



## RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LIMITED

Regd. Office: Vidyut Bhawan, Jyoti Nagar, Janpath, Jaipur-302005  
 Office of the Superintending Engineer (MPT&S) RVPNL, Ajmer  
 Telephone: #91-145- 2622200, Fax: #91-145- 2622200  
 Email: [se.mpts.ajmer@rvpn.co.in](mailto:se.mpts.ajmer@rvpn.co.in), Website: [www.rvpn.co.in](http://www.rvpn.co.in)

### NOTICE INVITING OPEN BID ( 11M0012001 to 11M0012002 )

Sealed bids are invited from competent and experienced firms/ vehicle owners for hiring of taxi inspection vehicle (Desire/Indigo/Etios etc. Car/ Bolero/ SUV/MUV/ Bolero plus Jeep/ similar vehicle etc.) for financial year 2020-21 (w.e.f.01.07.2020 to 31.03.2021 , 09 month ) in various offices under MPT&S Ajmer circle.

Description	Bid Number	Estimated Cost including GST (12%) (Rs.) for nine month	Bid Cost	Bid security	Start date & time of bid	Date & time for submission of bid	Time and date for opening of bid
1. Hiring of inspection vehicle, AC vehicle(Desire /Indigo/Etios/ similar vehicle etc.Car) in O/o SE (MPT&S), Ajmer	11M001 2001	294000.00	Rs. 1180/- (1000+ 18% GST)	Rs.6000/-	09.06.2020 (10:00 Hrs)	Up to 24.06.2020 (14:00 Hrs)	24.06. 2020 (15:00 Hrs)
2. Hiring of inspection vehicle (Bolero/ SUV/MUV/ Bolero plus Jeep/ similar vehicle etc) in O/o XEN (MPT&S), Sikar	11M001 2002	250950.00	Rs. 1180/- (1000+ 18% GST)	Rs. 5050/-	09.06.2020 (10:00 Hrs)	Up to 24.06.2020 (14:00 Hrs)	24.06. 2020 (15:00 Hrs)

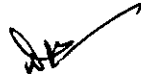

The salient point for aforesaid bids are as follows:-

1. The bid are being invited by Superintending Engineer (MPT&S), Rajasthan Rajya Vidhyut Prasaran Nigam Limited having office at Shastri Nagar, Ajmer (Rajasthan) and bid specification are to be purchased from his office. Email ID [se.mpts.ajmer@rvpn.co.in](mailto:se.mpts.ajmer@rvpn.co.in)
2. The procurement process shall be governed by RTPP act 2012 and RTPP Rules 2013.

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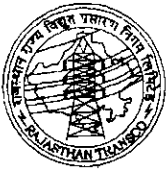
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3. The procurement is being done through single stage bid.
4. The vehicle is to be hired from 01.07.2020 to 31.03.2021 , (09 month). Bill is to be submitted monthly and payment shall be arranged on monthly basis.
5. Vehicle shall not be more than 6 years old. Only vehicles with taxi permit having valid document shall be considered.
6. The bid cost (Non Refundable) and bid security (Earnest money deposit) as given above shall be deposited in cash or crossed Demand draft/ Bankers cheque respectively in the name of Account officer (T&C), RVPN, Ajmer.
7. The purchaser does not bind himself to accept the lowest or any Bid or any part of the Bid and shall not assign any reason(s) for the rejection of any Bid or a part thereof. The bidder have to quote the firm price inclusive of all taxes and duties ,insurance and other related cost but exclusive of GST and toll tax & if bidder is having GST registration & GST rate quoted by the bidder at the time of bid submission.
8. If bidder obtain the GST registration after submission of this relevant bid then the rate given by him shall be taken as inclusive of GST as per norms.
9. Vehicle driver provide by the contractor.
10. The offer should be valid for 90 days from the date of opening of bid.
11. Vehicle is to be hired on 24 Hrs per day basis.
12. Petrol/Diesel/Lubricant is to be supplied by the contractor.
13. The rate for run up to 1500 Km per month Rs.28000/-plus (GST & Toll Tax extra if applicable) for vehicle of O/o SE(MPT&S) Ajmer & Rs. 24000/- plus (GST & Toll Tax extra if applicable) for vehicle of XEN(MPT&S), Sikar and beyond 1500 km payment shall be done @ Rs. 9.00 per Km.

