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**GOVERNMENT OF RAJASTHAN
OFFICE OF EXECUTIVE ENGINEER (CIVIL),
GROUND WATER DEPARTMENT – JODHPUR
New Power House Road, Shastri Nagar, Sector-7, Jodhpur**

No. F()/XEN(C)/GWD/JDP/2021/

Dated:

NOTICE INVITING LIMITED BIDS (NIB) No. 02/2021-22

Limited Bids are invited for carrying out the following work from the interested bidders. The bids should be addressed to “EXECUTIVE ENGINEER (CIVIL), GWD, JODHPUR” and should reach in the office on or before 20.09.2021 Upto 12.00 PM and shall be opened on the same day at 1.00 PM in the presence of the bidders or their representative, who desire to remain present. The relevant papers regarding the Bid can be obtained from the office of Executive Engineer (Civil), GWD, Jodhpur in the office hours on or before 20.09.2021 Upto 12.00 PM or the same can be downloaded from Departmental Website <https://phedwater.rajasthan.gov.in/content/raj/water/ground-water/en/departamental-tender.html#>.

S.No.	Name of work	Estimated Cost	Time period of Completion
1.	Repair of Two RTRWHS constructed by GWD in Rajbhawan Jaipur (One in Rajbhawan Main Campus & One in RAC Barrack of Rajbhawan)	Rs. 21082.01	15 Days


(Kamlesh Purohit)

Executive Engineer (Civil)
GWD, Jodhpur

Instructions to the Bidders & General Conditions

1. PURCHASER: EXECUTIVE ENGINEER (CIVIL), GWD, JODHPUR.

2. SCOPE OF WORK

The scope of work is as per G –Schedule attached herewith the bid document for the work of “Repair of Two RTRWHS constructed by GWD in Rajbhawan Jaipur (One in Rajbhawan Main Campus & One in RAC Barrack of Rajbhawan)”.

3. PERIOD OF CONTRACT

The bidder has to complete all the above mentioned work as per bid provision during 15 days from the stipulated date of starting the work mentioned in Work-Order.

4. ELIGIBILITY CRITERIA

- i. The bidder should be registered/enlisted in Class “D” or above for Civil Works with any works department of the Government of Rajasthan or India. The Proof of valid registration/ enlistment of firm for Civil Works must be submitted with the bid.
- ii. The bidder must have valid GST Registration No. and proof of which must accompany the bid.

5. SUBMISSION OF OFFERS

The bids shall be submitted in a Sealed Envelope duly marked with Name of Work and addressed to “EXECUTIVE ENGINEER (CIVIL), GWD, JODHPUR”. The sealed offers should be submitted in the office of EXECUTIVE ENGINEER (CIVIL), GWD, JODHPUR on or before the date and time mentioned in the NIT. The offers shall be opened on the date and time mentioned in the NIT in the presence of the bidders or their representatives. Late received bids will not be accepted. The bid to be submitted by the bidder shall comprise of the following:

- i. Duly filled and signed Bid Document including NIT, Instruction to Bidders and General Conditions, Price Offer Format and all Annexure. Bidder needs to sign each page. Unsigned bids would be rejected.
- ii. Documentary Evidence mentioned in Eligibility Criteria.

6. PRICE OFFER

The bidders are required to furnish their ‘Price-Bid’ in the prescribed Price Offer Format including all taxes, duties, levies.

7. VALIDITY OF OFFERS

The bid offers should remain valid and open for acceptance, for a period of 90 days from the date of opening of the bid. No modification or revision or withdrawal of the offer shall be allowed during the validity period or the extended validity period, if any.

8. COST OF BID DOCUMENT

The bidder can obtain bid document form the office of EXECUTIVE ENGINEER (CIVIL), GWD, JODHPUR in time window mentioned in NIB free of cost or may download it from departmental website mentioned in NIT free of cost.

9. EARNEST MONEY (EMD)/BID SECURITY

The bidder will have to furnish Bid Securing Declaration (in prescribed format given in Annexure – 2) for 2% of the estimated value of bid. The bidder shall refer Finance Department Circular No. F.2(1)FINANCE/G&T-SPFC/2017 Dated 23.12.2020 for submission of Bid Securing Declaration.

10. PERFORMANCE SECURITY/ SECURITY DEPOSIT (SD)

The successful bidder would have to deposit Performance Security amounting to 3% of Work Order Amount in the form of deposit through eGRAS or Bank Draft or Banker's Cheque of a Scheduled Bank or Bank Guarantee of a Scheduled Bank or the successful Bidder at the time of signing of the Contract agreement, may submit option for deduction of Performance Security from his each running and final bill @ 3% of the amount of the bill. Performance Security shall remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

11. RATES AND TAX DEDUCTIONS AT SOURCE

The PURCHASER shall be fully entitled to deduct income tax and/ or any other taxes levied at source as per the rules and instructions as may be applicable for this purpose from time to time. The rates quoted by bidder shall be inclusive of all applicable taxes, duties as on applicable on the date of submission of the bid.

