

**RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.
(Tilam Sangh) Kota Project**

Rawatbhata Road, P.O. Engineering College, Kota-324010 (Raj.)

Phone No. : 0744-2471183, Fax : (0744) 2980159, GSTIN : 08AAAAR9285K1ZV, E-Mail : tilamsangh@gmail.com

e-TENDER NOTICE FOR SUPPLY OF DW JUTE TARPAULIN BAGS (E-8/19)

e-tenders from reputed parties are invited for supply of **DW Jute Tarpaulin Bags (E-8/19)** up to **05.00** PM on **10.10.2019**. Details may be seen in the e-tender documents available at www.tilamsangh.com or <http://sppp.rajasthan.gov.in> or www.eproc.rajasthan.gov.in.

General Manager

RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD. (Tilam Sangh) Kota Project

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e-TENDER NOTICE FOR SUPPLY OF DW JUTE TARPAULIN BAGS (E-8/19)

e-Tenders are invited from reputed suppliers, for supply of 30,000 **DW Jute Tarpaulin Bags (Printed)**. Detailed specification and conditions are mentioned in the Tender Document.

e-Tender shall be accepted only on-line (e-procurement). EMD of Rs. 25,500/-, along with e-Tender Form fee of Rs. 1000/-, in the form of Demand Draft/Pay Order in favour of "Rajasthan Rajya Tilhan Utpadak Sahkari Sangh Ltd.", Kota, shall have to be deposited at its Kota Project, till **10.10.2019** upto 4.00 PM as notified in the e-Tender Document. Another DD for e-Tender Processing Fee of Rs. 1000/- in favour of "MD, RISL", Jaipur shall also have to be deposited at the Kota Project of Tilam Sangh till **10.10.2019** upto 4.00 PM. e-Tender without appropriate Fees & EMD as referred above, will not be accepted. The details of e-Tender schedule are as under :-

Down Load	Submission	Opening
From 05.00 PM on 28.09.2019	Till 10.10.2019 upto 5.00 PM	Technical Bid : On 11.10.2019 at 11.00 AM

Technical Bid and Financial Bid shall be uploaded separately. Financial Bid of tenderer, who qualifies in the Technical Bid would only be downloaded. Unqualified tenderers in the Technical Bid shall not be considered.

General Manager reserves the right to reject any tender or part without assigning any reason thereof. This tender will be processed through e-procurement Portal of Govt. of Rajasthan.

You may visit our website www.tilamsangh.com or www.eproc.rajasthan.gov.in or <http://sppp.rajasthan.gov.in> for further information regarding e-tender and for any assistance contact helpdesk phone 0141-4022688 email eproc@rajasthan.gov.in

GENERAL MANAGER

RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.

(Tilam Sangh) Kota Project

Rawatbhata Road, P.O. Engineering College, Kota-324010 (Raj.)

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e-TENDER NOTICE FOR SUPPLY OF DW JUTE TARPAULIN BAGS (E-8/19)

PART-I (TECHNICAL BID)

Tender No. : (E-8/19)

Price of e-Tender Form : Rs. 1000/-

1.	Down Load of Tender Form	From 05.00 PM on 28.09.2019
2.	Submission of EMD / Fees	
i)	EMD as applicable	Till 10.10.2019 upto 4.00 PM
ii)	Tender document Fee Rs. 1000/-	Till 10.10.2019 upto 4.00 PM
iii)	e-Tender Processing Fee Rs. 1000/-	Till 10.10.2019 upto 4.00 PM
3.	Last date and time of upload of the Tender	Till 10.10.2019 upto 5.00 PM
4.	Date & Time of opening of Tender	
i)	Technical Bid	On 11.10.2019 at 11.00 AM
ii)	Financial Bid	
5.	Earnest Money to be submitted with Tender	Rs. 25,500/-
6.	Approximate value of item	Rs. 12,75,000/-
7.	Validity of the offer	60 days, from the date of opening of Financial Bid