  
Superintending Engineer (MPT&S)  
RVPN, Ajmer 

# RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LIMITED



(Corporate Identity Number (CIN): U40109RJ2000SGC016485)  
Regd. Office: Vidyut Bhawan, Jyoti Nagar, Janpath, Jaipur-302005  
(An ISO 9001:2008 Certified Company)  
Office of the Superintending Engineer (MPT&S) RVPN, Ajmer  
Telephone: #91-145- 2622200, Fax: #91-145- 2622200  
Email: [se.mpts.ajmer@rvpn.co.in](mailto:se.mpts.ajmer@rvpn.co.in), Website: [www.rvpn.co.in](http://www.rvpn.co.in)

## **BID DOCUMENTS FOR HIRING OF VEHICLE (AC car Desire/Indigo/Etios/ similar vehicle ) AGAINST BID NO. 11M0012001 )**

Sealed bids in single part are invited from competent and experienced contractors/ firms/ vehicle owners/ transporter/ travel agencies for hiring of vehicle having vehicle registered as taxi **(AC car Desire/Indigo/Etios/ similar vehicle )** for O/o **SE (MPT&S), RVPN, Ajmer** as per details given below:-

BID No.	<b>11M0012001</b>
Type of bidding	OPEN Bidding
Work description	Hiring of vehicle <b>(AC car Desire/Indigo/Etios/ similar vehicle )</b> for a period of Nine (9) months w.e.f 01.07.2020 to 31.03.2021 for FY 2020-21
Start date of downloading/ purchasing of tender specification	09.06.2020 at 10:00 Hrs.
Deposit of Cost of Tender Specification & Earnest Money	24.06.2020 up to 14:00 Hrs.
Last date and time for bid submission	24.06.2020 up to 14:00 Hrs.
Date and time for opening of bid	24.06.2020 up to 15:00 Hrs.
Estimated cost	Rs. 294000.00
Tender cost	Rs. 1180 (Rs. 1000 + GST @ 18 %)
Bid security	Rs. 6000/-
Bid Validity	90 days from the date of opening of bid

### **GENERAL INSTRUCTION REGARDING BID:-**

1. The bidder, in their own interest are requested to read very carefully the bid documents before submitting the bid. The bidder can download bid documents from the website [www.rvpn.co.in](http://www.rvpn.co.in) <http://energy.rajasthan.gov.in/rvpn> & <http://sppp.rajasthan.gov.in>.
2. The bid should be addressed to the SE (MPT&S), Rajasthan Rajya Vidyut Prasaran Nigam Limited, Ajmer.
3. The bid shall be submitted in closed/sealed envelope duly super scribed "**Bid No. 11M0012001 for hiring of vehicle for the use in the O/o SE (MPT&S), RVPN, Ajmer**".
4. All additions and or alterations in the bid must be clearly initialed by the bidder.
5. Bids received late, from the date & time indicated above, due to any reason shall not be accepted for consideration & rejected and incomplete Bids may be rejected.
6. All the documents required as per specification like vehicle papers, driver papers etc. along with specification & G-Schedule shall be submitted by the bidder duly filled up in all respect with signature on each page.
7. The bid is being invited by the Superintending Engineer (MPT&S), Rajasthan Rajya Vidyut Prasaran Nigam Limited having office at Shastri Nagar, Ajmer-305001 (Rajasthan) and is to be dropped in Bid box or be delivered/submitted on afore mentioned address through registered post to the office before scheduled date & time.
8. Bid will be accepted up to 14.00 Hrs. of dated 24.06.2020 & will be opened on the same day i.e. of dated 24.06.2020 at 15.00 Hrs. in presence of bidders or their representative, who wish to be present.

