

Bidding Document For Laptop

राजस्थान सरकार  
निदेशालय, खान एवं भू विज्ञान विभाग  
खनिज भवन, उदयपुर -- 313 001 दूरभाष -- (0294) - 2415091-95  
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क्रमांक:- निदे/प-5(25)2022-23/ 03


दिनांक:- 11/01/2023

**सीमित निविदा सूचना संख्या 8 / 2022-2023**

निदेशालय, खान एवं भू विज्ञान विभाग हेतु निम्नलिखित सामान क्रय करने हेतु मोहरबन्द सीमित निविदायें आमन्त्रित की जाती हैं :-

| क.सं. | सामग्री विवरण                             | संख्या | अनुमानित कीमत |
|-------|---|--------|---------------|
| 1     | लेपटॉप ( as per attached specifications ) | 2      | 1.30 लाख रु   |

1. निविदा का पूर्ण विवरण एवं शर्तें विभागीय वेबसाईट <http://www.mines.rajasthan.gov.in> एवं <http://sppp.rajasthan.gov.in> पर देखे एवं डाउनलोड किये जा सकते हैं।
2. निविदा प्रपत्र इस कार्यालय से दिनांक 17.01.2023 तक 200 रु. फीस जमा करा प्राप्त किये जा सकते हैं अथवा विभागीय वेबसाईट <http://www.mines.rajasthan.gov.in> एवं <http://sppp.rajasthan.gov.in> से download किये जा सकते हैं। वेबसाईट से download किये गये निविदा प्रपत्र की फीस राशि रु. 200/- का DD/Bankers Cheque तकनीकी निविदा के साथ संलग्न किया जाना होगा।
3. निविदा जमा कराने की अंतिम तिथि दिनांक 18.01.2023 दोपहर 02:00 बजे तक है।
4. निविदाएँ दिनांक 18.01.2023 को दोपहर 3:00 बजे खोली जायेगी।

  
(हर्ष सावन सुखा)आर ए.एस.  
अतिरिक्त निदेशक (प्रशासन)

Bidding Document For Laptop

- i. Bids are to be submitted in two parts i.e. Technical Bid and Financial Bid and in two separate envelopes. Envelope containing Technical Bid should be marked conspicuously "Technical Bid for \_\_\_\_\_(Name of Item) and Envelope containing Financial Bid should be marked conspicuously "Financial Bid for \_\_\_\_\_( Name of Item). Both these sealed envelopes then may be enclosed in a single envelope which should be conspicuously marked "Tender for \_\_\_\_\_( Name of Item)" and sealed. The tender should be handed over at this office or be send by registered post.
2. Bidder should not mention anything in the technical bid about his financial bid otherwise his tender will not be considered.
3. The tender should be handed over at this office in Room no. 236 upto time 2.00 PM of date 18.01.2023 or be sent by post/courier (The post/courier mush reach at this office in Room no. 236 upto time 2.00 PM of date 18.01.2023). Department shall not be responsible for delay in receipt of the post. Only those tenders which are received up to the prescribed time shall be considered.
4. If there happens to be holiday on the submission/opening day for tenders, then the tenders can be submitted on the next working day upto 2:00 PM and the tenders will be opened on the that working day at 3:00 PM
5. No conditional or partial or incomplete bid will be accepted.
6. Price of bid document (tender document fee) once submitted shall not be refunded.
7. Department reserve the right to reject lowest tender rate or may reject any tender or entire tender process without assigning any reason.