1. NAME OF TENDERER
 (IN CASE OF PARTNESHIP FIRM
 PLEASE MENTION THE NAME &
 ADDRESS OF EACH PARTNER &
 REGISTRATION & TIN NUMBER
 (Enclose copy of Partnership deed)/
 IN CASE OF COMPANY PLEASE
 PROVIDE NAME & ADDRESS OF
 EACH DIRECTOR (Enclose a copy of
 MOA/AOA/Certificate of Inspection)
2. AUTHORISED SIGNATORY WITH
 DESIGNATION.
3. REGISTRATION PROOF FROM
 REGISTRAR OF COMPANIES/FIRMS
 OR PROPRIETARY CONCERN PROOF
4. PERMANENT ADDRESS (REGISTERED
 OFFICE) WITH TELEPHONE NUMBER

5. i) PRESENT MAILING ADDRESS
 WITH TELEPHONE NUMBER
- ii) E-mail ID
6. ADDRESS OF FACTORY
 WITH TELEPHONE NUMBER
7. TELEPHONE/FAX NO.
8. GSTIN
 (Self Certified Copy to be Uploaded
 compulsorily)
9. INCOME TAX PAN NO.
 (Self Certified Copy to be Uploaded)
10. BANK ACCOUNT DETAILS
 a) NAME AND ADDRESS OF BANK
- b) ACCOUNT NO. (WITH ITS NATURE)
- c) TITLE OF ACCOUNT
- d) IFS CODE
- e) NAME OF PERSON MAKING
 TRANSACTIONS
11. AMOUNT DEPOSITED AS EMD
 AGAINST THIS e-TENDER.
12. DETAILS OF PAYMENT (DD/PAY ORDER)
 (Numbers & Date of DDs/POs are to be mentioned here, whereas their scanned copies are to be
 uploaded).

	Amount (Rs.)	DD No.	Date
I) EMD	Rs. 25,500/-	_____	_____
II) TENDER DOCUMENT FEE	Rs. 1,000/-	_____	_____
III) E-TENDERING PROCESSING FEE	Rs. 1,000/-	_____	_____

Date:

Signature of Tenderer : _____
 Name of Signatory (In Block Letter) : _____
 Designation : _____

RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.(Tilam Sangh) Kota Project

Annexure-E

DECLARATION BY THE TENDERER

I/We have read and understood all the terms and conditions of the e-tender document, which are acceptable to me/us. No additional condition or point of difference has been given by me/us.

I/We have fulfilled all the obligations mentioned in the check-list at Annexure-“G”. Copy of all original documents, shall be produced by me/us, on demand, if I/We are declared successful tenderer.

I am (Proprietor/Director/Manager) of the tendering firm and have been authorized to submit e-tender. The authority letter in this regard is enclosed here with.

Date :

Signature of the tenderer :

Place :

Name and Address of the tenderer :

Mobile No. :

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RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.(Tilam Sangh) Kota Project

Annexure-F

INSTRUCTIONS FOR SUBMISSION OF E-TENDER FORM & DOCUMENTS

1. The scanned copy of tender form (Technical Bid, Part-I, in 2 pages) and other relevant documents, which are required, duly filled and signed by tenderer should be uploaded online.
2. The tenderer is required to fill up and upload their rate at proper place i.e. in financial bid (BOQ), Part-II of tender, as per the link provided on the webpage.
3. If required by the tenderer, training may be given to them, for filling of online tender, by the following department.

DO IT : E-Procurement Cell, 1st Floor, Yojna Bhawan, Jaipur.
Help Desk Phone : 0141-4022688
Email : eproc@rajasthan.gov.in

4. Tender form & handwritten rates shall not be accepted in tender Box, although all the 3 DDs/Pay Orders towards tender form fee, RISL processing fee and EMD are to be submitted in this office within the scheduled time, as per e-Tender notice and technical bid.
5. Please read the instructions carefully before submitting the tender online.
6. In case of any query, please call on 0141-4022688/E-procurement Cell/Tilam Sangh Office (IT Cell) 0744-2471183

RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.(Tilam Sangh) Kota Project

Annexure-G

CHECK LIST FOR FILLING UP THE TECHNICAL BID

In order to qualify the technical bid, the scanned copies of following documents are to be uploaded **compulsorily**, by the tenderer, at the time of filling the e-tender, **in lack of any of which, the technical bid shall be rejected.**

1. Fees & EMD
 - a) A DD/Pay order for Rs. 1000/-, towards tender document fee.
 - b) A DD/Pay order for Rs. 1000/-, towards RISL processing fee.
 - c) A DD/Pay order for Rs. 25,500/-, towards EMD (Tender Security).
2. Part -I (Technical Bid) of tender document (in 2 pages, no. 3 and 4) duly filled and signed with seal by the tenderer.
3. The enclosed "Declaration by the Bidder" at annexure-B of the tender document, duly filled and signed with seal, required under rules 2013 of Rajasthan Transparency in Public Procurement act 2012.
4. The enclosed "Declaration by the tenderer" at annexure-E of the tender document duly filled and signed with seal, towards reading and acceptance of all the terms and conditions of tender document.
5. Self certified copy of registration under GSTIN.
6. Self certified copy of PAN.