Superintending Engineer (MPT&S)  
RVPN Ajmer

## **BID SPECIFICATION (BID No. 11M0012001 )**

### **SCOPE**

This specification covers the hiring of vehicle having vehicle registered as taxi (AC car Desire/Indigo/Etios/ similar vehicle) through contractors / firms / vehicle owners / transporter/ travel agencies for SE (MPT&S), Rajasthan Rajya Vidyut Prasaran Nigam Limited, Ajmer, The hired vehicle shall be used anywhere as per jurisdiction of the office where hired.

**SELECTION CRITERIA:** Bidder who having lowest total value in G schedule 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 new vehicle as per documents submitted along with bid.

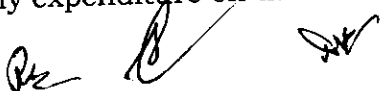
### **TERMS & CONDITIONS**

1. The procurement process shall be governed by RTPP Act, 2012 and RTPP Rules, 2013.
2. The procurement is being done through single stage/ single envelop bid.
3. RVPN does not bind itself to accept the lowest or any other bid and reserved the right to reject any or all bid(s) without assigning any reason thereof.
4. RVPN reserves the right to award this work wholly or partly to any other contractor also.
5. In case of any violation of terms & conditions of contract or unsatisfactory service/ performance, RVPNL reserves the right to terminate the contract at any time by giving 15 days notice in writing without assigning any reason thereof.
6. Conditional bids will not be accepted.
7. The contract shall be for a period of **Nine (9) months** approximately (w.e.f 01.07.2020 to 31.03.2021) and may be extended further 6 month subject to satisfactory working/ performance, if required by RVPN as per rules.
8. The procuring entity has reserved the rights to procure less than or more than the quantity i.e Kms specified in the bidding documents due to change in circumstances.
9. The bidder will have to quote the FIRM prices considering of all taxes, duties, R&M charges, POL, CPF contribution, EPF, ESI and other liabilities, except toll tax which is extra, if applicable.
10. The quoted rate(s) shall be valid for 90 days from the date of bid opening.
11. All taxes except GST and toll tax shall be borne by the contractor/firm/vehicle owner/ transporter/ travel agencies. Reimbursement of toll tax paid by the individual/contractor/firm shall be made on production of receipt of payment of toll tax. The GST will be applicable as per rules in force.
12. All legal deductions such as income tax (TDS), GST etc.(if any applicable) shall be made as per Law/Rules applicable at the time of payment.
13. The contractor shall deposit the performance security @5% of the awarded total contract value, either in cash or by crossed demand draft/Banker's cheque in the name of Accounts Officer (T&C), RVPN, Ajmer, within fifteen (15) days from the date of issue of the order. The performance security will be refunded after successful completion of the contract.
14. The contractor shall execute contract agreement on the Non Judicial Stamp paper as per applicable Stamp duty rules of Govt. of Rajasthan in the prescribed Performa within 15 days from the date of receipt of the order.
15. The whole responsibility to take care of all safety measures would be of contractor /firm/vehicle owners/transporter/travel agencies/driver. Any compensation payable for damages caused due to accident (fatal or non fatal) by his vehicle/ driver to any party/property shall be borne by the contractor only. RVPN will not be responsible for the same.
16. The working hours for hired vehicle would be 24 hours per day.



17. All the disputes arising out of the contract between the contractor and RVPN shall be subjected to the jurisdiction of the Court situated at Ajmer (Rajasthan) only.
  18. The contractor shall not assign the work to any other person to execute the work in part or full.
  19. No Dues certificate duly counter signed by the order issuing authority will be furnished along with the final bill.
  20. The bill is to be submitted monthly and payment shall be arranged on monthly basis. The contractor will have to furnish the information every month or with every bill in respect of deduction made towards CPF/EPF as per Govt. Rules/Act along with registration number of CPF/EPF of the driver engaged in connection with the execution of work from the date of its commencement and up to the date of completion of this work. If the contractor fails to furnish this information, no payment will be released till receiving of the said information.
  21. The hired vehicle may be parked in the premises of RVPN if space is available and if it is desired so. However in this case, the safety & security of the vehicle shall not be the responsibility of RVPN and it will be at the risk of the contractor.
  22. The monthly payment shall be made as below:
    - (i) For first 1500 Kms or less: rates shall be applicable as mentioned in G schedule by the bidder per month (GST extra, if applicable).
    - (ii) For additional running if any of vehicle (beyond 1500 Kms) as per rate quoted by the contractor.
    - (iii) Average running of this vehicle shall be around 1500 Kms.
22. Payment shall be made as per payment policy of Nigam.

