

Government of Rajasthan
Directorate of Mines & Geology
Khanij Bhawan, Shastri Circle, Udaipur-313 001
Phones : (0294) – 2415091-95 Fax : (0294)-2410526
email – po.mg@rajasthan.gov.in

No. DMG/F-5(6)2017-18/ 668


Udaipur, Date ://01/2018

OPEN TENDER NOTICE NO. 11/2017-18

Sealed tenders are invited for the supply of items as mentioned below. Tenders are to be submitted in two separate sealed envelopes i.e. Technical Bid and Financial Bid.

S. No	Group	Particulars of items to be supplied	Qty.	Estimated Cost (Rs.)	Bid Security (Rs.)	Tender Fee (Rs.)
1	A	Flame Photometer	01 No.	0.80 lacs	1,600/-	200/-
2	B	Electronic Balances	02 No.	1.00 lacs	2,000/-	200/-

1. Detailed information may be seen/tender document downloaded from the website. www.sppp.rajasthan.gov.in, www.mines.rajasthan.gov.in
2. Tender form may also be purchased from this office upto 1:00 PM of 29.01.2018
3. Last date and time for submission of tender is 30-01-2018 time 3.00 AM.
4. Technical bid of the tender will be opened on 30-01-2018 at 03.30 PM and financial bid after the evaluation of technical bid.


(N.K. Kothari)
Additional Director
(Mines – HQ)

TECHNICAL SPECIFICATIONS OF FLAME PHOTOMETER

System package: main unit & compressor unit for analysis all 4 element in single ASPIRATION

Na 10 ppm 100 ppm

K 10 ppm 100 ppm

Li 2 ppm 50 ppm

Ca 100 ppm 300 ppm

Suitable for solution of higher concentrations and low concentrations

Curve fitting Accuracy: + 2% FS. (High Conc. Range)

INTERFERENCE FILTER: Na (589 nm), K (768 nm), Ca (622 nm);
10 nm Bandwidth (typical), Li (671 nm) 10-nm Bandwidth (typical)

REPRODUCIBILITY: Low Conc.: + 1% FS, High Conc.: + 2% FS

MINIMUM SAMPLE: 3 ml/element (approx)

AVERAGING Time: 2 to 15 seconds

OPERATING AIR PRESSURE: 0.45 kg/cm² (typical), regulated

AIR COMPRESSOR: With built-in air regulator and air filter to deliver stable and moisture/oil free air supply


FUEL GAS: LPG

PRINTER PORT: Compatible 80 Column

RS 232 PORT: PC Link data transfer

POWER: 230 V +10% 50 Hz

ACCESSORIES: Gas lighter, Air & Gas Tube



(N.K. Kothari)

Addl. Director Mines (HQ)



Technical Bid

- I. **Tender for Group A – Flame Photometer**
- II. Name and postal address of the person/firm/company submitting the tender.
- III. Addressed to: Addl. Director Mines (HQ), Directorate of Mines & Geology,
Khanij Bhawan, Shastri Circle, Udaipur
- IV. Reference: Tender No.....
- V. Whether technical specification of items being tendered match with the
technical specification mentioned in the tender document – yes/no.
- VI. Details of fee deposited.
 - (a) Tender fee : Bank Drafts/Bankers Cheques amounting Rs..... no.....
date.....Bank name.....
 - (b) Bid security : Bank Drafts/Bankers Cheques amounting Rs..... no.....
date.....Bank name.....
- VII. Following documents should be enclosed-
 - (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 authorization letter to certify that
bidder is an authorized distributor / dealer / agent of the manufacturer.
 - (iv) Bank Draft / Bankers Cheque for tender fee and bid security.
 - (v) Bidding document including tender notice, technical specifications, instruction to bidders,
general terms & conditions of the contract and Annexure A, B, C, & D, duly signed by
the bidder (as token of their acceptance of the terms mentioned therein).
 - (vi) Technical leaflets / brochures / literature in hindi/english version only including list of
authorised service center.
 - (vii) Comparison statement of product/features offered by bidder and required by Department
about every specification in the tabulated format.
 - (viii) Sales Tax Registration Certificate & Clearance Certificate valid upto 31.03.2017.
 - (ix) GST Registration Certificate and GST No. (if exempted enclose proof/ & copy of rules).
 - (x) Undertaking regarding warranty in enclosed format.
 - (xi) Any other document required to be submitted.

