

	RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LIMITED (An ISO 9001-2015 Certified Company) Corporate Identity Number (CIN):L40109RJ2000SGC016485 (Registered Office Vidhyut Bhawan, Jan Path, Jyoti Nagar, Jaipur) OFFICE OF THE ASSISTANT ENGINEER (132 KV GSS), Nasirabad E-mail: aen.132.nasirabad@rvpn.co.in
	Website: http://enegy.rajasthan.gov.in/rvpnl

No. RRVPNL/AEN/132KVGSS/NSD/ESTT. /F. / D. 69 Date: 31.05.2022

BID SPECIFICATION NO.RVPN/AEN /132 KV GSS /NSD / BN:- 1122002201 Limited Bids are hereby invited from the competent & experienced Contractors for General Cleaning works of residential colony & Associated area at 132 KV GSS Nasirabad for the year 2022-23. Bids are required to be submitted in sealed/pasted envelopes with all relevant documents/papers needed for this bid.

General details of work:

A	BID No.	1122002201
B	Name of work	General Cleaning works of residential colony & Associated area at 132 KV GSS Nasirabad for the year 2022-23
C	Cost of Bid Specification	NIL
D	Earnest Money	NIL
E	Estimated Cost	Rs. 27729/- (including GST)
F	Validity	60 days from the date of opening of Bid.

Important dates & time:

S. No.	Events	Date & Time	Location
(i)	Date and Time to purchase Bid Documents	From 01.06.2022 (10:00 AM) to 15.06.2022 (01:00 PM)	Office of the Assistant Engineer, 132 KV GSS, RVPN, Nasirabad, Derathu By Pass Road, Nasirabad
(ii)	Last date of purchase of bids	15.06.2022 up to 01:00 PM	As above
(iii)	Last date & time for submission of Bids	15.06.2022 up to 2:00 PM	As above
(iv)	Opening of receipted Bids	15.06.2022 at 03:00 PM	As above

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**Assistant Engineer (132 KV GSS)
RRVPNL, Nasirabad**

SECTION – I
(Instructions for the bidders)

1.01 INTRODUCTION:

The Bidder in his own interest are requested to read very carefully these instructions, the terms and conditions as incorporated in section-II& III before filling up of the Bid forms. If the you have any doubt about meaning of these specifications or any portion thereof they shall, before submitting the bid may write/enquire about the same to/from the Assistant Engineer (132 KV GSS Nasirabad), RVPN, Ajmer to clear such doubt before the specified date of opening of bids, otherwise it shall be conclusive proof of the fact that the bidder has acquainted himself and he agrees with these specification, unless otherwise specifically indicated/commented by him in his bid.

1.02. FILLING OF BIDS:

- a. Bid shall be submitted in the form 'G' Schedule attached herewith. Fill up all the blanks in the Bid form and the 'G-Schedule. The completed forms/ schedules shall be considered as part of the contract documents in the case of successful bid.
- b. No alteration should be made in the bid form/specifications and schedules. The bidder must comply entirely with the specification and "G" schedules. Alternative proposals, if any, shall clearly be stated in the covering letter and shall accompany with copy of the bid.
- c. The bid and all accompanying documents shall be in Hindi/English language and shall be signed by a responsible and authorized person. The name, designation and authority of the signatory shall be stated in the bid.
- d. Bids should be filled in with ink (Ball Pen) or typed. The bid filled in by pencil or otherwise shall not be considered.
- e. All additions, alterations and over writings in the bid must be clearly initialed by the signatory to the bid.
- f. The Bidder must quote the prices strictly in the manner as indicated herein failing which bid is liable for rejection. The rate/prices shall be entered in words as well as in figures. These must not contain any additions, alterations, overwriting, cutting or correction and any other marking, which leave any room for doubt.
- g. The RVPN shall not be responsible to accept any cost involved in the preparation or submission of bid.
- h. Any printed /written conditions on the bid shall not be accepted by the RVPN. The Bidder shall incorporate his condition, if any, in the covering letter.
- i. The Bidder should sign the bid form in the end of each page of the bid.
- j. The bid offer shall be enclosed in the double sealed or gum pasted cover in the following manner:**
 - (i) The following documents/schedules are essentially to be submitted in the bid**
 - (a) G Schedule duly signed by the Bidder or authorized representative. No alteration revision to be made in the G-Schedule, rates and amount.**
 - (b) Annexure A to D
 - (c) Any other document/ information the bidder used to submit with the bid.
 - (ii) All the above documents from (a) to (c) are to be placed in one proper size envelope duly double sealed/ gum pasted which should be superscripted as below:**
"BID OFFER AGAINST RVPNL/AEN/132 KV GSS/ NSD / BN- 1122002201 for General Cleaning works of residential colony & Associated area at 132 KV GSS Nasirabad for the year 2022-23)
- k. Telegraphic/Fax/Internet/E-mail offers will not be considered / entertained.
- l. All bids and accompanying documents shall be addressed to the Assistant Engineer (132 KV GSS) RVPN, Nasirabad.

