



राजस्थान आवासन मण्डल, जयपुर

क्रमांक : कम्प्यूटर/2019-20/120

दिनांक : 21/8/2019

कार्यालय आदेश

मण्डल द्वारा पूर्व में आमंत्रित निविदा क्रमांक Computer/MWeB/94 दिनांक 24.07.2019 आमंत्रित की गई थी एवं दिनांक 20.09.2019 को खोली जानी थी, को अपरिहार्य कारणों से निरस्त किया जाता है। UBN No. RHB1920SLOB00042 NIT No. CE(HQ)Computer_MWEB / 2 Dated 24.07.2019

उक्त आदेशों को सक्षम स्तर पर स्वीकृति प्राप्त है।

21/8/19

मुख्य अभियंता (मु0)

प्रतिलिपि -

1. निजी सचिव - आवासन आयुक्त, रा.आ.म., जयपुर।
2. निजी सचिव - वित्तीय सलाहकार, रा.आ.म., जयपुर।
3. आवासीय अभियंता ई-प्रोक, रा.आ.म., जयपुर।
4. रक्षित पत्रावली।

संयुक्त निदेशक (एस.ए.)

Without

Earnest Money

bid is not

accept.

Rajasthan Housing Board
Janpath, Jyoti Nagar, Jaipur, 302005 (Rajasthan) India

Ref. No. Computer/MWeB/94

Dated ;24.07.2019

NIB NO : CE(HQ)/COMPUTER_MWEB/. 2
Notice Inviting BID for creation of Marketing Website
(Bi-lingual)

Rajasthan housing board, Jaipur invites offer from reputed Firms/organizations **to Re-design and develop a new dynamic website (Marketing) (Bilingual) for the institute with latest modules and tools with FMS**, as per details given in Document available on department website: <https://urban.rajasthan.gov.in/rhb> & <https://sppp.rajasthan.gov.in>.

Toatl Project Cost 25.00 Lac.

Interested Firms/Compony may submit E-Tender as per following schedule :

1.	Bid Doc Available for download at www.eproc.rajasthan.gov.in	From 30/7/2019 at 1800 Hrs
2.	Online submitting of bid along with all required documents by the bidder on www.eproc.rajasthan.gov.in	16/9/2019 at 1800 Hrs
3.	Deposit of Earnest Money (Rs. 50000.00), Tender Fee (Rs. 2360.00 including GST) and RISL Processing Fee (Rs. 1180 including GST) along with original/certified documents. Tender fee & EMD demand Draft in Favour of Rajasthan Housing Board, Jaipur and e-tender fee in favour of MD,RISL Jaipur	18/9/2019 till 6.00 PM In the office of Joint Director(SA), Room No R-318 Computer Cell, RHB, Jyoti Nagar, Jan Path Jaipur
4.	Opening of Technical Bid	11.00 AM on 20.09.2019 in the office of Resident Engineer, e-proc Cell, Jyoti Nagar, Jan Path Jaipur
5.	Opening of Financial Bid	11.00 AM on 30.09.2019 in the office of Resident Engineer, e-proc Cell, Jyoti Nagar, Jan Path Jaipur

The RHB, reserves the right to accept or reject any of offers either in part or in full or to split the order without assigning any reasons thereof. Without EMD offer will not accepted.

-SD
Chief Engineer-(HQ)
Rajasthan Housing Board, Jaipur

RAJASTHAN HOUSING BOARD



**TENDER DOCUMENT FOR CREATION
OF
MARKETING WEBSITE
(BI-LANGUAL)**

**Office of Joint Director(SA), Room No R-318 Computer Cell, RHB,
Jyoti Nagar, Jan Path Jaipur**

TABLE OF CONTENTS

S.No	Contents	Page No
1	RHB Introduction	4
2	Scope of Work	4
3	Website Criteria	4
4	Important Guidelines ,Time Line ,Eligibility Criteria:	6
5	Selection Criteria	7
6	Technical Guidelines for the Participating firms	8
7	Final Deliverables	9
8	Amendment to the information document	10
9	Confidentiality	11
10	Jurisdiction	11
11	Payments	11
12	Transition Services	11
13	Force Majeure Clause	11
14	Cost of the Project Sheet	11
15	Other Terms and Conditions	11
16	Technical Bid Proposal Sheet	12-13
17	Declaration	14
18	Annexure A,B,C,D	15-18

1. Introduction

Rajasthan Housing Board proposes the sell houses through digital media and all its activities in Jaipur as well as in other cities, where circle/division/ subdivision offices of Board are running. For taking up the ambitious project, RHB has decided to invite offers for expression of interest from the leading & reputed IT companies/firms with proven record for developing & implementing of such type of works.

