

**Government of Rajasthan  
Election Department**

**Food Building, Secretariat, Jaipur (Rajasthan)-302005.  
Telephone: 0141-2227194, 227638 Fax: 0141-2227794 Email:ceojpr-rj@nic.in**

क्रमांक एफ1(8)III / स्टेशनरी / निर्वा / 2021

Date :

**Notice Inviting Bid(NIB)**

Bid for "Rate contract of Stationery Items & other official items are invited from interested bidders up to 08th Nov. 2021 at 3.00 PM other particulars of the bid may be visited on the procurement portal (<http://sppp.rajasthan.gov.in>)of the state & Departmental Website [www.ceorajasthan.nic.in](http://www.ceorajasthan.nic.in)

UBN .....



Add. Chief Electoral Officer  
Election Department, Food Building, Secretariat  
Jaipur (Rajasthan)-302005 India

**COMMERCIAL BID FORM FOR SUPPLY OF STATIONERY ITEMS**  
**I. List A of Stationery Items with specification, Make (if any)**

S.N.	Name of Item with specification, make (if any)	Estimated Qty. which is to be purchase	Rate offered per unit/Pkt./Bundle etc.		
			Rate per unit/Pkt./Bundle etc.	GST %	Total Rate per unit/Pkt./Bundle etc. with GST
1	2	3	4	5	6
1	Borer (plastic handle))	50			
2	Paper weight Ordinary glass	20			
3	Despatch Register on 70GSM Laser paper -400 pages & Size 17x27 / 4Neelgagan	5			
4	Receipt Register on 70GSM Laser paper -400 pages & Size 17x27 /4 Neelgagan	5			
5	L – Folder Plastic with pocket & 1side transparent	2500			
6	Stick Folder A4 Size Transparent	150			
7	File Lace No.924	8000			
8	File Pad	3000			
9	File Tag-8" (Mention Qty. of tag in a Bundle)	10200			
10	Short hand note book on 60 GSM Paper - 160 Pages	100			
11	Register 60 Page Bound with Jild	25			
12	Register 120 Page Bound with Jild	25			
13	Register 180 page Bound with Jild	50			
14	Register 240 Page Bound with Jild	50			
15	Dak Book on 70 GSM Laser Paper, 160 Pages, Size 17x27 / 8	25			
16	Stamp Postage Reister on 70 GSM laser paper -160 Pages, Size 17x27 / 4	3			
17	Transparent Tape 1/2" - Length 30Metre	50			



18	Transparent Tape 1" - Length 30Metre	50			
19	Transparent Tape 2" - Length 30Metre	50			
20	Sanganeri Cloth hand made folder with pockets, Lock etc.	700			

**Note: Each page of this list must be signed by bidder alongwith seal & submitted in separate envelope.**

**Place & Date :**

**Seal & Signature of the Bidder**



## COMMERCIAL BID FORM FOR SUPPLY OF STATIONERY ITEMS

### II List B of Stationery Items with specification, Make (if any)

S.N.	Name of Item with specification, make (if any)	Estimated Qty. which is to be purchase	Rate offered per unit/Pkt./Bundle etc.		
			Rate per unit/Pkt./Bundle etc.	GST %	Total Rate per unit/Pkt./Bundle etc. with GST
1	2	3	4	5	
1	Alpin packet (Bell)- Gross weight 100 gm.	200			
2	Dak Pad-Neelgagan	50			
3	U-Pin 26 mm Kores	50			
4	Glue Bottle – 150 ml (Camel)	50			
5	Glue Bottle – 700 ml (Camel)	50			
6	Pencil ordinary (Natraj or camel)	100			
7	Stamp pad medium size – (Ashoka) 110 X 70 mm	50			
8	Stapler pin pkt.24/6 (Kores/Kangaroo)	100			
9	Stapler No. 10 (Kores/Kangaroo)	100			
10	StaplerPin pkt.No10 (Kores/kangaroo)	250			
11	Scale Plastic 1 feet (Camel or Natraj)	20			
12	Whitener Pen (Kores/Camlin)	150			
13	Photo State Paper Ream A-4– 210 X 297MM/75 GSM (TNPLor JK or Xerox Meal pack)	1000			
14	Photo State paper Ream FS 215 X 342 MM/75 GSM(TNPL or JK or Xerox meal Pack)	100			
15	Spiral NoteBook (NeelgaganNo66)	200			
16	Page marker - self sticky (Tri colour) – 3 pads of 25 एम एम X 75 एम एम- Make – Corporate / Desmat	200			
17	Sticky note (Plain yellow in diff. size) 2"X3" & 3"X4"	50 -50 each			
18	CD & CD RW with Jewel case (Sony/Hp/Moserbear/Frontech)	300 50 RW			
19	Toner Cartridge Laser PrinterHP12A	5			
20	Glue Stik (Fevistik / 3M) – 15 g	100			