#### 23. VEHICLE

- (i) Vehicle shall not be more than 6 years old as on the date of bid opening.
  - (ii) The vehicle should have valid taxi permit, certificate of "Pollution under control", "valid Insurance coverage" and up to date Road tax paid documents.
  - (iii) The Milometer of the vehicle must be accurate & in working condition.
  - (iv) All the documents of vehicle must be renewed, by the contractor at his own, time to time before its expiry of validity during the contract period.
  - (v) The vehicle(s) must ply on all those roads which are considered suitable by the concerned controlling officer of RVPN/ In-charge of the vehicle and his decision in this regard shall be final & binding.
  - (vi) Copy of all relevant documents of vehicle like taxi permit, registration, insurance, road tax, pollution under control etc. are to be submitted along with the bid & at the time of agreement.
  - (vii) All expenditure on repairs, maintenance, taxes, permits, road tax, pollution/ PUC certificate etc. will be borne by the contractor.
- (iv) DRIVER
- (i) Contractor has to provide driver with vehicle at his cost.
  - (ii) Driver must have valid commercial driving license for the entire period of the contract.
  - (iii) Full particulars of the driver(s) is to be given by the contractor at the time of providing the vehicle to the incharge of vehicle.
  - (iv) Driver should be well dressed in uniform prescribed by transport department & well behaved, any misbehavior by the driver shall be construed unsatisfactory service.
  - (v) Driver must not smoke or drink liquor while on duty and must not be under intoxication while on duty.
  - (vi) The successful contractor shall provide sufficient money with the driver so that he can meet the expenditure on any incidental repairs/maintenance etc. during working hours, when the vehicle is on duty. The Nigam under no circumstances will incur any expenditure on these items.
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- (vii) A log book for each vehicle will be maintained by the driver for recording daily, opening & closing kilometer reading of each journey performed (Performa enclosed).
  - (viii) The contractor should provide immediately alternate arrangement for driver/vehicle who are having valid documents as prescribed, in case of non functioning during the journey.
  - (ix) All expenditure on driver will be borne by the contractor. The salary of the vehicle driver will be paid by the contractor of the vehicle.
  - (x) The whole responsibility of insurance of the vehicle driver would be of the contractor/firm/vehicle owners/transporter/ travel agencies.
  - (xi) In light of decision of Hon'ble High court of Rajasthan, Jaipur in writ petition 372/2013 in the matter of Anokh Bai & others versus State & others, the minimum wages to the driver shall be ensured by the contractor/firm/individual and a certificate for the same has to be submitted by the contractor/firm/ individual every month in the enclosed format.
- (v) PENALTY
- (i) In case vehicle is not provided on a day, prorata deduction from monthly charges will be deducted (i.e. fixed monthly charges) per day.
  - (ii) However, on any account if the vehicle is not provided continuously for seven days without permission, it will be construed as unsatisfactory performance, it will be lawful for the NIGAM, to forfeit performance security deposit furnished by the contractor in the form of cash/Demand Draft/Banker's cheque and terminate the contract, at his absolute discretion of the purchaser/hirer of the vehicle/ Nigam.
  - (iii) Sanitization clearing/mask wearing etc. penalties.
24. In case death of vehicle owner, the work order shall automatically be withdrawn/ cancelled with immediate effect without any correspondence.
25. In case vehicle owner need to replace the vehicle which is plying on road by some other vehicle of same kind, prior approval from work order placing authority is required.
26. A format of log sheet to be maintained for hired taxi vehicle is enclosed.
27. Documents to be submitted with bid by contractor/firm/individual/ transporter/ travel agencies which shall be valid on opening of bid;
- (i) Copy of registration of vehicle
  - (ii) Copy of receipt of pollution under control
  - (iii) Copy of road tax paid
  - (iv) Copy of insurance of vehicle
  - (v) Copy of taxi permit (part A & B)
  - (vi) Copy of GST registration certificate, if registered.
  - (vii) Copy of PAN card
  - (viii) Copy of fitness certificate of vehicle
  - (ix) Copy of Bank passbook.
28. GST will be paid extra if bidder is having GST registration and bidder quoted rates at the time of bid submission.
29. If bidder obtaining the GST registration after submission of bid then the rate given by him shall be taken as inclusive of GST.