I/We agree to abide by all the conditions mentioned in the tender document and agree to supply the items
within stipulated time as per the tender.

Signature of tenderer



Financial Bid

- I. **Tender for Group A – Flame Photometer**
- II. Name and postal address of the person/firm/company submitting the tender.
- III. Addressed to: Addl. Director Mines (HQ), 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:

No.	Name of item	Unit	Rate per unit (In Rs.)
1.	Flame Photometer as per specification	1	Basic Rate - A GST @___ - B Total (A+B) =

- VI. The rates quoted above are valid for three months from the date of opening of the tender. The period can be extended with mutual agreement.
- VII. We agree to abide by all the conditions mentioned in tender document.
- VIII. Security deposit @5% of contract amount will be deposited as per condition of tender.

Signature of tenderer

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Bidding Document for the Flame Photometer

Comparison statement of product/features offered by bidder and required by Department about every specification in the tabulated format.

Flame Photometer Specification	Yes/No	Remarks
System package: main unit & compressor unit for analysis all 4 element in single ASPIRATION		
Na 10 ppm 100 ppm		
K 10 ppm 100 ppm		
Li 2 ppm 50 ppm		
Ca 100 ppm 300 ppm		
Suitable for solution of higher concentrations and low concentrations		
Curve fitting Accuracy: + 2% FS. (High Conc. Range)		
Interference Filter: Na (589 nm), K (768 nm), Ca (622 nm); 10 nm Bandwidth (typical), Li (671 nm) 10-nm Bandwidth (typical)		
Reproducibility: Low Conc: + 1% FS, High Conc.:+ 2% FS		
Minimum Sample: 3 ml/element (approx)		
Averaging Time: 2 to 15 seconds		
Operating Air Pressure: 0.45 kg/cm ² (typical), regulated		
Air Compressor: With built-in air regulator and air filter to deliver stable and moisture/oil free air supply		
Fuel Gas: LPG		
Printer Port: Compatible 80 Column		
RS 232 Port: PC Link data transfer		
Power: 230 V +10% 50 Hz		
Accessories: Gas lighter, Air & Gas Tube		

Signature of the tenderer



INSTRUCTIONS TO THE BIDDERS

1. Before filling up the tender, tenderers (bidders) are requested to read carefully tender document which comprises of open tender notice, technical specification, instructions to bidders, technical bid, financial bid, general terms & conditions of the contract, Annexure A,B,C,D. Please ensure that the tender document is completely received.
2. Purchase is being done as per RTPP Act 2012, RTPP Rules 2013 and G.F. & A.R. of Government of Rajasthan.
3. Bidder who has following Qualification criteria are eligible for bidding :

A manufacturer or an authorized distributor / dealer / agent of the manufacturer / service provider, who has been in the business of designing, manufacturing, supplying and commissioning of item. As a proof, company profile/authorisation from manufacture in original on the letter head should be attached.
4. 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 Group and Name of Item) and Envelope containing Financial Bid should be marked conspicuously "Financial Bid for _____ (Name of Group and Name of Item). Both these sealed envelopes then may be enclosed in a single envelope which should be conspicuously marked "Tender for _____ (Name of Group and Name of Item)" and sealed. The tender should be handed over at this office or be send by registered post.
5. Tenderer can submit tender for all the groups (Group A, Group B) or any group/groups. In case tenders are submitted for more than one group, bids shall be given separately for each group in separate envelopes and fees/security etc to be enclosed separately.
6. Tenderer has to submit tender fee and bid security. Two separate Bank Drafts/Bankers Cheques have to be submitted for each group. Those who have purchased tender document form the office need not to submit tender fee.

