Notice Inviting Bid

Sealed technical and financial bids are invited from eligible, experience and interested firms for following works:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Work</th>
<th>Estimated cost work</th>
<th>Last date and time for submission of bids</th>
<th>Date and time for opening of received bids</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Designing, conceptualizing and construction of Rajasthan Tourism pavilion at bare space of 50 sq. meters at MUBA Fair(6th to 15th February 2015)</td>
<td>Rs.18.00 lacs</td>
<td>23.01.2015 01.00 p.m.</td>
<td>23.01.2015 03.00 p.m.</td>
</tr>
<tr>
<td>2.</td>
<td>Designing, conceptualizing and construction of Rajasthan Tourism pavilion at bare space of 60 sq. meters at FITUR (Feria Internacional de Turismo) International Tourism Trade Fair 28 Jan. to 1 Feb., 2015 at Madrid, Spain.</td>
<td>Rs.18.00 lacs</td>
<td>16.01.2015 01.00 p.m.</td>
<td>16.01.2015 03.00 p.m.</td>
</tr>
</tbody>
</table>

Details of the bid can be seen and downloaded from website
www.rajasthantourism.gov.in/sppp.portal/dipr.rajasthan.gov.in

--SD--
(Vikram Singh)
Director
Limited Bid for Store Maintenance 2014-15

Government of Rajasthan
Department of Tourism
Hotel Khasa Kothi, M. I. Road, Jaipur 302001
(Telephone: 0141-5155107 Telfax. 0141-5155100)
Email-mktg.rajasthan tourism@gmail.com

Form No. A – Technical Bid

NIB No. /2014-15

The Director
Department of Tourism,
Govt. of Rajasthan, Jaipur

We, the undersigned, declare that:

1. We have examined the Bidding Document.
2. If our Bid is accepted, we commit to deposit the performance Security.
3. We are not participating, as Bidders, in more that one Bid in this bidding process.
4. Our firm, its affiliates or subsidiaries, including any subcontractors or supplies has not been debarred by the state government or the procuring entity.
5. We understand that this bid together with your written acceptance shall constitute a binding contract between us, until a formal contract is prepared and executed.
6. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
7. We agree to permit the procuring entity or its representative to inspect our accounts and other documents relating to the bid submission and to have them audited by auditors appointed by the procuring entity.
8. We declare that we have complied with and shall continue to comply with the provisions of the code of integrity for bidders as specified in the Rajasthan transparency in public procurement act, 2012 the Rajasthan transparency in public procurement rules, 2013 and this bidding document in this procurement process and in execution of the contract.
Technical details for designing and fabrication of Rajasthan Tourism pavilion in FITUR (Feria Internacional de Turismo) International Tourism Trade Fair 28 Jan. to 1 Feb., 2015 at Madrid, Spain are as under:-

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Particular</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name &amp; Address of the Firm Tel/Fax/email</td>
</tr>
<tr>
<td>2.</td>
<td>Date of Establishment of company (enclose evidence)</td>
</tr>
<tr>
<td>3.</td>
<td>Nature of company: whether exclusive designing and fabrication or separate division. (Enclose details)</td>
</tr>
<tr>
<td>4.</td>
<td>Annual turnover in last two years (2012-13 &amp; 2013-14) (Enclose audited profit &amp; loss account and balance sheet)</td>
</tr>
<tr>
<td>5.</td>
<td>Total work experience in the field (In years)</td>
</tr>
<tr>
<td>6.</td>
<td>List of such exclusive events in last two years. (2012-13 &amp; 2013-14) Attach list with brief details and proof of work done, copies of work orders, payments proof.</td>
</tr>
<tr>
<td>7.</td>
<td>Is your firm a proprietorship, partnership or registered under the Companies Act. Please give details &amp; enclose Certificates.</td>
</tr>
<tr>
<td>8.</td>
<td>Branches (enclose details with address &amp; telephone no.)</td>
</tr>
<tr>
<td>10.</td>
<td>Service-Tax Registration details, (Enclose Service tax clearance certificate up to 03/2014)</td>
</tr>
<tr>
<td>11.</td>
<td>Professional set up (Complete details of staff, Designers &amp; others) Enclose list. (Separate sheet for technically qualified staff)</td>
</tr>
<tr>
<td>12.</td>
<td>List of present clients &amp; sample of recently works done (enclose)</td>
</tr>
<tr>
<td>13.</td>
<td>DD/BC of Rs. 400/- as bid document fee in favour of Director, Tourism,</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Rajasthan payable at Jaipur</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>DD/BC of Rs. 36000/- as bid security fee in favour of Director, Tourism, Rajasthan payable at Jaipur</td>
</tr>
<tr>
<td>15.</td>
<td>Declaration by bidder under section 7 of RTPP act 2012(Anex. A &amp; B)</td>
</tr>
<tr>
<td>16.</td>
<td>Any other information</td>
</tr>
</tbody>
</table>

