

**UDAIPUR SMART CITY LIMITED**

Abhay Command and Control Centre Building
Nagar Nigam, Town Hall, Udaipur (Rajasthan) 313001
Tel: 0294-24253 E-mail: uscl2016@gmail.com

No.: USCL/2025-26/ 682

Date: 23.02.26

NOTICE INVITING BID (Limited Tender)

Udaipur Smart City Ltd. intends to Hire a Chartered Accountant firm for 1 Year for preparing and maintaining the accounts and tax related work and invites bids from experienced CA Firm through Limited Bidding Method as follow:-

Name of Work	To Hire a Chartered Accountant firm for Udaipur Smart City Ltd.	
Estimated cost	1,80,000/- for 1 year (Inclusive of all Taxes)	
Earnest Money	3,600/-	
Cost of Bid document	500/- (Non-refundable)	
Publish Date	23-02-2026	06:00 PM
Document download & Bid submission start date	23-02-2026	06:00 PM
Document download & Bid submission End date	02-03-2026	02:00 PM
Last date of submission of Demand draft (D.D.)	02-03-2026	12:00 PM
Date & Time for opening of Technical Bid	02-03-2026	03:00 PM
Date & Time for opening of Financial Bid	After evaluating Technical Bid	
Websites for downloading tender document and subsequent clarification/ modification, if any	https://sppp.rajasthan.gov.in and may be collected from office on office hours.	
Bid Validity	90 Days	
Redressed of Grievances during Procurement Process		
(a) First Appellate Authority	Vice Chairman, USCL (District Collector Udaipur)	
(b) Second Appellate Authority	Chairman, USCL (Secretary LSG Jaipur)	


Chief Executive Officer
Udaipur Smart City Limited



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INSTRUCTIONS TO BIDDERS

1. Bidders shall submit their Bids offline with Two envelop named as Technical Bid and Financial bid at The Premises of Udaipur Smart City Ltd. Conditional Bids and casual letters sent by the bidders will not be accepted.
2. The Bid Document cost Rs. 500/- (Non – refundable) should be in the form of D.D. in the name of “ CEO, Udaipur Smart City Ltd.” payable at Udaipur.
3. Demand Draft (D.D.)/Banker’s Cheque for Bid Security and Bid document fee should be submitted manually in the office of Udaipur Smart City Ltd. before scheduled date & time as mentioned in NIB.
4. Before submitting the Bid, it should be ensured that all the Bid papers including conditions of contract are signed & page marking by the bidder or signed copy of required format to be submitted.
5. Bidders shall have to submit two separate envelopes named as Technical & Financial bid and in Technical envelop documents are as per the following order:-
 - i. In the Fee Cover Original DD for Bid Document fee and Bid Security in favour of “CEO, Udaipur Smart City Ltd.”, payable at Udaipur.
 - I. In the Technical Document Cover
 - i. Copy of ICAI registration certificate
 - ii. Copy of GST registration certificate
 - iii. Copy of CAG registration certificate
 - iv. All attachments and documents specified in BID document and Annexure (“A to D”) duly signed and sealed
6. Bid document duly signed and sealed on every page as a proof of acceptance by the firm or signed copy of required format to be submitted.
7. Bidders financial rate is to be quoted in Financial Bid Envelope separately **on per annum basis** in rupees inclusive all taxes and duty.
8. The CEO Udaipur Smart City Ltd. reserves right to cancel any one or all Bids without assigning any reason to the Bidders or anyone else.