21	Cutter (Natraj )	20			
22	DVD & DVD RW with Jewel case (Sony/samsung/Hp/Moserbear/Frontech)	300 50 RW			
23	Ball Pen Reynold 045, Goldex Klassy Cello Butterflow	500 500			
24	Luxor Hitechpoint Pen V5 / V7	300			
25	Highlighter pen-(FaberCastle/ Luxor/camlin)	100			
26	Toner Cartridge Laser Printer Samsung 2876ND-116L	3			
27	Cartridge for Cannon 5980dw mfd - 319No.	2			
28	Cartridge for KX-MB1530 MFD – Panasonic FAT410	4			
29	Cartridge LBP3300N Cannon Printer Cannon 308	10			
30	Cartridge HP 88A	8			
31	Cartridge HP 55A	4			
32	Cartridge RICOH MFD 3410-SP3400HS- Cod406517	6			
33	Cartridge for Hp Laser Printer 1606dn – Hp 78A	20			
34	Pen Drive( 16GB/32GB )- Make Transcend / Kingston / Sandisk / Sony /hp	50			
35	pencil cell (Novino Gold)	100			
36	CD Marker pen (Luxor/Reynold/Camlin)	24			
37	White Board Marker pen (Luxor/Reynold/Camlin)	36			
38	Cartridge Laser Printer hp 425dn-80A	10			
39	Cartridge Laser Printer Ricoh 310 dn Code 407251	10			
40	Stapler hp - 45 Kangaroo	6			
41	Pager Cell AAA (Novino gold )	100			
42	Calculator - 12 digit (Citizen & Casio)	30			
43	Optical Scroll mouse (i-ball / Logitech)	15			
44	Computer Key board PS2 & USB (i-ball / Logitech)	10			
45	Toner for hp deskjet 254 colour printer टोनर कार्टेज 202ए	4 Set (1 Set=4 Cartridge)			
46	Toner for hp MFP M227Fdn - 30A	15			
47	Toner for hp MFD 3035 - 51A	04			



48	Toner for Cannon Laser printer 337 Starter	8			
49	Codeless Keyboard & Mouse Make-Circle	6 each			
50	External Hard disk (Seagate/Maxtor/omega)	6 (1 TB)			
51	Mosquito Repellent machine with liquid bottle - Allout /mortein/ goodknight (cost of liquid bottle should be mention separately also)	20 combopack & 40 only liquid bottle			
52	Uniball Impact 1.0 Pen	100			
53	V5 Pilot Hytech Point Pen	100			
54	Parker Pen	50			
55	ADD Gel Pen	50			
56	Punching Machine	10			
57	Paper Clip/Binder Clip	100			
58	Dustbin	50			
59	Clear Bag (One Button)	50			
60	Electric Bell/Cordless Bell	8 each			
61	Table Glass (8mm=10 Nos., 10mm=10 Nos, 12mm=10Nos)	30			
62	Water Glass	50			