This is certified that I have read and understood the enclosed brief and other terms & conditions and the supporting documents have been enclosed. The information given by me is true to the best of my knowledge. My OCB offer may be rejected at any stage if it is found that the facts and documents enclosed by me are not correct.

Signature on behalf of firm with seal
Government of Rajasthan
Department of Tourism
Hotel Khasa Kothi, M. I. Road, Jaipur 302001
(Telephone: 0141-5155107 Telfax. 0141-5155100)
Email-mktg.rajasthantourism@gmail.com

Form No. B – Financial Bid

The Director
Department of Tourism,
Govt. of Rajasthan, Jaipur

The format for quoting financial offers for designing and fabrication of Rajasthan Tourism pavilions in FITUR, Madrid (Spain) 2015.

<table>
<thead>
<tr>
<th>Details</th>
<th>Bid Price Including all Expenses, Taxes and Duties Etc. (Amount in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total cost of work which Department has to bear.</td>
<td></td>
</tr>
<tr>
<td>FITUR (Feria Internacional de Turismo) International Tourism Trade Fair 28 Jan. to 1 Feb., 2015 at Madrid, Spain. (Work Mentioned in form No. C)</td>
<td></td>
</tr>
</tbody>
</table>

Bid Price In Words........................................................................................................................................

Signature on behalf of the firm with seal

Note: Financial Bid will be in separate sealed envelope
Government of Rajasthan  
Department of Tourism  
Hotel Khasa Kothi, M. I. Road, Jaipur 302001  
(Telephone: 0141-5155107 Telfax. 0141-5155100)  
Email-mktg.rajasthantourism@gmail.com

Form No. C – Scope of work

NIB No. /2014-15

Work of Designing, Conceptualizing and construction of Rajasthan Tourism Pavilion at bare spaces for 3 meters x 20 meters at FITUR (Feria Internacional de Turismo) International Tourism Trade Fair 28 Jan. to 1 Feb., 2015 at Madrid, Spain.

Common Scope of work:-

1. The firm will be required to conceptualize the design and layout of Rajasthan Tourism Stall in fiber molded structure.
2. The structure should be fire resistant.
3. The design and decoration at pavilion should be planned in such a way that it showcases the best of cultural heritage and ambience of the state. Traditional decorative items from Rajasthan like chunnis, puppets, frescoes, bandhej, lehriya etc. may be used.
4. The entire area hired for stall fabrication should be easily accessible and visible. There should be ample space for main exhibitor and co-exhibitors.
5. The firm will be responsible to supervise the execution of work at site and manage the stall during the event.
6. Maintenance and replacement of broken parts of the stand during the mart will be looked after by the firm only.
7. Display of hi-resolution images in the inner walls of the pavilion approved by Department of Tourism.
8. Putting up plasma screen/s.
9. Platform with mat/carpet for the stall area.
10. Provide suitable number of chairs and reception.
11. Electrical fixtures for illumination of the pavilion.
12. Dismantling the stand after the mart is over.
13. Carry Rajasthan Tourism Publicity Material such as brochures, booklets, posters, CD’s etc. at the exhibition/mart.