1.03 EARNEST MONEY: Not applicable

1.04 RECEIPT AND OPENING OF BIDDERS

- a) Sealed/gum pasted covers, in which bids are enclosed, shall be delivered in the office of the Assistant Engineer (132 KV GSS), RVPN, Nasirabad not later than on the date& time specified in the notice inviting bid. Bid shall not be accepted after the time and date so fixed and will be returned unopened to the bidder. The bids will be opened in the office of Assistant Engineer (132 KV GSS), RVPN, Nasirabad at on the prescribed date & time in the presence of such bidders or their authorized representative who may be present.
- b) If the date fixed for opening of the bids is declared public holiday the bids shall be received and opened on the date on which office reopen after such holiday on the timing as indicated above.



1.05 VALIDITY OF OFFER:

Bids shall be valid for minimum period of 60 days from the date of opening the bids. The bids mentioned as shorter validity period than specified are likely to be ignored.

1.06 SIGNATURE OF THE BIDDERS

The bid must contain the name, designation and place of business of the person (s) making the bid and must be signed by the bidder with his usual signature. Bid by a partnership firm must be furnished with full names of all partners and be signed with the authorized representative indicating the signature and designation of the person signed with the legal entity of the corporation/company by the Chairman/ Secretary or other persons authorized to bind the company/corporation in the matter.

1.07 RATES:

The rates for the material/work should be quoted as per the form 'G' schedule attached. The prices quoted should be firm in all respect and independent of any variation on account of any reason till the completion of the works as per order. The prices shall remain valid till completion of the work. No representation for enhancement of rates once accepted will be considered.

1.08 QUANTITY:

- a) The quantity of material /work as indicated in the accompanied 'G' schedule is only provisional and the purchaser (RVPN) reserves the right of revising the same at the time of placing the order to any extent.
- b) The purchaser also reserve the right to increase the ordered quantity to any extent within one year from the date of order or during the currency of contract whichever is later at the same terms and conditions stipulated in the order except in regard to delivery period/completion period which shall be as mutually agreed upon.
- c) The purchaser also reserves the right to split the quantities and entrust the order for the specified work/supply of material to two or more bidders .The bidders shall agree to accept the order placed on him at the rates/ prices mentioned in his bid and accepted by the purchaser. All incomplete work / supply shall be got executed / completed at the risk and cost of the contractor/ supplier.

1.09 DELIVERY / COMPLETION PERIOD:

The time will be the essence of the contract and if the work is not completed on or before the stipulated period or within any period of extension, if granted, contractor will be liable to penalty 1/4% (quarter percent) per week or part thereof for first four weeks and 1/2% (half percent) per week or part thereof for remaining period of delay (on whole works) subject to maximum of 10% (Ten percent). GST will be borne by the contractor on the penalty part.

1.10 GENERAL:

- a) Purchase of copy of the specification by the bidder is essential for consideration of his bid. Only one bid shall be accepted against each copy of the specification purchased. The copy of the specification is not transferable. The value of bid form once sold cannot be refunded under any circumstances.
- b) The purchaser does not bind himself to accept the lowest or any bid or any part of bid and shall not assign any reasons for the rejection of any bid or a part thereof.
- c) The Bidder shall treat the details of the specification of the bid document as private and confidential and these shall not be reproduced anywhere without the written authority of the purchaser.
- d) The fact of submission of a bid to the purchaser shall be deemed to constitute an agreement between the bidder and the purchaser, where such bid shall remain open for acceptance by the purchaser and bidder shall not have option to withdraw his offer impair or derogate the same. If the bidder be notified during the validity of bid, that his bid is accepted by the purchaser, he shall be bound by the terms of agreement until and unless formal contract of the same bid has been executed between him and the purchaser in replacement of such agreement.

1.11 Any action on the part of the bidder to revise the price/prices at his own interest after the opening of the bids may result in rejection of the bid and also debarring him from submission of bid to the Nigam at least for one year.

1.12 RATES & TAXES

- (a) G-Schedule are inclusive of all types of labor charges.
- (b) GST shall be paid extra as per applicable rate.
- (c) The Bidder must have valid GST registration & a copy of it is to be enclosed with the bid.