DETAILS, TERMS AND CONDITIONS OF THE BID

A. SCOPE OF SUPPLY :

1. **Product** : Printed DW Jute Tarpaulin Bags (New).

2. **Specification** :

Size	: 22" X 34"
Weight	: 392 +/- 5 gms per bag at moisture level of 8%.
Capacity	: 40 Kg. minimum on Soya/Wheat certified seed.
Stitching	: Double lock, double stitch by inside folding, with cotton thread.
Printing	: Fast two colours screen printing on both sides as per design to be provided.
Breaking Strength (Kg.F) raveled strip method 10x20 cm. :	
(i) Warp way	: 185
(ii) Weft way	: 100
Seam Strength (Kg.F) :	
(i) Side	: 55
(ii) Bottom	: 34

3. **Packing** : Properly bound bales duly packed should contain 100/200 bags in each bale.

4. **Quantity** : **30,000 bags.** The quantity may be increased or decreased as per our requirement, subject to applicability of rules 2013 of RTTP Act 2012.

5. **Delivery** : **Kota Project of Tilam Sangh Rajasthan.**
Destination : Variation in quantity ordered and dispatched, shall be allowed as per RTTP rules.

6. **Artwork** :

- i) As per the Artwork to be provided to successful bidder.
- ii) It is responsibility of successful tenderer to get the artwork approved from us positively within a period of 10 days of award of contract and this period of 10 days is inclusive in delivery period of 30 days.

B. DELIVERY PERIOD :

Total bags are to be supplied within 30 days of issue of this order. This period is inclusive of the period for approval of artwork.

C. SUBMISSION OF RATE :

- i) The rates are to be filled and uploaded at proper place i.e. in financial bid (BOQ), Part-II of tender.
- ii) The bags are required to be delivered FOR **Kota Project of Tilam Sangh**, as mentioned under the head **Delivery Destination**.
- iii) The basic rate quoted by the tenderer, in the column (5) under the head "**Basic Rate per Bag FOR Kota Project**" should be **inclusive of freight and loading etc.** Only GST is to be quoted separately under the respective head.

D. e-TENDER FEE AND e-TENDER PROCESSING FEE :

e-Tender form fee of **Rs. 1000/-** in the form of **DD/Pay Order** in favour of **“Rajasthan Rajya Tilhan Utpadak Sahakari Sangh Ltd.”**, payable at **Kota** and e-tender processing fee of **Rs. 1000/-** in the form of **DD/Pay Order** in favour of **“MD, RISL”**, payable at **Jaipur**, shall have to be deposited in this office within the scheduled time, as mentioned in the e-Tender notice and the technical bid. e-Tender without appropriate fees as referred above, shall not be accepted. The scanned copies of DDs/Pay Orders are also required to be uploaded at the time of online filling of the technical bid, as mentioned in the check list.

E. (i) TENDER SECURITY (EMD) :

1. An EMD of **Rs. 25,500/-** is to be deposited in the form of **DD/Pay order** in favour of **“Rajasthan Rajya Tilhan Utpadak Sahakari Sangh Ltd.”** payable at **Kota**. The DD/Pay order should reach this office i.e. Kota Project of Tilam Sangh up to the scheduled time, as mentioned in the e-Tender notice and the technical bid, whereas its scanned copy is required to be uploaded at the time of online filling of the technical bid, as mentioned in the check list.
2. REFUND OF EMD : The EMD of unsuccessful tenderer shall be refunded after final acceptance of tender of successful bidder.

(ii) PERFORMANCE SECURITY

1. The successful tenderer shall be required to deposit a security amount equivalent to 5% of the tender value, for which he shall be declared successful, in our account, immediately after getting declared successful however the EMD already deposited by him, shall be adjusted in this security amount.
2. REFUND OF Performance Security : It shall be released after successful completion of supplies and release of payment.