Brief on the design and work for pavilion.

The design would be traditional Rajasthani, broadly consisting of four parts.

1- Entrance arch/arches
2- Reception Backdrop
3- Reception counter
4- Display panels/well structure
The structure/s would be such that it fits into the given space, keeping it’s visual appeal. All these components would be adaptation of some popular Rajasthan architecture as detailed below:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particulars</th>
</tr>
</thead>
</table>
| 1.    | **Entrance Arch**  
**Concept:** - Traditional Rajasthani, replica of the arches of historical monuments of Rajasthan.  
**Structural Details:**  
3 Dimension pillars on Fiber Molded on metal structure.  
Height of the pillars may go around 9-10 ft or as per space available.  
Both the pillars will be connected with nicely decorated beam on top and above this will have DOT Branding.  
Pillar to pillar open area for the entrance.  
Color, texture and over all feel of the whole structure as close to actual as possible.  
Front illumination to be provided for both pillars and branding. |
| 2.    | **Reception Backdrop:**  
**Concept:** For Example – Ganesh pole (Amber), Shekhawati, Patwon ki Haveli, Jaisalmer or Salim Singh ki Haveli in Jaisalmer or replica of any other structure of historical importance of Rajasthan.  
**Structural Details:**  
3 Dimension and semi embossed Fiber Molded structure mounted on metal structure  
Height and width of the backdrop as per space available.  
Color, texture and over all feel of the whole structure as close to actual as possible.  
Front and back illumination to be provided. |
| 3.    | **Reception Counter:**  
**Concept:** Umbrella structure of Musi Maharani ki Chhari, Lalgarh Palace Bikaner, Jali work of Patwon ki Haveli or any other design suitable for the venue of historical  
**Structural Details:**  
3 Dimension and semi embossed Fiber Molded structure mounted on MS structure  
Height and width and depth of the reception as per space available.  
Color, texture and over all feel of the whole structure as close to actual as possible.  
Front illumination to be provided.  
Decorated Table for the reception and chairs. |
| 4.    | **Side Display panels or wall structure :**  
**Concept:** For Example – Patwon ki Haveli or Sekhawati painted walls, or fort wall with parapets, or replica of historical monuments of Rajasthan.  
**Structural Details:**  
3 Dimension and semi embossed Fiber Molded structure mounted on Metal structure  
Height, width of the backdrop as per space available.  
Color, texture and over all feel of the whole structure as close to actual as possible.  
Front illumination to be provided.  
Display Panels up to 12 nos. (Maximum/as per space available/required), however these may be adjustable in any given area between 20 to 60 sq mts. |
DECLARATION BY BIDDERS

I/ We declare that I am / We are bona fide/ Manufacturers/ Whole Sellers/ Sole distributor/ Authorized dealer/ dealers/ sole selling/ Marketing agent in the goods/ Services/ stores/ equipments for which I / We have bided.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and bid if any to the extent accepted may be cancelled

Signature of the Bidder

with stamp
Government of Rajasthan  
Department of Tourism  
Hotel Khasa Kothi, M. I. Road, Jaipur.302001  
(Telephone:-0141-5155107 Telfax. 0141-5155100)  
Email-mktg.rajasthantourism@gmail.com

NIB No. /2014-15

-: GENERAL CONDITIONS OF BID:-

Note: Bidder should read these conditions carefully and comply strictly while submitting their bids.