About RHB.

Rajasthan Housing Board was created on 24 February, 1970 by the Government of Rajasthan as an autonomous body to fulfill the growing demand of housing in the state. Initially Board started housing activities in 7 cities of Rajasthan. During the last 37 years Board has expended its activities in 55 Cities. Since inception the Board has constructed around 2.65 Lac dwelling units, out of which 2.26 Lac units have been handed over to the allottees. In next five years, Board is planning to increase its activities in 100 towns.

2. Scope of Work for Redesign and Development of RHB Website

The Rajasthan Housing Board invites proposal from reputed Firms/Organizations to design and develop a new dynamic marketing website for the department with latest modules and tools **along with FMS**. The department website will be bilingual that is in Hindi and English Language. The offer should consist of two parts:

- i. Submission of tentative design, technique of development, proposed technology and project management;
- ii. Submission of a brief write-up on each of the above aspects for evaluation.

3. The website should fulfill the following criteria:

Making the website Dynamic with new look &feel.

- Creation of a dynamic website with International standards - bilingual (Hindi and English) with auto reporting system.
- Compliance for GIGW and other Government guidelines: The vendor has to complete the formalities for compliance of Government guidelines, security audit through Government technical auditor etc.
- Maintenance of website (**for one + Two years total three year**): The vendor has to deploy sufficient technical, graphics, language experts to maintain and update the website. The website need to be update in order to accommodate any future changes and requirements at RHB. E.g. integration of cataloguing software with website; integration of mobile application with website content etc.
- **Design and Develop inter department MIS Report gathering system(Secure)**
- Transfer and editing of existing content to new website.
- Advanced security features securing the website from any hacking vulnerabilities, threat, penetration, Brute force attacks, etc.

- The website will be interactive in all aspects and will include the menus in interactive and user friendly manner.
- The layout of the web framework should be responsive, to support dynamic rendering. The design should support cross browser rendering across all prominent operating systems as well as platforms such as desktops, laptops, and mobile devices. Users can open the website on any Smartphone, tab, iPhone and all other capable phones & mobile devices with the gadget compatibility.
- The new website should be based on an open source Content Management System (CMS), and should have a user-friendly interface to create, update, and upload content.

The site should support dynamic display and update of contents in the relevant pages.

- Home pages of all Centres/Regional Centres/Cells of RHB and its staff members of the institute should have a uniform design and should be organized in hierarchical structure.
- The website should provide a section accessible only to permanent employees on authentication.
- The Consultant will support the authority and capability for creating Marketing Website and it's Guideline with specific focus on management of digital infrastructure, includes WEB, MOBILE, SOCIAL MEDIA, CONTENT DEVELOPMENT, DIGITAL CREATIVE DESIGN, CAMPAIGN, ANALYTICS, RESPONSE QUERY SYSTEM BOOKING, DIGITAL PR, PACKAGE MANAGEMENT and TRAINING. Implementation of the Project at all levels of the project life cycle and sets out the procedures and guidelines. It should outline clearly the implementation responsibilities and the proposed schedule for implementation.
- The administration page shall be made available through web login with proper authentication and access control which controls all the above features including backup/recovery/access control settings, user creation, publishing/ creating pages, change of menus, design/change of template etc. The content of the website would be
- synchronized for automatic backup every end of the day for last 30 days (not complete backup but only the changes may be recorded keeping the static data intact).
- In the backend the website should maintain a database facilitating the users to upload relevant data (after all due scan) by staffs. However,

4. Important guidelines

- The vendor has to share source code of product with RHB from time to time.
- All material / product and related codes would be property of RHB and vendor would have no claim over the same in future.
- All content should be stored and kept confidential and vendor should not reuse/replicate/transfer the same to anyone else.
- The vendor should provide all admin/user manuals.
- The vendor should also provide support for all future upgrades/ initiatives of RHB related to website.