12. RIGHTS OF PURCHASER

The PURCHASER reserves the right: -

- i. To accept or reject any or all the bids, in part or in full, without assigning any reason, there to.
- ii. Not to accept the lowest bid or assign reasons for not accepting the lowest bid.
- iii. To increase / decrease the quantity and period of contract, without any additional obligation on it.
- iv. Not to carry out any part of work.
- v. To reject the offer, if it is established that the bidder has submitted any wrong / misleading information or forged documents along with offer or thereafter.

The PURCHASER may exercise any of the above right at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the PURCHASER's action.

13. TERMINATION OF THE CONTRACT

- i. In case of failure to perform the job as required under this bid or observe any of the terms and conditions by the contractor, the Purchaser shall give a notice to

rectify the default or breach within 07 days. Failure to rectify such default/breach may result in termination of the contract. Such termination shall not absolve the contractor of the liabilities accruing till the date of such termination.

- ii. The contract may also be terminated in the event the contractor is being adjudged insolvent or going into Liquidation or Winding up of their business, or making arrangement with their creditors.
- iii. Notwithstanding anything contained herein above, the purchaser in its absolute discretion may at any time terminate the contract without assigning any reason thereof by giving Fifteen days' notice to the contractor at their last notified address. In such an event the contractor shall not be entitled to raise any claim or demand for compensation, loss of profit and/or damages and/or losses or costs by reason of such earlier termination on any ground whatsoever.

14. CRITERIA FOR DECIDING L-1 BIDDER

The bidder whose quoted rates are resulting into the lowest financial outgo for the purchaser will be considered as L1 bidder. The total contract value will be arrived by adding total of BSR Items (including bid premium, if any). The final figure so achieved will decide the total contract value for the purpose of deciding the L-1 bidder.

15. SIGNING OF CONTRACT

The successful bidder would have to sign a contract with the purchaser using the format given in Annexure-1 of this Bid Document on INR 1000.00 Non-Judicial Stamp Paper. The cost of stamp would be borne by the successful bidder.

16. Defect Liability Period

6 Month from date of completion of work.

17. APPEALS:

Subject to section 40, of Rajasthan Transparency in Public procurement Rules 2013, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provision of this act or the rules or guidelines issued there under, he may file an appeal to designated First and Second appellate Authority within a period of ten days from the date of such decision or action, omission as the case may be clearly given the specific ground on which he feels aggrieved on the Form No.1 (see rule 83) –Memorandum of Appeal under the Rajasthan Transparency in public procurement Act –2012 with prescribed fees.

- First Appeal Authority: Chief Engineer, GWD, Jodhpur
- Second Appeal Authority: Additional Chief Secretary, GWD, Jaipur

18. DISPUTE & JURISDICTION

In case of any dispute, it shall be the endeavor of both the parties to resolve it through mutual discussions. No courts other than the courts located at Jaipur-Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this bid. The

contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

19. UNDERTAKING

I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work and have signed each page of the bid document as token of acceptance of all terms& conditions of this bid.

For & behalf of the bidder as token of acceptance of bid.

Signature of Bidder with Name&Address

PRICE –OFFER FORM of G- SCHEDULE

Name of Work: Repair of Two RTRWHS constructed by GWD in Rajbhawan Jaipur (One in Rajbhawan Main Campus & One in RAC Barrack of Rajbhawan).

Time Period: 15 Days.

Rates are based on PWD BSR of Jaipur District w.e.f. 18.06.2019

S. No.	Ch. No. / Item No. / Page No.	Item Description	Quantity	Unit	Rate	Amount
1	B-14/ 14.12/141 14.12.1/ 141	Dismantling doors, windows and clearstory windows steel or wood shutter including chowkhats and holdfasts etc. complete and stacking within 50 meters lead: Of area 3 square meter and below.	6.000	Nos.	95	570.00
2	B-9/ 9.5/ 91	Providing and fixing T-iron frames for doors, windows and ventilators of mild steel Tee-sections, joints mitred and welded with 15x3 mm lugs 10cm long embedded in cement concrete blocks 15x10x10 cm of 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size) or with wooden plugs and screws or rawl plugs and screws or with fixing clips or with bolts and nuts as require including fixing of necessary butt hinges and screws and applying a priming coat of approved steel primer.	66	Kg	72	4752
3	B-9/ 9.17.1/ 93	Providing and fixing M.S. sheet 1mm thick single leaf door shutter in angle iron frame 35x35x5mm suitably diagonally braced with 25x3mm flat iron above and below lock rail of size 50x5mm beading extra including all fittings, as per direction of Engg. incharge but excluding cost of chowkhats: including two coats of anit-corrosive red oxide primer paint	3.9	Sqm	2608	10171.2
4	B-9/ 9.17.2/ 93	Extra for double leaf shutters.	1.73	Sqm	521.60	902.368
5	B-12/ 12.46/ 130 12.46.2/ 130	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade : One or more coats on old work.	10.565	Sqm	31.00	327.52