**Additional Director  
Administration**

Bidding Document For Laptop

**Scope of Work:** Supply of 02 Laptops of following specifications-

| Parameters             | Minimum Required Specification   |
|------------------------|--|
| Operating System       | Windows 11 Home  |
| Processor              | Intel® Core™ i5 -1235U (up to 4.2 GHz with Intel® Turbo Boost Technology), Minimum 12 MB L3 cache and 10 cores/12 Thread.  |
| Chipset                | Intel® Integrated SoC  |
| Memory                 | 8GB DDR4-3200 MHz RAM (2 x 4 GB)   |
| Hard Drive and Storage | 512 GB PCIe® NVMe™ M.2SSD  |
| Display                | 39.6cm (15.6 inch) diagonal or higher, FHD (1920 x 1080) micro edge anti glare   |
| Graphics               | Intel® Iris® X <sup>e</sup> Graphics   |
| Webcam                 | Wide Vision 720p HD camera with temporal noise reduction and integrated dual array digital microphones   |
| Ports                  | 1 super speed USB type-C® 10GBPS signaling rate (USB power delivery, display port™ 1.4,<br>2 1 super speed USB type-A® 5GBPS signaling rate; 1 HDMI 2.1; 1 AC smart pin; 1 headphone /microphone combo |
| Keyboard               | Full-size  |
| Audio                  | Dual speakers  |
| Adapter                | Smart 65W external AC Power adapter  |
| Battery type           | 3-cell 41 Wh li-ion polymer  |
| Software Included      | Microsoft Office   |
| Warranty               | 1 year (minimum) or as offered by OEM, whichever is higher.  |
| Antivirus              | Preloaded (Latest Version) Internet Security of Quick Heal/Casper Sky with 3 years subscription  |
| Certification          | EPEAT Registered.  |



**Additional Director  
Administration**

## **INSTRUCTION TO THE BIDDERS**

1. Before filling up the tender, bidders are requested to read bidding document carefully which comprises of notice inviting tender, scope of work-technical specifications, instruction to the bidders, conditions of tender and contract for tender, declaration, certificate regarding warranty, Annexure A, B, C, & D, agreement, technical bid and financial bid. Bidder should ensure that the bidding document is completely received.
2. Purchase is being done as per RTPP Act 2012, RTPP Rules 2013 and GF&AR of Government of Rajasthan and all the provisions thereof shall be deemed to be the part of this tender. Bidders are advised to acquaint themselves with the provisions of the Act and Rules. Any Amendment in Act/Rules in future will also be applicable as per Govt. guidelines. If there is any discrepancy between the provisions of the Act and Rules and this Bidding Document, the provisions of the Act and Rules shall prevail.
3. Upon breach the procuring entity may take appropriate action in accordance with the provisions of section 11(3) and section 46 of RTPP Act, 2012.
4. **Bidder who has following Qualification criteria is eligible for bidding :-**
  - A bidder may be natural person, private entity, government owned entity.
  - A bidder debarred under section 46 of RTPP Act, 2012 shall not be eligible to participate in procurement process.
  - A manufacturer or an authorized distributor / dealer / agent of the manufacturer/ authorized retailer. As a proof, relevant certificate to be attached.
  - Mandatory certifications for supplied Items (as a proof copy to be attached):
    - (a) BIS Registration
    - (b) Energy Star Certification
5. The quoted Brand/Company of the items must have a service centre in Udaipur Rajasthan.
6. Warranty Certificate as defined in specification.
7. Bids are to be submitted in two parts i.e. Technical Bid and Financial Bid in sealed envelopes. The technical bid shall be opened and evaluated first, the financial bid of only those bids, which will be found acceptable on technical evaluation shall be opened and evaluated. Bidder should not mention anything in the technical bid about his financial bid otherwise his tender will not be considered.
8. The bids will be evaluated on basis of rate quoted for item. The Lowest priced bidder (L1) shall be determined on the basis of rates quoted for item.
9. The complete bidding document is made available for download from the websites <https://sppp.rajasthan.gov.in> & <https://mines.rajasthan.gov.in>. The prospective bidders who have downloaded the bidding document from the website will have to pay the price of bid document
10. The procuring entity is not responsible for the completeness of the bid document and its addenda if they were not downloaded correctly from the State Public Procurement Portal <https://sppp.rajasthan.gov.in> & Departmental Website <https://mines.rajasthan.gov.in>
11. Any addendum /corrigendum issued shall be published on State Public Procurement Portal <https://sppp.rajasthan.gov.in> & Departmental Website <https://mines.rajasthan.gov.in> and shall be the part of bidding document. Prospective bidders are advised to visit the sites regularly to download the addendum /corrigendum