**Note : Each page of this list must be signed by bidder alongwith seal & submitted in separate envelope.**

**Place & Date :**

**Seal & Signature of the Bidder**



**GOVERNMENT OF RAJASTHAN  
(ELECTION DEPARTMENT )**

**TERMS & CONDITIONS FOR TENDER NOTICE FOR SUPPLY OF STATIONERY ITEMS UNDER RATE  
CONTRACT**

**Note : Bidders should read these conditions carefully and comply strictly while sending their bid.**

**Condition No. – 1**

- I. Bid will be inviting into 2 part i.e. General cum Technical bid & Commercial bid.
- II. Commercial bid itself having 2 parts. Bidder should submit General cum Technical bid & Commercial bid having 2 part i.e. List A & List B in 3 separate sealed envelopes on which bidder should write name & address of the firm. These 3 separate envelopes should be kept in one big separate envelope.
- III. Sample of each Item mention in List A (which is a enclosure of General Cum Technical Bid )must be enclosed by the bidder in a separate envelope without which Commercial bid of List A Items of the bidder will not be open.
- IV. Sample of Items mention in List B are not required.
- V. Commercial bid of qualifier bidder (bidder qualified in General cum technical bid) shall be open. Bid Security declaration, GST return (upto 31st March, 2021) & Other enclosure ( List A & List B of stationery Items, Terms & Conditions for tender. Check list etc.) except Commercial Bid in two parts must be attach with General cum Technical Bid.

**Condition No. 2 -** (I) Any Change in the constitution of the firm, etc., shall be notified forth with by the supplier in writing to the purchase officer and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

(II) No new partner / partners shall be accepted in the firm by the supplier in respect of the rate contract unless he/they agree to abide by all its terms, conditions and deposit with the purchase officer a written agreement to this effect. The supplier receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.

**Contract No. 3 -** GSTIN Registration Certificate: - No Bidders who is not registered under GST Act Prevalent in the state where his business is located shall tender. The GSTIN Registration no. should be quoted and a GST clearance/ return copy of quarter ending up to 31 March, 2021 from the commercial Taxes officer of the Circle concerned shall be submitted without which commercial bid of the bidder will not be open.

**Condition No.4 -** Bid form shall be filled in ink or typed. No Bid filled in pencil shall be considered.The Bidder shall sign the Bid form at each page and at the end in token of acceptance of all the terms and conditions of the tender.

**Condition No.5 -** Rate shall be written both in words and figures. There should not be errors and /or over-writings. Corrections if any should be made clearly and initiated with dates.

**Condition No. 6 - (I)**All rates quoted must be FOR JAIPUR and should include all incidental charges. In case of local supplies the rates should include all taxes, etc., and no cartage or transportation charges will be paid by the department and delivery of stationery items shall be given at the office/Store premises of the Chief Electoral Officer, Rajasthan, Jaipur.

(II) The rates quoted by the Bidders will be compare by the department without GST basis & the rate of GST will be paid as per GST rate applicable on the stationery Items.

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**Condition No.7 –**

**Validity: - (I)** The rate quoted shall be valid upto one year from the date of rate contract agreement.

(II) Period of rate contract will be extended as per RTPP rule 2013, accordingly.

(III) The Bidder should not under any circumstance revise his rates already quoted. Any request for an increase in the rates will not be entertained under any circumstance.

**Condition No. 8 -** The approved Bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc. he shall before signing the contract refer the same to the department and get clarifications.

**Condition No. 9 -** The Bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency.

**Condition No. 10 - Specifications :- (I)** All stationary items supplied shall strictly confirm to the specifications, make mentioned in tender document & supply order as per rate contract.

(II) **Rejection:-** If Stationary items mentioned above are not as per specification/make mentioned in Bid document shall be rejected and it have to be replaced by the approved Bidder at his own cost immediately without any delay as directed by Chief Electoral Officer, Rajasthan, Jaipur, otherwise the tenderer shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Chief Electoral officer in that behalf under this contract or otherwise.

(III) All supply in course of execution or executed in pursuance of the contract shall at all times be open for the inspection and supervision of the Chief Electoral officer and his subordinates.

**Condition No. 11 -** The approved Bidder shall furnish complete address/Telephone Numbers together with name & address of the person who is to be contacted for the supply.