1. The firm must either be exclusively a firm doing such assignments or a firm having exclusively defined division within the company which handles such assignments.
2. Preference shall be given to the firms which have done work of similar nature in reputed trade marks for government.
3. The minimum turnover of the firm should be Rs. 1003.00 p m 0 lacs per annum in last two years. (Financial year 2012-13 and 2013-14)
4. 5 years previous experience in this field is necessary. The firm must have executed at least 10 such exclusive events (inclusive Two events in overseas marts) in last two years.
5. Bid Security will have to deposit equal to 2% of the total estimated value of work. Work performs security will be equal to 5% of total estimated value of work.
6. The technical and financial bid offers will be submitted in separate sealed envelopes, Technical bid envelope containing the creative and technical details as per technical bid document and required for the job. The two envelopes shall be super scribed accordingly.
7. D.D./B.C.s of Rs. 400/-as bid document fee and Rs. 36000/= bid security in favour of Director Tourism, Rajasthan payable at Jaipur shall have to be attached along with the technical bid.
8. The offers received through open competitive bid will be evaluated and examined by the department. The firms submitting the offers may be asked to make a power point presentation on the job before the designated committee of department formed for the purpose. The firms shall be shortlisted on the basis of the presentations and technical/required parameters for the job. AV presentations will be considered as technical part of the bidding process & will be kept as technical record.
9. The date and time of opening of financial offers shall be informed to the qualified firms. Financial bid will be opened only technical qualified firms.
10. The firm would be responsible for all risks involved in fabrication and maintenance of the stall. For any accident or mishap due to poor fabrication of the stall, the firm would be solely responsible.
11. All costs incurred by the firm in respect of submission of offer shall be borne by the concerned firm.
12. Successful firm will have to deposit performance security money equal to 5% of the total value of the work within 2 days of issue of work order. No interest will be paid on this deposit. The bid security money deposited earlier will be adjusted against the performance security. Performance security will be refunded after successful completion to the job.
13. An agreement on non judicial stamp paper worth Rs. 1000/- would be signed between the department and the successful firm within two days from issuance of work order.
14. The applicable norms and specifications of event organizers will have to be abided by the firm.
15. No separate charges will be paid on account of electrical fixtures, power points, service tax etc.
16. The pavilion should be ready in all respects before a day of the beginning of the event.
17. Penalties would be imposed in case of delayed for faulty services as per provisions of GF &AR and as decided by Department.
18. All clearances, approvals, NOC's for events/firm staff/material etc. will have to be managed by firm itself. Department of Tourism may issue letters of authorization, if so required.
19. For any query or clarification the interested agencies may meet the undersigned or mall there queries at mktg.rajasthan tourism@gmail.com before submitting the tenders.
20. Where ever specific terms and conditioned have not been spelt out in OPEN COMPITITIVE BID document, RTPP Act 2012 and RTPP Rules 2013 of the state Government shall apply.
21. The offer document shall be signed by authorized signatory of the submitting firm with date and seal.
22. OCB received after the due date and time will not be considered.
23. The Director Tourism, Government of Rajasthan, Jaipur reserves the right to accept or reject any offer or its part without assigning any reasons thereof.
24. Selection of agencies shall be done on the basis of criteria enumerated in the bid and different terms and conditions stated as below. Rate for various jobs shall be called as and when required which shall be on turn-key basis including all expenses on event particular.
25. “Bids by bona-fide dealers”: Bids shall be given only by bona-fide event agencies. They shall, there for, furnish a declaration in the SR FORM-11.
26. Sales Tax Registration and Clearance Certificate upto 31st March 2014 is required. Copy of service tax registration should be enclosed also.
27. Bid form shall be filled in ink or typed. No. Bid filled in pencil shall be considered. The bidder shall sign the bid form at each page and at the end in token of acceptance of all the terms & conditions of the bid.
28. Rate shall be written both in words and figures. There should not be errors and/or overwriting, corrections if any should be made clearly and initialed with dates. The rates should mention elements of the Rajasthan State Sales-Tax and Central Service tax separately.
29. All the quoted rates must be FOR destination and should include all incidental charges, Octroi, State Sales Tax, Service tax etc., if applicable. Central/Rajasthan Sales-Tax, if applicable should also be shown separately as a remark. In case of local supplies the rates should include all taxes etc. And no cartage or transportation charges will be paid by the Government.
30. The approved agency shall be deemed to have carefully examined the conditions, specifications, size make & drawings etc., of the Goods/ Services to be provided. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing etc., he shall before signing the contract, refer the same to the Purchase Officer/ department and get clarifications.
31. The contractor/firm shall not assign or sub-let his contract or any substantial part thereof to any other agency.