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12. Rates quoted by the bidder in financial bid shall be valid for 3 months from the date of opening of financial bid.
  13. Bidder shall give a breakdown of the price in the manner and detail called for in the price schedules included in bidding forms.
  14. Bid price quoted should include all taxes, cost associated with packing and documents, insurance, transportation, training and commissioning as required for delivery to location as specified in schedule of supply.
  15. Items are to be delivered as per purchase order at Central Store of Directorate, Department of Mines & Geology, Khanij Bhawan, Shastri Circle, Udaipur; bidder should quote rate F.O.R. destination.
  16. Following documents should be enclosed with the technical bid :-
    - (i) Memorandum and article of association, certificate of incorporation, resolution of board of directors if bidder is a company.
    - (ii) Partnership deed, firm registration certificate, power of attorney if bidder is a partnership firm.
    - (iii) Documents to certify that bidder is a manufacturer or an authorized distributor / dealer / agent of the manufacturer/ authorized retailer.
    - (iv) Certificate of micro, small, medium enterprise of Rajasthan (if applicable).
    - (v) Certifications:
      - a. BIS Registration
      - b. Energy Star Certification
    - (vi) Copies of Bank Draft / Bankers Cheque/e-Grass Challan for tender fee.
    - (vii) Bidding document including notice inviting tender, scope of work-technical specifications, instruction to the bidders, conditions of tender and contract for tender, declaration, certificate regarding warranty, Annexure A, B, C, & D and agreement, duly signed by the bidder (as token of their acceptance of the terms mentioned therein).
    - (viii) Name and model number of item.
    - (ix) Technical leaflets / brochures / literature in Hindi/English version only, if any.
    - (x) Comparison statement of product/features offered by bidder and required by Department about every specification in Annexure-1.
    - (xi) GST Registration Certificate and GST No.
    - (xii) Declaration and Undertaking regarding Warranty.
    - (xiii) PAN Card
    - (xiv) Document to certify that the quoted item Company/Brand have an authorized service station or after sales service centre in Udaipur Rajasthan.
    - (xv) Any other document required to be submitted.
  17. Performance security
    - Selected bidder will be issued letter of acceptance/purchase order, who will be required to deposit Performance Security @2.5% of tendered amount within a period of 7 days from receipt of order.
- Amount of Performance security:-
- for the micro, small and medium enterprises of Rajasthan shall be @ 0.5% of the tendered amount.
  - for the sick industries other than of Small Scale industries whose cases are pending before BIFR shall be @ 1% of the tendered amount.
18. Performance security may be furnished in the form of Bank Draft/Bankers Cheque/Bank

*Dr. M. S. Dhillon*

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Guarantee/F.D.R. made from scheduled bank/N.S.C. which shall be drawn /pledged in the name of “**Additional Director Administration, Udaipur**”. Bank Draft/Bankers Cheque/e-Grass Challan, if made shall be payable at “**Udaipur**”. The term of performance security shall be **15 Months**.

19. Selected bidder shall execute contract on non-judicial stamp paper of Rs. 500 within 7 days of issuance of letter of acceptance/purchase order. The expenses of completing and stamping the agreement shall be paid by the bidder and the original copy of agreement shall remain with the Department.
20. Items are to be supplied within 30 days from the date of purchase order. If there is delay in supply, L.D. charges will be recovered as per GF&AR.
21. Tendered quantity of item is approximate which may vary and can be more or less.
22. Supply shall be completed as per order and the agreement signed by Bidder.
23. Payment shall be made only after supply and satisfactory inspection by the committee nominated for this purpose.
24. No advance payment for the supply of item shall be made in any case.
25. No amount of interest will be paid, if there is any delay in payment of bill.
26. Direct or indirect canvassing on the part of the bidder or his representative shall be a disqualification.
27. Department reserve the right to reject lowest tender rate or may reject any tender or entire tender process without assigning any reason.
28. In case of any dispute, jurisdiction will lie to the civil courts of Udaipur.
29. Doubts as to the meaning of any portion of the tender or of the specification, etc. can be get clarified before **16.01.2023** from purchase officer.