**Condition No. 12 - Samples;-** Sample of all items must be enclosed with this List A of stationary items. Items mentioned in List A, No. 3, 4 & 6, 11 to 14 & 17 to 19 only one sample is required, which will properly packed & enclosed with in separate envelope. Such Sample will be received in the office alongwith tender document. A receipt will be given for samples by the officer receiving the samples. Samples if sent by train, etc., should be dispatched freight paid and the R/R or G.R should be sent under a separate registered cover. If samples of few items are not enclosed by the bidder of items mentioned in List A then commercial bid of List A items will be opened or will not be opened decision taken by the department in this regard will be final. However, the rates of Items mentioned in List A will be finalize by the department after approval of sample.

**Condition No. 13 -** Each sample shall be marked suitable either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the tenderer and serial number of the item, of which it is a sample in the schedule.

**Condition No. 14 -** Approved Samples would be retained in the department. Department shall not be responsible for any damage, wear and tear or loss during the period these samples retained.

The sample shall be collected by the tenderer on the expiry of stipulated period. The Government shall in no way make arrangements to return the samples. The Samples uncollected within 9 months after expiry of rate contract shall be forfeited by the Government and no claim for their cost, etc., shall be entertained.

**Condition No. 15 -** Samples not approved shall be collected by the unsuccessful tenderer. The department will not be responsible for any damage, wear and tear or loss during the period these samples retained. The uncollected samples shall be forfeited if not claimed within a month and no claim for their cost, etc., shall be entertained.

**Condition No. 16 -** Supplies when received shall be subject to inspection to ensure whether they confirm to the specifications, make or with the approved samples.

**Condition No. 17 -** The tenderer shall be responsible for the proper packing so as to avoid damage under normal

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conditions of transport by sea, rail, and road or air and delivery of the material in good condition to the consignee at destination. in the event of any loss, damage, breakage or leakage or any shortage the tenderer shall be liable to make good such loss and shortage found at the checking/ inspection of the materials by the consignee. No extra cost on such account shall be admissible.

**Condition No. 18** - The rate contract for the supply, can be repudiated at any time by the Chief Electoral officer, if the supplies are not made to his satisfaction after giving an opportunity to the Bidder of being heard and recording of the reasons for repudiation.

**Condition No. 19** - Direct or indirect canvassing on the part of the Bidder or his representative will be disqualification.

**Condition No. 20 - Delivery period:- (I)** The approved Bidder whose tender is accepted supply the order itmes within 7 working days time from the date of issue of supply order when required by department.

If the orders are placed in excess of the quantities shown in the tender document the tenderer shall be bound to meet the required supply. If the tenderer fails to do so department shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the tenderer.

**Condition No. 21 - Agreement & Performance Guarantee;-**

- (I) Successful Bidder (Supplier/rate contractor) will have to execute an rate Contract agreement within a certain period mentioned in order \* performance Guarantee equal to 2.5% of the value of the supply order & for SSI units within 7 days of acceptance of tender in the form of Demand Draft drawn in favour of the Chief Electoral Officer, Rajasthan, Jaipur. The Performance Guarantee will not be accepted in any other form.
- (II) No interest will be paid by the department on the Performance Guarantee.
- (III) The expenses of completing the stamping the rate contract agreement shall be paid by the successful rate contractor.
- (IV) The Performance guarantee so collected shall be refunded to the rate contractor/supplier within one month after expiry of rate contract provided the supply done by the supplier is found to be satisfactory and in good order. Contractor/supplier should submit application alongwith required documents for refund.
- (V) The Central government & Government of Rajasthan undertaking will be exempted from furnishing security deposit.

**Condition No. 22 - Financial Turn Over:** - Annual turn over of the bidder during the preceding three financial years., should be at least Rs. 35 Lack form the same business. Audited Balance sheet of last 3 Financail years along with CA Certificate with CA's Registration Number/Seal/Turn over Statement/Balance Sheet certified by CA.

**Condition No. – 23**

**Forfeiture of Performance Guarantee :-** The security amount in full or part may be forfeited in the following cases :-

- (I) When any terms & conditions of the rate contract breached.
- (II) When tenderer fails to make complete supply satisfactorily..
- (III) Notice of reasonable time will be given in case of forfeiture of security deposit. the decision of the department in this regard shall be final.

