Signature of Bidder _____



- c. The amount of Security Deposit may be increased or decreased by the Managing Director at any time during which the Contract remains in force on the grounds of unexpected rise or fall in the business, quality of the Services rendered by the Agent, inadequacy of the Security already deposited or on any other ground which makes the increase or decrease in amount of Security Deposit necessary.
- d. The Security Deposit may be forfeited if the Agency leaves the Contract before the expiry of the Period of Contract or if he puts the Corporation to a financial or other loss by his conduct or otherwise or if he breaches any of the terms and conditions of the Contract or for any other reason by which he renders himself persona non grata for the Corporation.
- e. The Security Deposit shall be refunded to the Agent six months after the successful completion of the Contract and issuance of a “No Dues Certificate” by the Marketing section. However, even if there is any delay in refunding the Security Deposit, the Agent will not be entitled to any interest.
- f. No interest shall be paid on the Security Deposit or any other amount withheld for any reason or lying with RSIC in any form under the Contract.

7. Duration:

- a. The empanelment shall be done for one year period which can be extended further for six months period with mutual consent of both the parties.
- b. RSIC shall be free to terminate empanelment of any party without giving any reason, after giving 15 days notice.

8. Inspection Fee:

- a. The inspection agency will be paid **inspection charges @ 0.50% + GST of the value of the material inspected.**
- b. The amount of supplier bill (without GST) to RSIC will be considered as value of the material.
- c. No TA/DA or any other charges will be payable extra. However, GST as applicable will be paid extra.

9. Disputes:

- a. The selected agency shall be required to undergo contractual agreement with RSIC.

Signature of Bidder _____



- b.** For any dispute, the decision of the Chairman & Managing Director/Managing Director RSIC will be final and binding on RSIC & the empanelled agency. For arbitration purpose Chairman & Managing Director/Managing Director RSIC will be the sole arbitrator.
- c.** All legal disputes will be subject to Jaipur Jurisdiction.

10. Rejection of Bids:

Offers submitted by bidder shall be rejected where the prospective Bidder or someone on behalf of such prospective Bidder directly or indirectly offers any monetary or other inducement to influence the members of the Evaluation Committee or any other authority with a view to securing the Contract, make false or misleading statements to influence RSIC in any way in the process of examination, clarification, evaluation and comparison of offers or questioning RSIC's decisions concerning the award of the Contract

11. Evaluation of Technical Bids:

In the first stage, RSIC shall review the offers to determine whether they satisfy the eligibility criteria as regards technical competence, financial resources, etc. A detail of eligibility documents is given in Tender Document. The decision relating to technical competence of the Bidder will rest with RSIC and would not be called into question

Signature of Bidder _____



THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD.

(A Govt. of Rajasthan Undertaking)

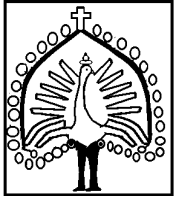
UdyogBhawan, TilakMarg, C-Scheme, Jaipur-302 005

Phone: 0141-2227267 **Fax:** 0141-5115766

Website: industries.rajasthan.gov.in/rajsico

E-mail:rajsico@rajasthan.gov.in

CIN:-U91110RJ1961SGC001118



TECHNICAL BID

CHECK LIST

Sr. No.	Particulars	Enclosed (Yes/No)
1.	Attested copy registered/legal entity for Third Party Inspection (TPI) business.	
2.	Attested copy of GST Registration Certificate and Latest/GST Clearance Certificate.	
3.	Copies of Balance Sheet & Turnover Certificate of last three years (FY 2017-18 to 2019-20) duly attested by Chartered Accountant	
4.	Document showing working experience of the bidder in product inspection activities of Central/State Government	
5.	Accreditation Certificate of NABLI/Accreditation Bodies for compliance of quality standards.	
6.	Performance Certificate of last five years as per (Appendix 'B') .	
7.	Affidavit/Undertaking by the Tenderer to the effect that he has not been blacklisted by any Government and any Public Sector Undertaking. (Appendix 'A')	
8.	Undertaking regarding inspection Capacity. (Appendix 'C')	
9.	Affidavit regarding compliance to Terms & Condition of Tender (Appendix 'D' and Annexure 'A' to 'D')	

Signature of Bidder _____



Sr. No.	Particulars	Enclosed (Yes/No)
10.	Details of instruments and other infrastructure for testing, qualified technical persons employed as on date of submission of the tender.	
11.	Evidence of the authority of the person signing this proposal to bind Tenderer to the proposal and to any contract resulting there from.	