**Assistant Engineer (132 kV GSS)
RRVNL, Nasirabad**

S E C T I O N – II

GENERAL TERMS & CONDITIONS OF CONTRACT:

2.00: Notwithstanding anything contained to the contrary in the specification or bid or any subsequent exchange of correspondence, these general conditions of contract shall prevail and shall be binding upon the contractor and any change or variation, expressed or impressed, whatsoever, made in the said general conditions shall not be valid for operation unless expressly sanctioned by the Nigam. The contractor shall be deemed to have fully informed himself and to have specific knowledge of the provisions of the General conditions of the contract.

2.01: DEFINITIONS:

In constructing these conditions of contract and specification of the following words shall have the meaning herein assigned unless here is something in the subject matter of context inconsistent with such construction.

- (i) PURCHASER: Shall mean Assistant Engineer (132 KV GSS), RVPN, Nasirabad and shall include his representatives, successors / assignees and any officer(s) of the Nigam performing the duties/ functions of the purchaser.
- (ii) SUPPLIER/ CONTRACTOR shall mean and include any trading concern, firm, company, association under taking manufacturer and/or any other organization furnishing the bids under the specification. In case any order is placed under the specification, the word “SUPPLIER”/ ‘CONTRACTOR’ shall mean and include the successful bidder(s) and shall include his/their representatives, successor and assignees on whom the order is placed.
- (iii) CONSIGNEE: Shall be The Assistant Engineer (132 KV GSS), RVPN, Nasirabad.
- (iv) ‘PLANT’ WORK OR ‘WORKS’ shall mean and include the plant and material to be provided and work to be done by the contractor under the contract.
- (v) ‘THE CONTRACT’ shall mean and include the general conditions, specification, quantity and price schedules, drawing, form of bid, covering letter, and the agreement to be executed.
- (vi) The specification shall mean the specification annexed to these general conditions and the schedule there to (if any), and also any other specifications mentioned in the contract or otherwise incorporated from time to time.
- (vii) The month shall mean a period of 30 days (Thirty Days) and week means a period of SEVEN DAYS.
- (viii) The contract price shall mean the sum named in or calculated in accordance with the provisions of the contract/purchase order and any amendments thereto.
- (ix) ‘Successful Bidder’ shall mean the L-I Bidder/bidder, and whose bid has been accepted.
- (x) The ‘Site’ shall mean and include the lands and buildings over/under, upon and in which the material are to be installed and used in accordance with the contract and / or work will be executed.
- (xi) The ‘Place of delivery’ shall mean the place of delivery at which the contractor is responsible to deliver/handover the material.

2.02: SELECTION CRITERIA: Bidder who quoted lowest bid price shall be selected as successful L1 bidder and so on. In case two or more bidders found L1 then preference shall be given to that bidder who has comparatively more experience as per documents submitted along with bid.

2.03: SUBLETTING AND ASSIGNMENT:

The supplier shall not sub let the work without prior consent in writing of the purchaser transfer or assign the contract, or any part thereof, interest therein or benefit or advantage whatsoever, provided never the less that any such permission granted to the supplier shall not relieve him from any obligation, duty or responsibility under the contract.

2.04: PRICE:

The bidder must quote prices in figures in G Schedule. The total amount of said work involved in 'G'schedule is inclusive of 18% GST.

2.05: TERMS OF PAYMENT:

The payment shall be made as under only after execution of the contract Agreement and the payment shall be arranged by the Accounts Officer (T&C), RVPN, Ajmer as per norms against the bill(s) /running bill(s) to be submitted to consignee who will verify the bill and send to Accounts Officer(T&C),RVPN, Ajmer.

- (A) Up to 90% payment of the total value of the work done will be paid against running bills submitted to the Assistant Engineer, In-charge of the work.
- (B) Balance 10% payment due will be made after a period of three months of Completion of work satisfactory accepted by the Engineer In-charge of the work.

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(C) The Payment will be made by the Accounts Officer (T&C), RVPN, Ajmer through RTGS/ NEFT for quick and safe transfer of funds. The charges for transfer through RTGS/ NEFT shall be on the part of supplier/ contractor. Before claiming 90% payment the following documents are required to be furnished:

- i. Contract Agreement and its acceptance by the Purchaser
- ii. CPF Schedules of the workers of the Contractor or Registration Certification of the Firm/Contractor with the PF Commissioner & monthly statement of depositing the CPF of his employees with the PF Commissioner as per Clause 2.08.
- iii. A Copy of certificate of registration of GST.
- iv. Any statutory deduction, if applicable will be made from bill at the time of payment.