6	B-12/ 12.62/ 132	Lettering with black Japan paint of approved brand and manufacture.	528.00	Letter Per cm. height	2.00	1056.00
7	B-13/ 13.1/ 134	Repairs to plaster of thickness 12mm to 20mm in patches of area 2.5 sq. metres and under including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete including disposal of rubbish to the dumping ground within 50 m lead : With cement mortar 1 :4 (1 cement : 4 coarse sand)	3.030	Sqm	214	648.42
8	B-12/ 12.43/ 129 12.43.2/ 130	Painting exterior surface of Wall with 100% acrylic exterior paint of approved brand and manufacture to give an even shade with two or more coats including preparation of base with sand papering, primer, putty, etc complete in all respect including scaffolding and safety provision Old Work	58.989	Sqm	45	2654.51
Total						21082.01

Terms and Conditions:

1. The bidders are advised to quote lowest price with inclusive all applicable taxes and duties.
2. All statutory deductions shall be made as per relevant provisions.
3. I / We hereby agree to execute / undertake the above said work on% above/below/ at par(in Words) above/below/at par on PWD BSR 2019 (Building), District Jaipur.
4. In case of discrepancy in rates quoted in Numerals and in Words, the rate quoted in Words would be accepted as quoted rate.

Name and Signature of Bidder
Phone :

CONTRACT AGREEMENT

THIS AGREEMENT made theday of, between the Governor of Rajasthan, of the one part, and [name of the Bidder] (hereinafter "the Contractor"), which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators, of the other part:

WHEREAS the *Procuring Entity* desires that the Works known as [name of the Contract] should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein, and for which the Contractor has submitted Performance Security for Rupees ----- in the form of -----

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a) the Letter of Acceptance;
 - b) the Bid of the Contractor as accepted along with the correspondence done on it, if any;
 - c) Instructions to the Bidders & General Conditions
 - d) Price Offer
 - e) Notice Inviting Bids.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Procuring Entity to execute the Works and to remedy defects therein (for a defect liability period of 6 Months) in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein (for a defect liability period of 6 Months), the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India and Rajasthan on the day, month and year indicated above.

Signed by
Name, Designation, Date
for and on behalf of the Governor/ Procuring Entity

Signed by
Name, Address, Date
for and on behalf the Contractor

in the presence of
Witness 1
Signature, Name, Address, Date

in the presence of
Witness 1
Signature, Name, Address, Date

Witness 2
Signature, Name, Address, Date

Witness 2
Signature, Name, Address, Date

FORM OF BID SECURING DECLARATION

Date:

Bid No.: 02/2021-22 (Name of Work: Repair of Two RTRWHS constructed by GWD in Rajbhawan Jaipur (One in Rajbhawan Main Campus & One in RAC Barrack of Rajbhawan))

To:

**Executive Engineer (Civil),
GWD, Jodhpur**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid- Securing Declaration.

We accept that we are required to pay the Bid Security amount specified in the Terms & Conditions of Bid, in the following cases, namely:-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Security Declaration shall expire if:-

- (i) we are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us incase we are successful bidder;
- (iii) thirty days after the expiration of our bid;
- (iv) the cancellation of procurement process; or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed: _____

Name: _____

In the capacity of: _____

Duly authorized to sign the bid for and on behalf of:

Dated on _____ day of, _____

Corporate Seal

**(Annexure A,B,C,D as per Finance Deptt. Circular No.F1(8)FD@GF&AR/2011 Dated
04.02.2013 Circular No.03/2013)**

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 influence the 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 interest that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

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 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 _____ 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 authorities 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 competitions.

Date:

Signature of bidder:

Place:

Name:

Designation:

Address:

Annexure C: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is **Chief Engineer, GWD, Jodhpur**

The designation and address of the Second Appellate Authority is **Additional Chief Secretary, GWD, Jaipur.**

(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 specified 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 endeavor 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 of 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 case

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 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) For the 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 related 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) shall also be passed on the State Public Procurement Portal.

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 corrections 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. 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.
- ii. 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 50% 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.

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 quantities 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.

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 :
 - (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 :

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.....(Supported by an affidavit)
7. Prayer :

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.....

.....

Place.....

Date.....

Appellant's Signature