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9. The Bidder, who has been selected as a successful bidder shall execute necessary agreement for the services on depositing the required amount of performance security and on execution of the agreement, such bidder is eligible for award of contract.
10. Performance security will be 5% of the total amount of contract value. It will be Adjustable from Bid Security.
11. **The RTPP Act, 2012 & RTPP Rules, 2013 and GF&AR and other concerned rules shall apply as it is.**
12. **Penalty clause:**
Failure to work as per the contract agreement
The Agency shall provide the services as per Scope of Work and directions from office on time. If Delay in performance, non-performance or unsatisfactory performance of any service enlisted in terms and conditions of this tender to it will be termed as default on the part of the agency.
 - I. **Liquidated Damages:**
In case of any default of Agency, viz. not providing services as per the agreed time lines. CEO Udaipur Smart City Ltd. shall have the right to impose penalties as Liquidated Damages @ Rs.200 per day/subject to a maximum of 10% of contract amount.
 - II. **Penalty for significant deficiencies in services:**
In case of significant deficiencies in services causing adverse effect on the work or on the reputation of the CEO Udaipur Smart City Ltd., whole or part of the performance security deposit will be confiscated, in addition to Liquidated Damages as defined in (I) above. Other penal action including debaring for a specified period/black listing may also be taken. CEO Udaipur Smart City Ltd. also reserves the right to raise justifiable claims in the event of breach of contract or deficiency in service by the CEO Udaipur Smart City Ltd..
13. **Minimum eligibility criteria is as under:-**
 - a. The firm must be empanelled with Comptroller and Auditor General of India for major audits.
 - b. Firm should have at least Ten (10) years of experience in Public Financial Management and Accounting.
 - c. The firm should have minimum one work experience of working in similar externally aided/Public Sector Undertakings/Government of India Funded project/projects during last five years.



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- d. The average financial turnover of the firm should be Rs. **Fifty (50.00)** Lacs during the last Three (3) years.
- e. The Net Worth of the Firm should be Positive in last three FYs.
14. **Technical Evaluation:** Technical evaluation will be carry out as per bid document. Those firm will be qualified as per above point no. 13.
15. **Financial Evaluation:**
(i) The Financial Bid will be opened only of qualified bidders in technical bidders.
(ii) (ii) Lowest rate/amount bidder (L1) will be selected as successful bidders.
16. **Duration of Assignment:** The services of the Consultant would be initially required for a period of One year from the date of Work Order and may be extended after assessing the pace of implementation and performance of the consultant for further half year on same terms.
17. **Dispute Resolution:**
(i). Any disputes arising out of this Bid shall be referred to the procuring committee to be constituted for the purpose.
(ii). Any dispute arising out of this contract shall be subject to the courts having jurisdiction at Udaipur only.
18. **REDRESSAL OF GRIEVANCES DURING PROCUREMENT PROCESS**
Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the BDS, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules and as given in Appendix A to these ITB.

DECLARATION

I/We certify that I/We have read all the above instructions and that I/We agree to abide by the terms & Conditions.

Signature of Bidder
(With date and stamp)



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TERMS OF REFERENCE (TOR)

Section A: Scope of Work

USCL intends to outsource the services from Chartered Accountant Firms (called Financial Management Consultant or FMC) for the following tasks.

Tasks / Brief details of work:

Monthly:

1. Proper recording of monthly transactions in books of accounts in Tally ERP 9
2. Review of TDS to be deducted and deposited to the credit of the Government.
3. Review of GST-TDS to be deducted and deposited to the credit of the Government.
4. Filling of GST-TDS returns at the GST portal.
5. Preparation of Project Expenditure and A&OE Expenditure sheet
6. Monthly depositing of other Stat. dues incl. Royalty, Labour Cess, DMFT and RSMET.
7. Calculation and adjustments of Utilization Certificates on monthly basis
8. Release of Performance Securities incl. release of Security Deposits, Bank guarantees and earnest money etc for earlier projects and checking whether they can be released as per the Defect Liability period of that project.
9. Monthly communication to the C&AG departments in regard to any information required from them.
10. Management of funds of SNA portal of USCL and allocating the limit for payments as per the available data.
11. Monthly follow ups with Finance Department, Govt. of Rajasthan for transfer of first tranche of Grant of CITIIS 2.0 and visiting Jaipur for the same.
12. Other Miscellaneous works on monthly basis.