Note :- (a) Bank Drafts/Bankers Cheques, Separate, for tender fee and bid security should be made in favour of "Addl. Director Administration" payable at Udaipur

(b) The Central Government and Government of Rajasthan undertaking need not to furnish bid security.

Bidding Document for the Flame Photometer

(c) Tender fee will be non-refundable. Bid security shall be refunded soon after the declaration of tender result except to the selected bidder.

(d) Selected bidder will have to deposit performance security @5% of tendered amount within 5 days of receipt of order. Bid security will be adjusted and only difference amount for performance security is to be deposited. Performance security may be furnished in the form of Bank Draft/Bankers Cheque/Bank Guarantee/F.D.R. made from scheduled bank/N.S.C. which shall be drawn/pledged in the name of "Addl. Director Administration, Udaipur". Bank Draft/Bankers Cheque if made shall be payable at "Udaipur". The term of performance security shall be 1½ years

(e) The bid security will be forfeited (i) if tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender, (ii) if the tenderer fails to submit performance security or fails to execute contract on non-judicial stamp paper (worth Rs. 500/-)

7. Selected bidder shall execute contract on non-judicial stamp paper of Rs. 500 within 15 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.
8. The technical bid shall be opened and evaluated first. The financial bid of only those bids which shall be found acceptable on technical evaluation will be then opened and evaluated
9. Tenderer should not mention in the technical bid anything about his financial bid otherwise his tender will not be considered
10. Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered.
11. In rate quoted in financial bid shall be written both in words and figures. There should not be errors or over writings, corrections if any should be made clearly and initialed with date.
12. All rates quoted must be FOR destination and inclusive of 'GST'.
13. Tender rates quoted by the tenderer should be valid up to 3 months from the date of opening of the tender.
14. Following documents should be enclosed along with Technical Bid :-



Bidding Document for the Flame Photometer

- (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 authorization letter to certify that bidder is an authorized distributor / dealer / agent of the manufacturer.
 - (iv) Separate Bank Draft / Bankers Cheque for tender form fee and bid security.
 - (v) Bidding document including tender notice, technical specifications, instruction to bidders, general terms & conditions of the contract and Annexure A, B, C, & D, duly signed by the bidder (as token of their acceptance of the terms mentioned therein).
 - (vi) Technical leaflets / brochures / literature in hindi/english version only including list of authorised service center.
 - (vii) Comparison statement of product/features offered by bidder and required by Department about every specification in the tabulated format.
 - (viii) Sales Tax Registration Certificate, Clearance Certificate valid upto 31.03.2017.
 - (ix) GST Registration Certificate and GST No. (if exempted enclose proof/ & copy of rules).
 - (x) Undertaking regarding warranty in enclosed format.
 - (xi) Any other document required to be submitted.
15. If there is holiday on the last day for submission of tender or opening day for tenders, then the tenders will be received/opened on the next working day.
16. Tenders received after the prescribed time and date shall be rejected.
17. Incomplete tenders and conditional tenders will not be considered.
18. Direct or indirect canvassing on the part of the tenderer or his representative will be a disqualification.
19. Department is not bound to accept the lowest tender rate and may reject any tender or tender process without assigning any reason.

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Bidding Document for the Flame Photometer

20. Selected bidder will be issued letter of acceptance/purchase order and will be required to deposit performance security (as described in clause 4d) and will have to execute contract/agreement on non-judicial stamp paper of Rs. 500 within 6 days from the issuance of letter/order.
21. Supply of items have to be completed as per order and the agreement signed by supplier. If supplier has any doubts as to the meaning of any portion of the procedure or of the specification, etc., he shall get it clarified one week before the last date of submission of tender.
22. 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 GFAR.
23. Items are to be delivered at Central Laboratory Store of Directorate, Department of Mines & Geology Udaipur; bidder should quote rates F.O.R. to destination.
24. Payment against supply of item shall be made only after supply, installation, on satisfactory inspection and successful testing.
25. No advance payment for the supply of item shall be made in any case.
26. No amount of interest will be paid, if there is any delay in payment of bill.
27. In case of any dispute, jurisdiction will lie to the civil courts of Udaipur.