**Additional Director  
Administration**

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**DECLARATION BY TENDERERS  
(On the Letter Head of Bidder)**

I/We declare that I am/we are Bonafide/ Manufacturers / Whole Sellers / Sole Distributor / Authorised Dealer / Dealers / Sole Selling / Marketing Agent in the goods/ stores/ equipments for which I/We have tendered.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

**Signature of the tenderer**

*July*

**वारन्टी प्रमाण पत्र**  
**(On the Letter Head of Bidder)**

हम एतद्वारा प्रमाणित करते हैं कि हमारे द्वारा आपूर्ति की जाने वाली हर चीज़ नई होगी, जो कि कारीगरी और निर्माण में सभी दोषों से मुक्त होगी, उच्चतम श्रेणी और गुणवत्ता वाली होगी और जो कि सामग्री के लिए स्थापित मानकों एवं विनिर्देशों के अनुरूप होगी। हम इसके गुणपूर्णता के लिए पूरी तरह से जिम्मेदार होंगे।

हम यह भी शपथपूर्वक घोषणा करते हैं कि सामग्री के दोषपूर्ण निर्माण के कारण सामग्री में आये किसी भी दोष/डिफेक्ट/विसंगति के लिये हम सम्पूर्ण रूप से जिम्मेदार होंगे। सामग्री की आपूर्ति के समय अथवा आपूर्ति की दिनांक से ..... वर्ष की अवधि में सामग्री में ऐसा कोई दोष/डिफेक्ट आता है तो हम इस बात की वारन्टी देते हैं कि हम दोष/डिफेक्ट को रिपेयर / रिप्लेस करके ऑन साईट उपलब्ध करायेगें तथा हमारे द्वारा किसी भी प्रकार का शुल्क राशि क्लेम नहीं किया जाएगा। हम यह भी घोषणा करते हैं कि सामग्री की सप्लाय की दिनांक से सामग्री पर हम ..... वर्ष की ऑन साईट वारन्टी देते हैं।

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हस्ताक्षर निविदादाता  
(मय फर्म सील)



Bidding Document For Laptop

**Technical Bid**

- I. **Tender For: Supply of 02-Laptop**
- II. Name, postal address, email address and contact of the person/firm/company submitting the tender.
- III. Addressed to: Add. Director Administration, Directorate of Mines & Geology, Khanij Bhawan, Shastri Circle, Udaipur.
- IV. Reference: Tender No.....
- V. Whether technical specification of item being tendered match with the technical specification mentioned in the tender document- yes/no.
- VI. Following documents should be enclosed with the technical bid :-
  - (i) Memorandum and article of association, certificate of incorporation, resolution of board of directors if bidder is a company.
  - (ii) Partnership deed, firm registration certificate, power of attorney if bidder is a partnership firm.
  - (iii) Documents to certify that bidder is a manufacturer or an authorized distributor / dealer / agent of the manufacturer/ authorized retailer.
  - (iv) Certificate of micro, small, medium enterprise of Rajasthan (if applicable).
  - (v) Certifications:
    - a. BIS Registration
    - b. Energy Star Certification
  - (vi) Scanned copies of Bank Draft / Bankers Cheque/e-Grass Challan for tender fee and bid security.
  - (vii) Bidding document including notice inviting tender, scope of work-technical specifications, instruction to the bidders, conditions of tender and contract for tender, declaration, certificate regarding warranty, Annexure A, B, C, & D, agreement, duly signed by the bidder (as token of their acceptance of the terms mentioned therein).
  - (viii) Name and model number of item.
  - (ix) Technical leaflets / brochures / literature in Hindi/English version only, if any.
  - (x) Comparison statement of product/features offered by bidder and required by Department about every specification in Annexure-1.
  - (xi) GST Registration Certificate and GST No.
  - (xii) Declaration and Undertaking regarding Warranty.
  - (xiii) PAN Card
  - (xiv) Document to certify that the quoted Item Company/Brand have an authorized service station at Udaipur or after sales service centers in Udaipur Rajasthan.
  - (xv) Any other document required to be submitted.