5. Timelines :

Activities	Timeframe (From the award of)
Basic template design and approval	15 days
final website design and approval	1 Month
Bilingual website and its upload	2 Month
User Acceptance Testing (UTA) of the system	2.5 Month
Security Audti (STQC)	3 Month
Go-Live of the Website	4 Month
Maintenance	Ongoing Activity

6. Eligibility Criteria

A. Minimum eligibility conditions for the organization intending to participate in the development process (documentary evidence will be required):

The vendor should have either ISO 9001:2008 for Software Development/Software Maintenance or ISO 27000 or CMMI Level 3 Certification.

The agency/firm should have an annual turnover of Rs. 50 lakhs or more for each of the last five years in relevant field.

The agency/firm should have a minimum of 7 years of experience in website development.

The agency/firm should have past experience developing and designing professional and creative websites for at least 10 reputed clients two of which must be a PSU/GOI/University/Institute/Organization and remaining similar to GOI Institutes over the last 7years. 3 Years experience in creating and maintaining websites in Hindi is must.

Awareness and experience of the latest smart technologies for website development is required.

Should not have been blacklisted by any Central /State Government / Public sector Undertaking, Govt. of India.

Should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this expression of interest and in the execution of this contract

For Technical related queries, the firm may contact **Anuj Mathur, Joint Director (System Analyst)** on Tel: 0141-2740860 or 0972988036 .

7. Selection criteria :

- The Financial bids of only those bidders who achieve 70 and above marks would be opened. This will be the technical Score (TS)
- Financial score (FS) of the proposals will be determined using the

$FS = 100 \times (FL/F)$ Where,

'FS' is the financial score of an applicant,

'FL' is the lowest Financial Proposal among all and

'F' is the Financial proposal of the particular applicant.

- For the purpose of calculation of Composite Score (S) for each bidder, the weight age shall be 70% for the Technical Score (TS) and 30% for Financial Score (FS) of the respective applicants. The Composite Score shall be calculated using the following formula

$$S = TS \times 0.80 + FS \times .20$$

Tenderers will be ranked accordingly to their composite Scores and will be listed in the order of merit as H 1, H 2 and H 3 and so on. The top scorer H 1 would be eligible award of work

The proposals submitted by firms would be examined by the committee formed by RHB. The proposal should be submitted along a brief synopsis; a brief report on 3 top websites (one of which shall be GOI/PSU which the applicant might have created and/or maintained must be enclosed (including the screenshot of the websites) and any other relevant information including certifications which demonstrates the capability of the firm/ organization regarding the website development in sync with the requirement of the RHB website.

If shortlisted by the committee after the evaluation, the firm/organization will have to make a detailed presentation before the committee regarding their proposal, technology and concept. The firm/organization will be then selected/ invited at the discretion of the institute based on the presentation for next bidding phase. Decision of the RHB in this regard would be firm and final.

8. Technical Bid Performa

Criteria	Description to be filled by the bidder (Evaluation criterion will be as mentioned)	Maximum Points
Turnover		
Annual Turnover	Average annual turnover of Lead Bidder for the period 2016-17, 2017-18, 2018-19 Within 1 Crore = 10 Marks > 1 = 1.5 Crore = 15 Marks > 1.5 = 2 Crore = 20 Marks	20
Development & Hosting Experience		
No of Website designed and developed in last 3 years other then Govt	=1 Website = 3 Marks > 1Website = 5 Marks > 2Website = 10 Marks	10
No of Portal*designed and developed in last 3 years other then Govt	1 Website = 3 Marks > 1Website = 5 Marks > 2 Website = 10 Marks	10
No of Government Website designed and developed	1 Website = 5 Marks > 1Website = 10 Marks > 2 Website = 20 Marks	20
ISO Certificate	ISO 9001:2008 = 10 Marks ISO 20000-1= 15 Marks ISO 27001=20 Marks	20
CMMI Level	CMMI Level 3 = 10 Marks CMMI Level 5 = 20 Marks	20

9.Guidelines for the Participating firms:

- The firm must be registered bodies with Govt. of India/State.
- The domain name (<http://urban.rajasthan.gov.in/rhb>) is **not available** with the department which is hosted on Doit&C, Rajasthan data centre. The database account for this domain is **not available** with the department. It is the responsibility of the firm to check the domain and database account first for support issue of any new web technology opted by the firm for the development of new website. If Doit&C unable to provide the support for creating new thing as per RHB requirement Firm is free to register a new domain name and host on any secured server.
- It will be the responsibility of the firm for liasoning with Doit&C w.r.t. technical issue with the existing domain name & database account. Necessary help and support will be provided by the Institute for the same.