(N.K. Kothari)

Addl. Director Mines (HQ)

GENERAL TERMS & CONDITIONS OF CONTRACT

Clause No.

Terms & Conditions

1. Tender notice, technical specifications, instruction to bidders etc. supplied with tender document, shall be part of terms and conditions of the contract.
2. Bidder shall be deemed to have carefully examined the technical specifications of the items to be supplied. If bidder has any doubts as to the meaning of any portion of the procedure or of the specification etc., he shall get it clarified from ADM (HQ).
3. **Validity:**
Quoted rates shall be in Indian Rupees and remain valid for 3 months from the date of opening of financial bid.
4. **Agreement and Performance Security**
 - (i) Successful bidder shall have to execute an agreement within a period of 5 days of receipt of final supply order after depositing performance security equal to 5% of the tendered amount (as described under Clause 6d of Instructions to Bidders).
 - (ii) The bid security deposited at the time of tender shall be adjusted towards performance security.
 - (iii) No interest will be paid by the Department on the performance security.
 - (iv) Central Government concerns and Government of Rajasthan's Undertaking shall be exempted from furnishing performance security.
 - (v) 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.
 - (vi) The performance security shall be returned within one month after the expiry of the period of warranty/guarantee and after satisfying that there are no dues outstanding against the bidder and no complaints covered under the warranty/guarantee is pending.
5. **Forfeiture of Performance Security Deposit:**
Performance security amount in full or part may be forfeited in the following cases:-
 - (a) When any terms and conditions of the contract is breached.



(b) When the tenderer fails to make supply satisfactorily.

Notice of reasonable time shall be given in case of forfeiture of performance security. The decision of the ADM (HQ) in this regard shall be final.

6. **Assign or Sub-let:**

The bidder shall not assign or sub-let his supply order or any part thereof to any other agency.

7. **Warranty:**

- (i) Comprehensive one year onsite warranty for service, repair/replacement/maintenance of instrument/machinery inclusive of all consumables from the date of successful installation of instrument should be given (as per certificate regarding warranty enclosed with the bid document).

Note:- No additional charges will be paid by the department for the warranty mentioned above.

8. **Inspection:**

Instrument supplied by the supplier shall be inspected by the Departmental committee for the genuineness of the instrument and for its proper working. Supplier should make arrangement at his own expenses for the demonstration of instrument.

9. **Rejection:**

Items not approved during inspection or testing shall be rejected and will have to be replaced by the bidder at his own cost within the time fixed by the ADM (HQ).

10. **Insurance:**

- (i) It shall be the responsibility of the supplier for the safe supply of item up to Central Laboratory Store of the Department. For any loss / accident during the supply of items, all the responsibility shall be of supplier for any type of damage.
- (ii) The items shall be delivered at the destination store in perfect condition. The supplier, if he desire, may insure the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz. (war, rebellion, riot, etc.). The insurance charges shall be borne by the supplier and Department shall not be liable to pay such charges, if incurred.

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11. **Payments:**

Payments will be made after supply and installations of equipment, training, satisfactory report of the inspection committee and on submission of bill in proper form by the supplier to the ADM (HQ) in accordance with G.F.&A.R. All remittance charges shall be borne by the supplier. TDS for income tax and GST will be deducted as per rules.

12. **Targets for timely supply of instrument:**

(i) The time specified for delivery shall be deemed to be the essence of the contract and the successful bidder shall arrange to supply equipment within 30 days of receipt of the supply order from the ADM (HQ).

In case item is supplied after the prescribe time, Liquidated Damage (L.D.) charges will be deducted at the following rates from the bill :-

(a) delay up to one fourth period of the prescribed delivery period	2 ½%
(b) delay exceeding one fourth but not exceeding half of the prescribed period	5%
(c) delay exceeding half but not exceeding three fourth of the prescribed period.	7½%
(d) delay exceeding three fourth of the prescribed period.	10%

However on request of supplier (made before the last date for supply) the period may be extended by ADM (HQ) with or without liquidated damage depending on genuineness of the grounds.