**G - SCHEDULE (BID No- 11M0012001 )**

**BOQ for hiring of vehicle:-** Must be filled in by the bidder and enclosed with the relevant bid.

S. N.	Particular	Qty. of vehicle to be hired (in No.)	Period	Total period for hiring (In months) (approx.)	Unit	Unit rate for per month hiring of vehicle (in Rs.)	Total hiring amount for 09 Month (in Rs.) (3x5x7)
1	2	3	4	5	6	7	8
1.	Hiring of one number diesel variant vehicle (AC car Desire/Indigo/Etios/ similar vehicle) with all taxes, duties, driver, POL, R&M of vehicle, CPF contribution, EPF, ESI and other liabilities, except GST & toll tax for 24 hrs per day basis. The vehicle should be in good condition & not more than six years old as on date of bid opening. Rate should be quoted including minimum running up to 1500 Km. per month	1	(01.07.2020 to 31.03.2021)	09 Month	Per Month (for 1500 Kms)		
2.	For additional running if any of vehicle beyond 1500 KM (with same terms & conditions as at S.No. 1 above) payment for additional running beyond 1500 KMs shall be for actual running as per quoted rate.				<i>Per km</i>		
3.	GST@ 5% or 12% or Nil	Quote here @ 5% or 12% or Nil				-----	
	G.Total including GST (GST shall be dealt as per Item no. 28 & 29 of T&C)						

- Rates are exclusive of Toll tax.

Note:- Time period for hiring of vehicle indicated as nine (09) months is tentative which may be revised at the time of awarding of contract.

Name of bidder -

Mobile No. -

Address -

*Be*

*B*

*SK*

Signature of bidder

**DAILY LOG SHEET FOR HIRED TAXI VEHICLES**  
(To be used and signed in Tripbooks)

Vehicle No.	Date	Duty Start Time	Reporting Place	Opening KMs. reading	Details of Journeys undertaken	Closing KMs. reading	Total KMs traveled (figures and Words)	Closing Time
1.	2.	3.	4.	5.	6.	7.	8.	9.

Vehicle require next  
10.

Place :  
Date :  
Time :

(Signature of OIC)  
11.

Name :  
Date :





**Format of Certificate**

It is certified that I/We (Name of Contractor/Firm /individual) ----- has/have paid wages complying the provisions of the Minimum Wages Act, 1948 for the month of ----- . Further, I/We hereby certify that I/We have also complied with the provisions of all relevant Act and Rules.

Dated:

Signature of Authorised Signatory

(Name)-----

Name of the Contractor/Firm/  
Individual (with Seal)

*[Handwritten signatures]*

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

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

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

(A). ABldd

**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**

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**APPENDIX**

**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 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.



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**Annexure -B: Declaration by the Bidder regarding Qualifications**

**Declaration by the Bidder**

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

Signature of bidder

Place

Name:

Designation:

Address:





## Annexure -C: Grievance Redressal during Procurement process

The designation and address of the First Appellate Authority is PC-E1 i.e. CE (MPT&S), RVPN, Ajmer, SE (MPT&S), RVPN, Ajmer and RAO(T&C),RVPN, Ajmer.

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

### (1). Filling 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 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 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 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 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.