- The firm will be responsible to provide maintenance and support w.r.t. the website for Two year after obtaining the completion certificate from the RHB.
- Information/Web link or any other hidden link of any type for any purpose including that of firm will not be given/ provided in any page of the website.
- The firm will hand over all the codes and materials used in the website to the RHB after the completion of work.
- The institute reserves all rights of the WebPages and the institute will have sole ownership of the developed content. The firm shall not make or allow to make an unauthorized copy, use, access or other utilization of Institute's materials commercially or otherwise, directly or indirectly except as agreed to by the RHB. The firm shall also ensure complete confidentiality of the information and data provided to carry out the job
- The firm shall not appoint any sub contractor or sub lease the contract in any circumstances. If violated the conditions, the firm will be terminated from the assignment.
- For any issues arising during the development process of website, the decision of the competent authority of the RHB will be final and binding to the firm.
- Conditional offer submitted by fax/email or after the due date and time will not be accepted.
- The procuring entity RHB reserves the right to accept or reject any or all OFFERSs without assigning any reason thereof.
- The bidder should be an registered Company. Interested Company/Firm are required to deposit a DD of Rs. 50.00 Thousand as earnest money in favor of "Rajasthan Housing Board"

10 Final Deliverables:

- a. Development and implementation of the online web strategy revamping the existing RHB website with major upgrades in the design, security features and content of the current website.
- b. New website with SSL/TLS certificate (like from Let's Encrypt) hosted and maintained on the server with e-governance capability.
- c. Editing and proof reading of the website content.
- d. Development of new content for the website (an indicative list given below).
- e. Frequent updates on the website.
- f. Prompt and Proper Maintenance, training of use/maintenance of new website to the Institute's officials.

11. Amendment to the information document

RHB may, for any reason, whether at their own initiative or in response to a clarification requested by an interested applicant, modify this document through amendment. In such case, the following rules will apply:

- a) Any amendment shall be issued in writing through addendum.
- b) Addendum shall be hosted on RHB website. Any Applicant who wishes to receive the addendum via email can send an email to the email address indicated in the Notice section requesting for the same.
- c) Any such modification will overrule the original version and previously modified version.
- d) RHB, at its discretion, may extend the deadline for submission of offer, after considering the materiality of the amendment.

12. Confidentiality The Firm/organization and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of RHB or its clients without the prior written consent of RHB.

13. Jurisdiction

The parties through respective signatories shall settle any dispute or disagreement with respect to performance, non-performance or defective performance of respective obligation amicably. In the event of disputes remaining unresolved, the parties shall refer the matter to a single arbitrator under arbitration law that may be applicable, whose appointment shall be done by the Housing Commissioner, RHB. The place of arbitration shall be Jaipur and the language used shall be English/Hindi.

14. PAYMENT

The firm shall be paid on quarterly basis for completion of the task within the given time frame agreed. Payment of the consultancy fee to settle Quarterly basis or mutually agreed between firm and Department.

15. TRANSITION SERVICES Transition Services to be offered by the firm on termination of the Contract The consultant would provide necessary support for transition of materials; art works etc. from the existing firm employed by The Department. At the end of the tenure of the Consultant, the Consultant shall similarly provide all necessary assistance to The Department for enabling transition to authorized official of Department .

16. Force Majeure Clause

If at any time, during the continuance of this contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earthquakes, explosions, strikes, epidemics, quarantine restrictions, lockouts, any statute, statutory rules/ regulations, order of requisitions issued by any Government Department or Competent Authority of acts of God (here-in- after referred to as event) then provided notice of the happening of any such event is given by either party to the other within twenty one days

from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this Contract nor shall either party have any claim for damage against the other in respect of such non- performance or delay in performance, and the obligations under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event beyond a period as mutually agreed to by the RHB and the Firm/ organization after any event or 60 days in the absence of such an agreement whichever is more, either party may at its option terminate the Contract provided also that if the contract is so terminated under this clause the RHB may at the time of such termination take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