2.06: INCHARGE OF WORK:

The Assistant Engineer (132 KV GSS) Nasirabad shall be the officer In-charge of the work. They will give the layout, issue the material, supervise the work and verify the bills of the contractor and attend all other matters pertaining to this contract.

2.07: CONTRACT DOCUMENTS/ AGREEMENT

The contract agreement shall be furnished by you on non judicial stamp paper of 0.25% of the amount or value set worth in such contract (Minimum Rs. 500/- Stamp) within a period of 15 days with the order placing Authority for successful completion of work. It is advised that each and every page of relevant documents are signed by authorized person with stamp.

2.08: CONTRACTOR EMPLOYEES PROVIDENT FUND:

The contractor shall have to submit a certificate every month that he has an establishment covered under the employees Provident Fund and miscellaneous provision Act 1952 and is having a separate code number with the Provident fund contribution in respect of all the employees employed by him along with employer's share of contribution etc. is being deposited with the provident fund authorities and shall also submit certified photo copies of the challans of deposits. In absence of above, the contractor shall be liable to deposit employees, as well as employer's contribution @12% + 12% and other charges in respect of all the employees engaged by him for the said work with RRVN along with details of the employees their wages and the amount of contribution as per RSEB CPF Rules every month. In case of failure, RVPN shall be entitled to deduct 16% of the amount from his bills.

2.09: COMPLETION TIME:

- (A) The work shall be completed in Two Cycle before end of this FY-2022-23. The work will be started after of issue of layout by engineer in charge.
- (B) The time will be the essence of the contract and if the work is not completed on or before the stipulated period as above or within any period of extension, if granted you will be liable to Penalty $\frac{1}{4}$ % (quarter percent) per week or part thereof for first four weeks and $\frac{1}{2}$ % (Half percent) per week or part thereof for remaining period of delay (for whole works) subject to maximum of 10% (five percent). GST on penalty will be levied extra.

2.10: INSPECTION:

Representative of the ZCE (T&C)/SE (T&C)/SE (QC, Inspection & Monitoring), XEN (220 KV GSS) Beawar, Engineer In-Charge will be free to visit your work site. He will also be free to verify your work as and when required.

2.11: DISPUTES:

All disputes, differences and questions whatsoever arising between the purchaser and supplier/ Contractor upon or in relation to or in connection with the contract shall be deemed to have arisen at Ajmer and no courts other than the court in Ajmer shall have jurisdiction to entertain or try the same.

2.12: DAMAGING OF NIGAM's MATERIAL/SAFETY MEASURES:

The contractor shall be responsible for the safe working at site so as to avoid any chance of damages to the Nigam's material / installations at site and also no injury to any of his worker. In case of any damages to Nigam material/installation/property the losses shall be recovered from the contractor. The contractor shall be fully responsible for the safety of his workers and RVPN shall not be responsible for any type of accident minor or fatal to any person at works site. The staff insurance charges, if any, shall be borne by the contractor.



2.13 FURTHER CORRESPONDENCE:

All correspondence pertaining to the work order in respect of any clarification required on the terms and conditions etc. should be addressed to the Assistant Engineer (132 KV GSS), RVPN, Nasirabad.

2.14 INDIAN ELECTRICITY ACT:

All the works covered by the Contractor shall be in accordance with the Indian Electricity Act, 2003 with the latest amendments and the Electricity Rules made their under.

2.15 LEGAL LIABILITY:

The Contractor shall also be responsible for legal liability/ complication that may crop up during the course of execution of the Contract.

2.16 FINANCIAL LIABILITY:

The Contractor shall also be responsible for financial liability which may accrue to him or his personnel and Nigam's personnel during the course of the contract. The Contractor shall also be liable to pay any statutory taxes/ levies and duties etc. of the State/ Central Govt. which may accrue during the course of Contract or in the future related to the contract.

2.17 GENERAL LIABILITY:

The Contractor shall be liable for any damage, theft, missing of his own equipment, T&P material etc. as well as to the Nigam's material, T&P and Equipments during the course of execution of the work.

2.18 CHANGE OF NAME OF THE BIDDER/ CONTRACTOR:

At any stage after bidding, the Nigam shall deal with the Contractor only in the name and at the address under which he has submitted bid. All the liability/ responsibility for due execution of the Contract are of the Contractor.