Signature of Bidder with Seal

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Bidding Document For Laptop

**Annexure-1**

**Comparison Statement for laptop**

| Parameters             | Minimum Required Specification   | Offered by bidder | deviation if any |
|------------------------|--|-------------------|------------------|
| <b>Parameters</b>      | <b>Minimum Required Specification</b>  |                   |                  |
| Operating System       | Windows 11 Home  |                   |                  |
| Processor              | Intel® Core™ i5 -1235U (up to 4.2 GHz with Intel® Turbo Boost Technology), Minimum 12 MB L3 cache and 10 cores/12 Thread.  |                   |                  |
| Chipset                | Intel® Integrated SoC  |                   |                  |
| Memory                 | 8GB DDR4-3200 MHz RAM (2 x 4 GB)   |                   |                  |
| Hard Drive and Storage | 512 GB PCIe® NVMe™ M.2SSD  |                   |                  |
| Display                | 39.6cm (15.6 inch) diagonal or higher, FHD (1920 x 1080) micro edge anti glare   |                   |                  |
| Graphics               | Intel® Iris® Xe Graphics   |                   |                  |
| Webcam                 | Wide Vision 720p HD camera with temporal noise reduction and integrated dual array digital microphones   |                   |                  |
| Ports                  | 1 super speed USB type-C® 10GBPS signaling rate (USB power delivery, display port™ 1.4,<br>2 1 super speed USB type-A® 5GBPS signaling rate; 1 HDMI 2.1; 1 AC smart pin; 1 headphone /microphone combo |                   |                  |
| Keyboard               | Full-size  |                   |                  |
| Audio                  | Dual speakers  |                   |                  |
| Adapter                | Smart 65W external AC Power adapter  |                   |                  |
| Battery type           | 3-cell 41 Wh li-ion polymer  |                   |                  |
| Software Included      | Microsoft Office   |                   |                  |
| Warranty               | 1 year (minimum) or as offered by OEM, whichever is higher.  |                   |                  |
| Antivirus              | Preloaded (Latest Version) Internet Security of Quick Heal/Casper Sky with 3 years subscription  |                   |                  |
| Certification          | EPEAT Registered.  |                   |                  |

Signature of Bidder with Seal

### Financial Bid

- I. **Tender for Group** - Supply of Laptop (As per specification)
- II. Name and postal address of the person/firm/company submitting the tender.
- III. Addressed to: Addl. Director administration, Directorate of Mines & Geology, Khanij Bhawan, Shastri Circle, Udaipur
- IV. Reference: Tender no.....
- V. The rate for the supply of following item is as under:

| Item description  | Rate per unit<br>(for 1 unit)<br>inclusive GST<br>& Other taxes<br>in Rs. | Quantity | Total amount<br>(inclusive<br>GST & Other<br>taxes in Rs.)<br><b>2x3</b> | Total Amount in words |
|---|---|----------|--|-----------------------|
| 1   | 2   | 3        | 4  | 5                     |
| Supply of 2 Nos.<br>of Laptop (As per<br>Specification) |   | 2        |  |                       |

- VI. I/we have quoted above rates after carefully reading the bidding document.
- VII. The rate quoted above is valid for three months from the date of opening of financial bid.
- VIII. I/We agree to abide by all the conditions mentioned in bidding document.
- IX. Performance Security @ 2.5% of contract amount will be deposited as per condition of tender.