**Condition No. – 24**

If at any time during the execution of the supply the department shall for any reason whatsoever (other than default on the part of the supplier for which the Chief Electoral Officer is entitled to rescind the contract) desires that the whole or any part of the supply specified in the Bid should be suspended for any period or that the whole or part of the supply, should not be carried out at all, he shall give to the supplier a notice in writing to that effect and upon the receipt of such notice the supplier shall forthwith suspend or stop the supply wholly or in part as required thereon.

**Condition No. – 25**

(I) Advance payment will not be made.

(II) Unless otherwise agreed between the parties payment for the delivery of goods/articles will be made on verification of goods according to supply order & submission on bill in proper form by the supplier to the Chief Electoral Officer, Rajasthan, Jaipur in accordance with GF&AR all remittance charges will be born by the supplier.

(III) Payment to supplier shall be made through ECS to the banker nominated by the supplier on receipt of the material.

**Condition No. – 26 – (I)** The entire supply shall have to be carried out as per the instructions issued by the Chief Electoral Officer; Rajasthan, Jaipur from time to time and his decision shall be final and binding in respect of all points of doubt.

(II) The time specified for delivery in the tender form shall be deemed to be the essence of the rate contract and the approved Bidder shall arrange supplies within the period on receipt of the firm order from the department.

**Condition No. – 27 – Recoveries:** - Recoveries of liquidated damages, short supply, breakage, rejected articles 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 alongwith amount of liquidated damages shall be recovered from this dues and Performance Guarantee available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

**Condition No. – 28 –** If a Bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his tender is liable to summary 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 department.

**Condition No. – 29 –** The department reserves the right to accept any Bidder not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which Bidder has been given or distribute items of stores to more than one firm/ supplier.

**Condition No. – 30**

If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the parties to the Head of the Department who will appoint his senior most dputy as the Sole Abitrator of the dispute who will not be related to this contract and whose decision shall be final.

**Condition No. – 31**

**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 nay material benefit either directly or indirectly in exchange for an unfair advantage in procuremrt 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;

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- (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.
    - h. The Bidder has submitted a declaration as per Annexure.

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Condition No. – 32

**GREVANCE REDRESSAL DURING PROCUREMENT PROCESS**

|                                                                  |                                               |
|------------------------------------------------------------------|-----------------------------------------------|
| The designation and address of the First Appellate Authority is  | Chief Electoral officer<br>Rajasthan, Jaipur  |
| The designation and address of the Second Appellate Authority is | Finance department<br>Government of Rajasthan |

(1) FILLING AN APPEAL

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the 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.

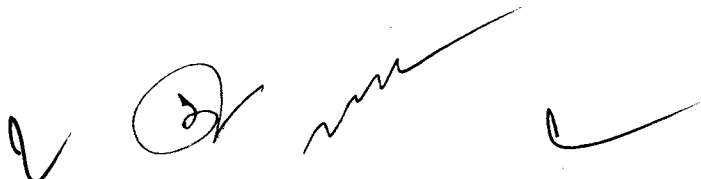
(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate 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

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(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 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 document, 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.

(8) FORM OF APPEAL

The format of Appeal is enclosed as per Annexure B.

**Condition No. – 33 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 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 fifty 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. The additional quantity shall not be more than of the original contract 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 Biding 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 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.

**Condition No. - 34 -:** Where any Terms & Conditions are not clear the rules of G.F. & A.R./ Rajasthan Transparency Act 2012 / Rules 2013 will be applicable.

**Condition No. 35 -** All Legal proceeding instituted by any of the parties (Department or Supplier) shall have to be lodged in courts situated at Jaipur in Rajasthan & not elsewhere.

The decision of the Additional Chief Electoral Officer, Rajasthan, Jaipur shall be final and binding on the tenderer(s) in respect of this tender.

**signature of Bidder**

**Name & Address**

**Place & Date:**

*Handwritten initials*

22

*Handwritten signature*

*Handwritten signature*