2.19 DEDUCTION FROM CONTRACT PRICES:

The amount of all cost/ damage or expenses or other sums which under a particular contract shall be payable by the Contractor and shall be deducted from the Contractor's amount due or becoming due under any other contract without prejudice to the Nigam's right to recover the same by ordinary process of law.

2.20 SAFETY MEASURES:

As the work involves working in the live switchyard, therefore, the Contractor shall follow all safety methods of working so that there is no damage to Nigam's properties and also no injury to any of the workman working in the yard. The Contractor shall be fully responsible for the safety of his worker as well as any other workman working in the switchyard and RVPN shall not be responsible for any type of accident (Minor or fatal) at the work site and Insurance charges of his staff and employees etc. shall be borne by the Contractor. The Contractor shall take up all the work in the yard only after taking written permission to do work from the Shift In-charge and shall work in the presence of RVPN Representative.

2.21 CONTRACTOR TO INDEMNIFY THE NIGAM:

The contractor shall indemnify the NIGAM & every member, officer and employee of the NIGAM, also Engineer-in- charge and his staff against all actions proceedings, claims, demands, costs and expenses whatsoever, arising out of or in connection with the matters referred herein above elsewhere and against all actions, proceedings, claims, demands, costs and expenses which may be made against the NIGAM or Govt. for or in respect of performance of his obligation under the contract documents. The NIGAM shall not be liable for or in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or his sub-contractor, and the contractor shall indemnify and keep indemnified the NIGAM against all claims, demands, proceedings, cost, charge and expenses whatsoever in respect thereof or in relation thereto.



**Assistant Engineer (132 KV GSS)
RRVPNL, Nasirabad**

G-Schedule for General Cleaning of Residential colony for FY 2022-23 at 132 KV GSS, Nasirabad

Reference of BSR: Issued by CE (PP&D) Jaipur vide letter No RVPN/CE (PP&D)/SE (Auto)/XEN-1/D. 266 dated 06.06.2018							
1	2	3	4	5	6	7	8
S. N.	SAP Code	Description	Frequenc y	Unit	Quantity in Sq. M.	Rate in Rs. (Based on BSR 2018)	Total Amount
1	RNM 0454	i) Cleaning of Switchyard by Grass Cutting, Uprooting of saplings / Vegetation growth in the Switchyard area. (ii) Disposal of grass/ vegetation and saplings after cutting/uprooting at the designaed location in the substation premises pr outside premises as prescribed by substation in-charge. Consumable to be used:- (i) Cutter for Grass and Vegetation uprooting (ii) Waste collector (Un Gravelled Area of 132 KV GSS, Nasirabad Colony)	2	100 Sq. M	8387 Sq. M	Per 100 Sq. M	
2	RNM 0446	(i) Cleaning roads /pathways with Jhadu. (ii) Disposal of waste &garbage at the designaed location in the substation premises as prescribed by substation in-charge. Consumable to be used:- (i) Jhadu (ii)Wastecollector (Road Area of 132 KV GSS, Nasirabad Colony)	2	100 Sq. M.	764 Sq. M	Per 100 Sq. M	
BSR cost of work Total							
(A)							

**Assistant Engineer (132KV GSS),
RVPN, Nasirabad**

Bidder must quote here:

BSR Cost of work Total (A)	23499.56
Bidder quote here (above/below (+/-) in %.....) (B)	
TOTAL (A+B)	
GST @ %	
Grand Total including GST	
In words	

Date & place

I/we here by accept the above quoted rate

Authorized Signatory
(with Name and Stamp of
the contractor/Bidder)



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 Bidders 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 procurement Entity as engineer-in-charge/consultant for the contract.



• **Declaration by the Bidder regarding Qualifications**

Declaration by the Bidder

In relation to my/our Bid submitted to.....for Contract 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 the 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 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:



Annexure –C
Grievance Redressal during Procurement process

The designation and address of the First Appellate Authority is PC-E4 which consisting of XEN (220 KV GSS), RVPN, Beawar, concern AEn Incharge and AO.

The designation and address of the Second Appellate Authority is Energy Department, GOR.

(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 there under, 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:

Provide 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 filled 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 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 procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Biding 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 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 authorized representative.
- (6) Fee of filing Appeal**
- (a) Fee of first appeal shall be rupees two thousand five hundred plus GST extra as applicable and for second appeal shall be rupees ten thousand plus GST extra as applicable, which shall be non-refundable.
 - (b) The fee shall be paid in the form of bank demand draft or banker's cheque of the 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.



FORM No.1
[See rule 83]

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

Appeal No..... of.....

Before the(First/Second Appellate Authority)

i. A Bid

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 (enclosed 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 propose 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