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Signature of bidder  
with name and seal  
Mobile No.-  
E-mail-

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

Any person participating in a procurement process shall -

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

### **Conflict of Interest:-**

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- a. have controlling partners/ shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of the Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid or another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

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## **Annexure B : Declaration by the Bidder regarding Qualifications**

### **Declaration by the Bidder**

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

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

Date:  
Place:

Signature of bidder  
Name :  
Designation:  
Address:

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

The designation and address of the First Appellate Authority is Financial Adviser

The designation and address of the Second Appellate Authority is Director, Mines & Geology

### **(1) Filing an appeal**

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

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

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

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

### **(4) Appeal not to lie in certain cases**

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

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

### **(5) Form of Appeal**

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

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

**(6) Fee for filing appeal**

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

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

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

*Doc1*  
Doc1

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

Appeal No .....of .....  
Before the ..... (First / Second Appellate Authority)

**1. Particulars of appellant:**

- (i) Name of the appellant:
  
- (ii) Official address, if any:
  
- (iii) Residential address:

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

- (i)
- (ii)
- (iii)

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

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

**5. Number of affidavits and documents enclosed with the appeal:**

**6. Grounds of appeal:**  
.....  
.....  
..... (Supported by an affidavit)

**7. Prayer:**  
.....  
.....

Place .....

Date .....

Appellant's Signature

*Truly*



## **Annexure D : Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

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

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

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

### **2. Procuring Entity's Right to Vary Quantities**

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

*Sully*

**AGREEMENT**  
**(See Rule 68)**

An agreement made this ----- day of ----- between -----  
----- (hereinafter called "the approved supplier", which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and the Government of the State of Rajasthan (herein after called "the Government" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

2. Whereas the approved supplier has agreed with the Government to supply to the \_\_\_\_\_ of the State of Rajasthan at its Head Office as well as at branches offices throughout Rajasthan, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in column \_\_\_\_\_ of the said schedule.

3. And whereas the approved supplier has deposited a sum of Rs. \_\_\_\_\_ in \_\_\_\_\_.

(1) Cash/Bank Draft/Challan no./Banker Cheque No. \_\_\_\_\_ dated \_\_\_\_\_.

(2) Post Office Savings Bank Pass Book duly hypothecated to the Departmental authority.

(3) National Savings Certificates/Defence Savings Certificates, Kisan Vikas Patras, or any other script/instrument under National Saving Schemes for promotion of Small Savings, if the same can be pledged under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to the departmental authority.

4. Now these Presents witness:

(1) In consideration of the payment to be made by the Government through \_\_\_\_\_ at the rates set forth in the Schedule hereto appended the approved supplier will duly supply the said articles set forth in \_\_\_\_\_ and \_\_\_\_\_ thereof in the manner set forth in the conditions of the tender and contract.

(2) The conditions of the tender and contract for open tender enclosed to the tender notice No. \_\_\_\_\_ dated \_\_\_\_\_ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

(3) Letters Nos. \_\_\_\_\_ received from tenderer and letters nos. \_\_\_\_\_ issued by the Government and appended to this agreement shall also form part of this agreement.

(4) (a) The Government do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the Government will through \_\_\_\_\_ pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

(c) The mode of Payment will be as specified below:-

*2007*

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

5. The delivery shall be effected and completed within the period noted below from the date of supply order:-

| S.No. | Items Quantity | Delivery period |
|-------|----------------|-----------------|
|-------|----------------|-----------------|

6. (1) (i) In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply :-

|  |     |
|--|-----|
| (a) Delay upto one fourth period of the prescribed delivery period.                              | 2½% |
| (b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period.         | 5%  |
| (c) Delay exceeding one fourth but not exceeding three fourth of the prescribed delivery period. | 7½% |
| (d) Delay exceeding three fourth of the prescribed delivery period.                              | 10% |

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

(ii) The maximum amount of agreed liquidated damages shall be 10%

(iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hinderences, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hinderence but not after the stipulated date of completion of supply.

(2) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hinderences beyond the control of the tenderer.

7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Government and the decision of the Government shall be final.

In witness whereof the parties hereto have set their hands on the..... day of .....2023

Signature for and on behalf of Governor  
Designation

Date:

Signature of the approved supplier.

Date:

Witness No. 1

Witness No.2

*Handwritten signature*