Quarterly

1. Filling of TDS returns for contractual vendors
2. Generation of Form 16A after filling of TDS returns
3. Preparation of data and providing the same to Internal Auditor for verification.
4. Calculation of GST Input available against the payments done by USCL
5. Preparing of working sheet for GST Input reversal and filling of DRC 01 for that respective quarter.
6. Quarterly filling of GSTR-1 and GSTR 3B of USCL

Annually:

1. Assisting Stat. Auditor in conducting Stat. Audit for the respective financial year.



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2. Preparation of Draft Balance sheet and financial statements for the respective financial years.
3. Preparation of replies to the Audit parts of Compliance / Performance Audit of various financial years.
4. Preparation of replies to the Audit parts of Supplementary Audit of respective financial years
5. Handling Income tax demands of USCL including the Interest demand or any other communications if any.
6. Preparation & Finalization of Trial balance.

Section B: Role of CA Firm

As it is clear from the scope of work that CA firm will be an integral part of project implementation and work as support partners with the project. The role is to carry out the accounting and financial activities smoothly, implementation of proper system and recommendation among all the levels of project financial system including community.

Section C: Period of assignment

The services of the CA firm would be initially required for a period of one year from the date of work order and may be extended after assessing the pace of implementation and performance of the consultant for further Half year on same terms.

Section D: Services and facilities provided by the CEO, Udaipur Smart City Ltd.

- 1) All data will be provided as per the needs and requirement.
- 2) Proper seating and filing arrangement.
- 3) One desktop computer will be provided.
- 4) Travel and logistic arrangement and other expenses as approved by CEO, USCL.

Section G: Reporting Requirement

Requirement will be as per scope of works. CA firm would be required to submit a report on quarterly basis in simple four-five pages covering the deliverables as indicated in the TOR and contract with highlighting the key findings and key actions recommended to **CEO & Financial Advisor** posted at Smart City Ltd.

Section H: Term of Payments

Payment to the agency will be made on Quarterly Basis.



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Section I: Monitoring and Review

The **CEO & Financial Advisor** will monitor and review the work of the Firm on quarterly basis. The Firm shall work under supervision of FA and in close coordination with CEO, Smart City Ltd.

ANNEXURE – I

Name of the Firm -

Address of the Firm -

To,
Chief Executive Officer
Udaipur Smart City Limited
Ground Floor, Abhay Command Centre, Town Hall,
Udaipur – 313001

Subject:- Submission of Bid

Ref:- NIB No..... Dated

Dear Sir,

1. We, the undersigned Applicant, have read and examined in detail your solicitation of tender for the purpose of hiring of CA firm.
2. Our Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of the period;
3. If our Bid is accepted, we commit to submit a Performance Security @ 5% of the total Contract Value for Two year, however if GOR further amend it shall be acceptable accordingly.
4. We are not participating, as Bidder in more than one Bid for the subject matter in this bid;
5. Our firm, its affiliates or subsidiaries, for any part of the Contract have not been debarred by the State Government/Central Government or the Procuring Entity or a regulatory authority under any applicable laws;
6. We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan

CIN: U75144RJ2016SGC049591



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Transparency in Public Procurement Rules, 2013 and this Bidding document during the procurement process and execution of the order/contract till completion of all our obligations under the contract;

7. We are submitting the bid along with the supporting documents as mentioned in Annexure- VIII.

Signature of Bidder with Seal

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ANNEXURE – II**Bidder information form****1. General Particulars of Agency**

Name of the firm	
Registered Address	
Phone No:	
Email id:	
Name of the Contact Person for this Bid	
Phone no. of the Contact Person for this Bid	
Email id of the Contact person for this Bid	
Office/ Branch offices if any in Udaipur	

2. Particulars of Agency

Date of Firm's establishment	
Registration No. with ICAI	
Registration No. with CAG	
Is the Firm empanelled on the CAG major list of auditors	Yes/No
Registration/Empanelment with other accounting & auditing bodies	
Firm Turnover	



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Experience Certificate	
Net Worth	
PAN No.	
GST No.	

Signature of Bidder with Seal

(Name:-

(Designation:-

*In case of authorized representative signing this document enclose copy of the Authority letter.



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FINANCIAL CAPACITY OF THE AGENCY/FIRM

S. No.	Financial Year	Total Annual Turnover (INR)	Turnover from the similar assignments, applied for
1.	2022-23		
2.	2023-24		
3.	2024-25		

Supporting documents:-

7. Self attested copy certified by a Chartered Accountant firm with compliance to the Balance Sheet and Audit report.
8. Self attested copy of audited balance sheet, P&L/R&P.