F. PAYMENT TERM :

The payment shall be released within 30 days of receipt of complete material, required documents and bill subject to approval of quality by the plant authorities.

G. PROCEDURE FOR EVALUATING THE TENDER :

- i) The rates are to be filled and uploaded at proper place i.e. in financial bid (BOQ), Part-II of tender. For the purpose of comparative evaluation of financial bid, **Total Rate** per bag, FOR our Kota project, **inclusive of GST** shall be considered.
- ii) In case, any bidder quotes non applicable rate of GST, which is more than applicable rate of GST then comparison shall be made (by preparing a manual comparative chart) by taking into account the applicable rate of GST and keeping the basic rate (mentioned in Column No. 5) intact, subject to applicability of criterion mentioned above at Sr. No. i) and the payment shall also be made with applicable rate of GST, if tender is awarded to that bidder.

- iii) In case, any bidder quotes non applicable rate of GST, which is less than applicable rate of GST then comparison shall be made (by preparing a manual comparative chart) after converting **basic + quoted rate of GST** into **basic + applicable rate of GST** (so that the total of both is same) and hence reducing the basic rate (mentioned at Column No. 5), subject to applicability of criterion mentioned above at Sr. No. i) and the payment shall also be made with the new basic arrived and applicable rate of GST, if tender is awarded to that bidder.
- iv) If because of faulty nature of BOQ, the Comparative chart generated by the system doesn't compare the rate as mentioned at point no. (i), shows any other ambiguity or in any case, as mentioned at Sr. No. ii) or iii) etc., **manually prepared Comparative chart shall be final and binding on the bidders.**

Note : Applicable rate of GST shall be taken as the rate prevailing at the time of closing of submission of bids for comparison and award of contract however in case of any change after closing of submission of bids, award of contract or payment shall be made at actual rate of tax prevailing at the time of dispatch.

H. VALIDITY OF OFFER :

Your offer (Bid) shall be valid for a period of 60 days from the date of opening of financial bid.

I. RIGHT TO PROCURE THE QUANTITY :

Although we require the quantity of bags as mentioned above, under the head "The scope of supply" but we are not bound to procure the above stated quantity. We shall finalize the quantity, to be procured, at the time of placing the purchase orders, based on prevailing situation at that time. We reserve the right for purchase of lesser quantities as tendered or no purchase, in accordance to the rule no. 73 of Rajasthan Transparency in Public Procurement Act. The tenderers shall have no claim with regard to the quantity to be purchased.

J. ESSENTIAL CONDITION:

The tenderer should necessarily be registered under GSTIN, for which he is required to upload a self certified copy of valid registration with the technical bid, as mentioned in the check list, failing which the technical bid shall be rejected.

General Manager
R.R.T.U.S.S.Ltd. (Tilam Sangh)
Kota Project, Kota

GENERAL TERMS & CONDITIONS

- 1 The tenderer shall have to carefully study and understand the conditions, specification and technical requirements of the **material** to be supplied. If he has any doubt about the meaning of any term, condition or specification etc., he should refer to the General Manager and get clarification. The decision of the Project regarding interpretation of the conditions shall be final and binding on the tenderers.
- 2 **Financial Bid, of only those bidders, who qualify the technical bid i.e. who have uploaded the scanned copies of required DDs/Pay Orders and other relevant documents required as per the check list (Annexure-G) and have deposited the DDs/Pay Orders in this office up to the scheduled time, shall be opened.**
- 3 This tender shall be governed by the rules of Rajasthan Transparency in Public Procurement Act 2012.
- 4 **GST Registration** : The manufacturer/supplier should necessarily be registered under GST, the registration no. of which shall be quoted in the tender document, wherever applicable. **Self certified copy of registration under GSTIN is also required to be uploaded with the other documents of technical bids, in lack of which the technical bid shall be rejected.**
- 5 The tenderer shall not sublet the supply awarded to him.
- 6 The tenderer shall be responsible for packing & forwarding, loading/handling and transportation of material to our projects. All losses occurred, in this process, shall be in supplier's account.
- 7 The successful tenderer shall have to supply the material within the specified time schedule as mentioned in the tender document/PO. In case, he fails to do so, the project shall be at liberty to get the supply from any other agency at the risk and cost of the tenderer.
- 8 In case the supply of the material is found to be sub standard or not as per the norms/specification, it shall be rejected and the PO shall be cancelled by forfeiting SD (Security Deposit), which shall be acceptable to successful bidder.
- 9 Prior to loading the scanned copies of technical bid at the time of filling the online tender it is to be ensured by the tenderer that each page has been signed by them, towards its acceptance.
- 10 If the successful tenderer fails to supply the material as per technical bid, the project shall be at liberty to arrange the same either by inviting fresh tenders or by any other alternative means, at the risk and cost of the successful tenderer.