17. Cost Sheet : Bidder should quote as per following format including all taxes and overheads on e-tender online.

S.NO.	COMPONENTS	COST In Rs. With GST and other charges
1.	Cost of designing and launching of website, writing of content, structure of Bi-lingual website, addition of HTML Pages Conversion to accessible format (PDF, DOC and HTML) with Desktop system (PC with Printer) and its software for website purpose (off-line site to be maintained in the PC) with one FMS Go live :Uploading & successful working for 12 months.	To be quoted
2.	Maintenance cost-First year with FMS	Under warranty hence free
3.	Maintenance cost-Second year with FMS	To be quoted
4.	Maintenance cost-after Second year (upto 5 more years) with FMS	To be quoted
5.	Change Request Charge Per Man Month after Go_live	To be quoted
.	TOTAL	

18. Other Terms and Conditions

RHB reserves the right to accept or reject any proposal or reject all proposals at any time, without thereby incurring any liability to the affected Agency or Agencies, or any obligation to inform the affected Agency or Agencies on the grounds for its action. RHB also reserve the right to cancel the order at any time without assign any reason at any time during the contract period after giving one month notice.

(Technical Proposal)

Dated:

To

**Chief Engineer-(HQ)
Rajasthan Housing Board
Janpath, Jyoti Nagar, Jaipur, 302005
(Rajasthan) India**

Sub: For Hiring of Digital Marketing and Promotion Firm for the creating Marketing Website

Respected Sir

1. With reference to your advertisement, and having examined the RFP Document and understood their contents, I hereby submit this proposal for Creating Marketing Website for department. My proposal is unconditional and unqualified.
2. I acknowledge that the Authority will be relying on the information provided in the RFP document for selection and I certify that all information provided there in is true and correct: nothing has been omitted which renders such information misleading; and all documents accompanying this proposal are true copies of their respective originals.
3. I shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the proposal.
4. I acknowledge the right of the Authority to reject the proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I certify that I fulfill the qualification and experience as sought by the Authority.
6. I also certify that the proposal is valid for a period of 45 days from the date of opening of the Financial Proposal.
7. I further certify that no investigation by a regulatory authority is pending against me.

Yours faithfully,

Date: (Signature and name of the Applicant)

Address Mobile No:

E-mail ID:

(Technical Proposal)

Name of Firm				
Year of Registration (enclose Copy)				
PAN Number/GST No				
Address for Communication				
Annual Turnover in Rs.				
No of Website Design and Develop in last 3 years				
No of Portal design and developed in last 3 years				
No of Government Website designed and developed				
ISO Certification no enclosed copy				
CMMI Level 3/5 enclosed copy				
Qualification / Certification (Attach valid proof)				
Total Experience (Attach valid proof)				
Experience with Government organizations (Attach valid proof.)				
Please attach a sample work/ hard copy of presentation				
Statement of some of the major Clients/Projects				
Sno	Client/Organization	Project Name	Key Task performed	Duration
1				
2				
3				
4				
5				
6				
7				
8				

घोषणा

उपरोक्त समस्त शर्ते मैंने/हमने ध्यानपूर्वक पढ़ ली है और मुझे/हमें स्वीकार है। अध्यक्ष, राजस्थान आवासन मण्डल, राजस्थान जयपुर का निर्णय हमारे लिए सर्वोपरि होगा। यह भी प्रमाणित किया जाता है कि मुझे/हमें किसी संस्था द्वारा ब्लेक लिस्ट नहीं किया गया है। निविदा एवं इसकी शर्तो की फोटो प्रति हमने अपने पास रख ली है, साथ ही राजस्थान लोक उपापन में पारदर्शिता नियम, 2013 के तहत की जाने वाली घोषणा परिशिष्ट ए, बी, सी व डी) पृथक से हस्ताक्षर की जाकर संलग्न की गई है।

स्थान

दिनांक

निविदाकार के हस्ताक्षर
मय सील

संलग्न :- परिशिष्ट ए, बी, सी. व डी.।

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; (I) 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 iv' Procuring Entity as engineer-in-charge/ consultant for the contract.

Signature of Bidder

Annexure B : Declaration by the Bidder regarding Qualification
Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting 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 Biding 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/or business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I / we do not have, and our directory and officers not have, been convicted of any criminal offence related to my/our Professional conduct or the making or false statements or misrepresentations as to my / our qualifications to entire into a procurement contact 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 Biding Document, which materially affects fair competition;

Date :

Place

Signature of bidder

Name :

Designation:

Address :

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is _____
The designation and address of the Second Appellate Authority is _____

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

Signature of Bidder

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.