Signature of Bidder with Seal

CIN: U75144RJ2016SGC049591



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Declaration

Date:.....

To whom so ever it may be concern

I/We hereby solemnly take oath that I/We am/are authorized signatory in the firms/ Agency/ Institute/ Company and hereby declare that "Our firms/ Agency/ Institute/ Company do not face any sanction or any pending disciplinary action from any authority against our firms/ Agency/ Institute/ Company or partners." Further, it is also certified that our firm has not been blacklisted by any government or CAG or any other donor/partner organization in past and our firm does not face any sanction or any pending disciplinary action from PCAOB or ICAI against our firms or partners

In case of any further changes which affect of this declaration at a later date, we would inform the project accordingly.

Authorized Signatory

(With seal)



Format of Agreement

This AGREEMENT (hereinafter called the "Contract") is made the _____ [day] day of the month of _____ [month], _____ [year], between, on the one hand, CEO, Udaipur Smart City Ltd. (hereinafter called the "Client") and, on the other hand, _____ (hereinafter called the "CA firm").

WHEREAS

- a) The Client has requires the CA firm to provide Financial Management Services as defined in this Contract (hereinafter called the "Services");
- b) The CA firm, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- c) The Client has received a credit from the Government of India/International Development Association (hereinafter called the "Association") towards the cost of the Services and intends to apply a portion of the proceeds of this credit to eligible payments under this Contract, it being understood (i) that payments by the Association will be made only at the request of the Client and upon approval by the Association, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the credit, and (iii) that no party other than the Client shall derive any rights from the agreement providing for the credit or have any claim to the credit proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

- I. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (i) The NIB document no F.8(47)RD/RGAVP/2018/P-II/_____. Dated 09/09/2019 in its entirety along with all its Annexure, Appendices, etc
 - (ii) Addendum and/or Corrigendum to the NIB document.
 - (iii) The letter of Award issued by the Client in favour of the Consultant.
 - (iv) General Conditions of the Contract (GCC)
 - (v) The bid submitted by the Consultant pursuant to this NIB.
 - (vi) The General Conditions of Contract;

2. Duration of Contract:

The services of the CA firm would be initially required for a period of One year from the date of Work and may be extended after assessing the pace of implementation and performance of the CA firm for further half years on same terms

3. The mutual rights and obligations of the Client and the CA firm shall be as set forth in the above documents, and in particular:

- a) The CA firm shall provide the services as per the Scope of Work as specified in the NIB document and shall fulfil its obligations towards the Client specified therein conformity with the time schedule stated therein. Further, the CA firm shall perform the services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment and methods. The CA firm shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful Contractor to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Third Parties: and
- b) The Client will make payments to the CA firm in accordance with the letter of Award.

4. Penalty clause:

Failure to work as per the contract

The CA firm shall provide the services as per the Terms of Reference (ToR). Delay in performance, non-performance or unsatisfactory performance of any service enlisted in terms and conditions of this tender to it will be termed as default on the part of the agency.

a) Liquidated Damages:

- i. In case of any default of Agency, viz. not providing services as per the agreed time lines. Client shall have the right to impose penalties as Liquidated Damages @ Rs.200 per day/subject to a maximum of 10% of contract amount.

b) Penalty for significant deficiencies in services:

- i. In case of significant deficiencies in services causing adverse effect on the work or on the reputation of the Client, whole or part of the performance security deposit will be confiscated, in addition to Liquidated Damages as defined in (1) above. Other penal action including debarring for a specified period/black listing may also be taken. Client also reserves the right to raise justifiable claims in the event of breach of contract or deficiency in service by the Client.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.



For and on behalf of *CEO, Smart City Ltd.*

Financial Advisor, USCL
[Authorized Representative]

For and on behalf of [name of Consultant]

[Authorized Representative]

[Note: If the CA firm consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

Witness:

9. Name and Address

10. Name and Address

Note: This agreement should be executed on non-judicial stamped paper, stamped in accordance with the Stamps Act.



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 _____

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 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 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.

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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

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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.

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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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