13. **Recoveries:**

Recoveries of liquidated damages, short supply, poor services, breakage and rejected items / parts shall ordinary be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the supplier, amount alongwith liquidated damages shall be recovered from his dues and performance security deposit available with the Department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force. If the repair/maintenance/replacement of instrument or its part or resolving the problem in working of the instrument is not rectified within 7 working days of lodging of complaint, penalty @ Rs. 100/- per day after 7 days will be charged.

14. If a bidder imposes conditions which are in addition to or in conflict with the conditions in the tender document, they shall not be considered unless

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Bidding Document for the Flame Photometer

specifically mentioned in the letter of acceptance of tender issued by the ADM (HQ).

15. The Director, Mines & Geology Department, Rajasthan, Udaipur reserves the right to change, correct and modify the terms and conditions for the supply of the tendered item.
16. All legal proceedings for any dispute between Department and supplier shall have to be lodged in courts situated in Udaipur, Rajasthan and not elsewhere.
17. As per circular 3/2013, dated 4/2/2013 of finance department required annexure A, B, C & D are enclosed for needful, conditions / declaration in annexure A, B, D shall form part of the agreement. All relevant provisions of RTTP Act 2012 and RTTP Rules 2013 made there under will ipso-facto deemed part of this tender document.



(N.K. Kothari)

Addl. Director Mines (HQ)

Declaration

I/We do hereby declare that the entries made in the tender are true to the best of my / our knowledge and belief. I/We do also confirm that I/ We have read and understood All Terms and conditions as contained in this tender document and agree to abide by the same in all respect.

I/We undertake that in case the facts/ information furnished, as above is/ has been found false, the Buyer (DMG Udaipur) may be in its absolute discretion reject/ cancel any assignment, if any, awarded / agreed to be awarded to me / us and in such case I / We shall not be entitled to claim any damages/ whatsoever in regard to that assignment

Signature of Proprietor/ Director/
Managing

Director / Constituted authority.

Place:

Name:

Date:

Designation



CERTIFICATE REGARDING WARRANTY

We hereby certify that everything to be supplied by us here under shall be brand new, free from all defects and faults in material workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for material of the type ordered, shall be in full conformity with the specifications and shall operate properly. We shall be fully responsible for its efficient operation.

In case of any defect or damage / inconsistency due to poor manufacturing / repair & overhaul of the equipment or defective supply not conforming to the specifications if observed at the time of final inspection and there after within one year from the date of successful installation, we undertake the guarantee to repair / replace the supply free of cost for the defective items up to the final destination (on-site) and all the inland expenses borne by the indenter, will be at our cost. We will also supply you accessories / spare parts, etc. free of cost during the warranty period, if at all damaged under normal use.

This comprehensive warranty shall survive inspection and payment for and acceptance of the instrument and shall expire after (Except in respect of complaints of which the bidder has been notified prior to such date) 12 months after their successful installation by the bidder.

We further certify that we have adequate and authorised service facility in India for the products offered (all kind of spares / accessories there off) and we undertake to provide all technical support required for operation and maintenance of instrument free of cost during warranty period and at extra cost after warranty period.

We further certified that all products / spares are repairable in India but due to any unfortunate circumstances any major servicing is required to be done and not possible to repair / replace within seven days, then we shall provide necessary stand-by equipments.

SEAL of manufacturer/ supplier Enterprises.

Signature

Dated _____

Name & Address of Manufacturer / Supplier

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

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

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

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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 Secretary, Mines & Petroleum
The designation and address of the Second Appellate Authority is Finance Department

(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.

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

Appeal Noof
Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:

.....
.....
..... (Supported by an affidavit)

7. Prayer:

.....
.....
.....

Place

Date

Appellant's Signature



Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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

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

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

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

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

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