Note: Document mentioned in check list of Technical Bid is mandatory.

Signature of Bidder _____



APPENDIX 'A'

DECLARATION

**I/We declare that I am/We are registered permanently as TPI Unit and actually engaged in inspection agency of-----
-----**

We are not blacklisted or debarred by the any Government Department/Undertaking.

If this declaration is found to be incorrect, then without prejudice to any other action that may be taken against us, the tender if and to the extent accepted may be cancelled and the amount of Earnest Money/Security Money may be forfeited.

Signature of the Tenderer with Seal

Presented by _____

Verified by _____

Signature

Gazetted Officer

Date

Time

Or

Magistrate

Or

Notary Public

Signature of the Tenderer with Seal

Signature of Bidder _____



APPENDIX- B

PERFORMANCE CERTIFICATE

LAST FIVE FINANCIAL YEAR

Name of inspection Request Maker	No. & date of order	Name of Govt. Department/ Agency to whom supplies made	Remark

**SIGNATURE OF TENDERER WITH
SEAL**

Signature of Bidder _____



APPENDIX - 'C'

UNDERTAKING

Regarding Inspection capacity

S.No	Items	Details
1	Details of instruments and other infrastructure for testing	
2	Details of Qualified technical person employed as on date	
3	Any other	

We undertake that as and when orders are placed by the Corporation during the rate contract period, we have capacity to undertake timely inspection of the material as and when required throughout the state of Rajasthan.

Signature of Tenderer with Seal

Signature of Bidder _____



Appendix-‘D’

**Affidavit regarding compliance to Terms & Condition of Tender
(On non judicial stamp paper of appropriate value)**

Bidder Name:

I/We confirm that I/We are authorized to submit tender on behalf of the firm participating in the tender and have perused the entire tender document including all its amendments till date.

Having perused the subject tender with all amendments (wherever applicable). I/We hereby confirm unconditional acceptance and compliance to abide by all its terms & conditions as mentioned in Tender document including technical particulars, Detailed technical specifications of the product, Special Terms & Conditions and General Terms & Conditions wherever indicated, offer validity, terms of delivery, Inspection fee without any deviations whatsoever:

I/We also confirm acceptance of the arbitration clause of General Terms & Condition of tender document.

I/We certify that the prices quoted against the tender are competitive and without adopting any unfair / unethical means in including cartelization.

I/We certified that tendering firm has not been banned by any Government Department of the State / PSU from business dealings.

I/We also certified that the information given above is factually correct, true and nothing material has been concealed.

Name of Representative with Signature and Seal

Attested by Notary Public

Signature of Bidder _____



Annexure-A

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

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

Conflict of Interest :-

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

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
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 Bidder _____



Annexure-B

Declaration by The Bidder regarding Qualification

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of..... in response to their Notice Inviting Bid No. Dated.....

I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

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

Date:

Signature of Bidder

Place : Name:

Designation:

Address:

Signature of Bidder _____



Annexure-C

Grievance Redressal during Procurement Process

The designation and address of the Appellate Authority
First appellate authority is Managing Director, RSIC.
Second appellate authority is Board of R.S.I.C.

(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 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.

Signature of Bidder _____



- (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 Bidder _____



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

Appellant's Signature

Signature of Bidder _____



Annexure-D

Additional Conditions of Contract

1. Correction of arithmetic errors.-

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

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to vary Quantities.-

- (a) At the time of award of contract, the quantity of Goods, works or service originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (b) If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (c) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not more than 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 Bidder _____