- 11 The project reserves the right to accept any tender. It is not necessary that lowest quoted rate be accepted. The PO may be awarded in part or full, as per our requirement.
- 12 In case, the legal proceedings are felt to be required by the tenderer or the project, the same shall be dealt at the Kota jurisdiction only.
- 13 In case, the supply is delayed due to some reason or the other, the liquidated damages for delay shall be imposed, that shall be acceptable to tenderer.
- 14 In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of the following percentages of value of the stores which the tenderer has failed to supply.
 - a)

(i) Delay up to one fourth period of the prescribed delivery period	2.5%
(ii) Delay exceeding one fourth but not exceeding half of the prescribed period	5%
(iii) Delay exceeding half but not exceeding three fourth of the prescribed period	7.5%
(iv) Delay exceeding three fourth of the prescribed period	10%
 - b) Fraction of a day in reckoning period of delay in supplies shall be eliminated, if it is less than half a day.
 - c) The maximum amount of liquidated damages shall be 10%.
 - d) If the supplier requires extension in time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - e) Delivery period may be extended with or without liquidated damages if the delay in supply of goods is on account of hindrances beyond the control of the tenderer.
- 15 If a tenderer imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his tender is liable to summarily rejection. In any case, none of such conditions will be deemed to have been accepted, unless specifically mentioned in the letter of acceptance of tender issued by the General Manager.
- 16 The General Manager, Tilam Sangh, Kota reserves the right to accept or reject any or all tenders partially or fully without assigning any reason thereof.
- 17 If deemed fit, the project shall depute its representative for inspection of material at tenderer's site prior to its dispatch for which the tenderer should have no objection.
- 18 In case of any dispute, the decision of Managing Director, Tilam Sangh, Jaipur shall be final and binding on both the parties.

- 19 The successful tenderer is required to deposit a security amount equivalent to 5% of the tender value, in our account, immediately after getting declared successful, by way of DD/Electronic Fund Transfer. The EMD of successful tenderer shall be converted to security deposit and only the differential amount of security and EMD is to be deposited by them. The total security amount so deposited shall be released after successful completion of supplies/work. No interest shall be payable on that, which may please be noted.**

General Manager
R.R.T.U.S.S.Ltd. (Tilam Sangh)
Kota Project, Kota

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 interest that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to :
 - (a) have controlling partners/shareholders in common; or
 - (b) receive or have received any direct or indirect subsidy from any of them; or
 - (c) have the same legal representative for purposes of the Bid; or
 - (d) have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - (e) the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved.

However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

- (f) the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- (g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date :

Signature of Bidder

Place :

Name :

Designation

Address

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is The Managing Director, Tilam Sangh Jaipur.

The designation and address of the Second Appellate Authority is The Administrator, Tilam Sangh Jaipur.

(1) Filing an Appeal :

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved.

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings :

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases :

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely :-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal :

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for Filing Appeal :

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

(7) Procedure for Disposal of Appeal :

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

FORM No. 1
[See Rule 83]

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

Appeal No. of

Before the

1. Particular of the appellant :

(i) Name of the appellant :

(ii) Official address, if any :

(iii) Residential address :

2. Name and address of the respondent(s) :

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act By which the appellant is aggrieved :

4. If the Appellant propose to be represented by a representative, the name and postal address of the representative :

5. Number of affidavit and documents enclosed with the appeal :

6. Ground of appeal :

.....
.....

..... (Support by an affidavit)

7. Prayer :

.....
.....

Place

Date

Appellant's Signature

Additional Conditions of Contract

1. Correction of Arithmetical Errors :

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

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

2. Procuring Entity's Right to Vary quantities :

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement

to be procured is of critical and vital nature, in such case the quantity may be divided between the bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in **Annexure D** that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

General Manager
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