32. Specification: All services provided shall strictly conform to the specifications, trademark laid down in the bid from/work order and wherever articles have been required according to I.S.I. Specifications, those articles should conform strictly to those specifications and should bear such marks.

33. Inspection:
   
i. The Purchase Officer/department or his duly authorized representative shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and examined the materials and workman ship of the goods/services/equipment/ machinery during manufacturing process or afterwards as may be decided.
   
ii. The bidder shall furnish complete address of the premises of his office, godown and workshop where inspection can be made together with Name and address of the person who is to be contacted for the purpose.

34. Supplies when received shall be subject to inspection to ensure whether they conform to the specification or with the approved samples. Where necessary or prescribed practical, test shall be carried out in Government Laboratories, reputed testing house. The supplies will be accepted only where the articles conform to the standard of prescribed specification as a result of such tests.

35. Drawl of Samples: In case of test, samples shall be drawn in four sets in the presence of bidder or his authorized representative and properly seals in their presence. Once such set be given to them, one or two will be sent to the laboratories or testing house and the third and or fourth will be retained in the office for reference and record.

36. Testing Charges: Testing Charges shall be borne by the bidder.

37. Rejection:
   
(i) Articles not approved during inspection or testing shall be rejected and shall have to be replaced by the bidder at his own cost within the time fixed by the Purchase officer/department.

(ii) If, however due to exigencies of Government work, such replacement either in whole or in after giving an opportunity to the bidder of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deductions so made shall be final.

38. The rejected articles shall be removed by the bidder immediately for which Purchase officer/department shall not be responsible for any loss. Shortage or damage and shall have the right to dispose of such articles as he think fit, at the bidder's risk and on his account.

39. The Bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport and delivery of material in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.
40. The contract for the supply and work can be repudiated at any time by the Purchase officer/department, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording of the reasons for repudiation.

41. Direct or indirect canvassing on the part of the bidder or his representative will be a disqualification.

42. Forfeiture of bid security: The bid security will be forfeited in the following cases:
   a. When bid withdraws or modifies the offer after opening of bid but before acceptance of bid.
   b. When bid does not execute the agreement if any, prescribed within the specified time.
   c. When the bid does not deposit the security money after the supply order is given.
   d. When he fails to commence the supply of the items as per supply within the time prescribed.

43. If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Head of the Department whose decision shall be final.

44. All legal proceedings, if necessary arise to institute by any of the parties (Government or Contractor/firm) shall have to be lodged in courts situated in Jaipur city and no elsewhere.

45. Services shall be made available at the place specified in bid document or FOR destination as specified in the work order.

46. All the terms & Conditions laid down in General Finance and Accounts Rules & RTPP Act 2012 and RTPP Rules 2013 of Govt. Of Rajasthan shall be binding and acceptable to the bidder.

47. Annexure A,B,C & D of RTPP Act 2012 & RTPP Rules 2013 also will be bindable.

48. The first Appellate Authority in this Department is Director Tourism, Tourism, Rajasthan, Jaipur and 2nd Appellate Authority is Principal Secretary, Tourism, Rajasthan,Jaipur.

I/we have carefully gone through/understood all above terms & conditions and I/we shall be binding to the above terms and conditions.

Signature of Bidder
(With Seal)
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.
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.............. 1/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: ......................................... Signature of bidder Name: .........................................
Place : ......................................... 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 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 tiled only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

(a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(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.
FORM No.I

[See rule 83]

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

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

Before the ............................... (First/Second Appellate Authority)

1. Particulars of appellant:
   (i) Name of the appellant:
       1. Official address, if any:
       2. 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: