

**RAJASTHAN STATE MINES & MINERALS LTD.**

(A Government of Rajasthan Enterprise)

SBU & PC - ROCKPHOSPHATE

Jhamarkotra Mines, P.O. Jhamarkotra-313015, Dist. Udaipur

GSTN : 08AAACR7857H1Z0

LIMITED TENDER ENQUIRY

To	Enquiry Ref. No.: RSMM/JKT/LAB/NABL-ISO 17025:2017/2025/104 Date: 11-07-2025 Submission Due Date: 13-08-2025 upto 3:00 PM Opening Due Date: 13-08-2025 at 3:30 PM
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Dear Sirs,

Lowest quotations in Sealed tenders are invited for **hiring of Internal Auditor cum Consultant for a period of three years** to render consultancy services for maintaining QMS ISO 17025 : 2017 Certification issued to Central Laboratory, Jhamarkotra Mines, RSMML by National Accreditation Board for Testing and Calibration Laboratories (NABL).

Brief Description of work		Contract Period	Bid security / EMD (in Rs.)
Hiring of Internal Auditor cum Consultant for a period of three years to render consultancy services for maintaining QMS ISO 17025 : 2017 Certification issued to Central Laboratory, Jhamarkotra Mines, RSMML by National Accreditation Board for Testing and Calibration Laboratories (NABL). Validity of certification is upto 04-04-2029. <u>Scope of accreditation are as below:-</u> Discipline / Group: CHEMICAL- ORES & MINERALS Products tested: Rock Phosphate/Beneficiated Rock Phosphate Ore Component, parameter or characteristic tested: 1. Moisture 2. Total Phosphorous (as P ₂ O ₅) Test Method: 1. IS 11224 (Clause No. A-8) for moisture 2. IS 11224 (Clause No. A-3.2) for Total Phosphorous		03 years	Rs. 3000/-
Period of downloading of tender documents	From 11-07-2025 to 13-08-2025 up to 3:00 pm.		
Last Date & Time of Submission of offer	Dated 13-08-2025 up to 3.00 pm		
Date of opening of Tender	Dated 13-08-2025 at 3.30 pm at C. O. Udaipur		

Before submitting offer bidder shall be in agreement with **Terms & Conditions of the Contract** at Annexure-I.

INSTRUCTION FOR PREPARATION & SUBMISSION OF TENDER

- Place of Submission of Tender:** Tender should be submitted before due date & time at the office of Senior Manager (F&A), Marketing Department, Corporate Office, 4, Meera Marg, Udaipur-313001

2. **Place of opening of Tender:** Tenders would be opened on the due date & time at the office of Senior Manager (F&A), Marketing Department, Corporate Office, 4, Meera Marg, Udaipur-313001
3. **PRE-QUALIFICATION CRITERIA (PQC):** (Details at Annexure III shall be filled)
 - a. The tenderer should have minimum annual turnover of **Rs. 1.5 Lacs** in last three financial years i.e. 2022-23, 2023-24 & 2024-25. Support documents shall be submitted.
 - b. Intending tenderer / bidder must have at least 3 years experience for similar work of consultancy services related to QMS ISO 17025 : 2017 Certification issued by NABL. Relevant documents in bidder's name shall be enclosed.
 - c. Bidder should not have been blacklisted in any Government organisation. An undertaking in this regard must be submitted. Submit Undertaking at Annexure-IV on Non Judicial stamp paper of Rs. 50/- OR appropriate value.
 - d. Bidder shall attach Competence certificate for Internal audit of QMS ISO **17025 : 2017**
4. Tenderers are required to submit their tenders in three separate sealed envelopes:
 - a. Envelope-1 "**Techno Commercial Bid**" which shall contain following:-
 - i. Requisite BID SECURITY as per provisions mentioned in the tender document
 - ii. One copy of complete tender document duly filled and sealed & signed on each page by the tenderer as a token of acceptance of scope of work, terms & conditions of tender
 - iii. Documents as desired in PQC, Copy of the PAN card & GST registration Certificate
 - iv. Undertaking as per Annexure-IV on Non Judicial stamp paper
 - v. Filled Annexure II & Annexure III
 - vi. In accordance to recent RTPP Rules, 2013, following annexure have been attached:- Annexure VI, Annexure VII, Annexure VIII & Form No. 1
 - b. **Envelope-2 "Price Bid" which contains price proforma as per Annexure -V**
 - c. Envelope-3 containing **Envelope-1** and **Envelope-2**. Envelope-3 shall be sealed and superscripted in bold letters with the **Tender No., Name of the tenderer, Due Date and "Quotation to render Consultancy services for maintaining QMS ISO 17025 : 2017 Certification issued to Central Laboratory, Jhamarkotra Mines, RSMML by NABL"**
5. Offer should be valid for a period of 6 months from the date of tender opening.
6. RTPP Act, 2012 and RTPP Rules, 2013 shall be applicable along with its Amendments/Clarifications issued by GoR from time to time
7. **EARNEST MONEY DEPOSIT/BID SECURITY (EMD):** An earnest money deposit of Rs. 3000/- (Rupees Three Thousand only) in the form of demand draft drawn in favour of RSMML, Udaipur / Jhamarkotra, shall be submitted along with the bid, failing which the bid shall not be considered valid. EMD of successful bidder will either be adjusted against SD or refunded after submission of SD. EMD of unsuccessful bidders will be refunded on award and acceptance of the contract by the successful bidder. The EMD of non- qualified bidders shall be refunded forthwith..

For RAJASTHAN STATE MINES & MINERALS LIMITED,

Senior Manager (LAB)

I/ We have studied the above terms and conditions and having understood the same in true sense and spirit I/We shall abide by and adhere to the above terms and conditions fully.

Signature of Tenderer with official stamps

Date & Place:

Copy to: Senior Manager (F&A), Mktg, CO/CF

TERMS AND CONDITIONS OF THE CONTRACT

1. RSMML reserves the right to accept or reject any or all quotations without assigning any reasons.
2. The rates quoted by the tenderer shall remain "FIRM" during the validity of the offer and no change whatsoever will be considered. No tenderer shall be allowed to revise its original price.
3. The tender/offers shall not include any conditions whatsoever. In case, any conditions are included in the quotation the same may not be taken into consideration. Offer in such cases is liable to be rejected. Incomplete and unsigned quotations are liable to be rejected.
4. **INSURANCE:** Before commencement of the work the Contractor shall ensure that Consultant attending the work at Jhamarkotra Mines, RSMML are covered by suitable insurance against any injury during execution of the contract. It is expressly understood that the risk, cost and consequences of the failure to arrange for insurance coverage as specified above, solely shall be at the cost of contractor and to his/their account. RSMML will not have any responsibility or liability thereof.
5. **SITE VISIT**
 - a. Tenderer at his own responsibility, cost and risk, is encouraged to visit and examine the site of work and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for the work. Cost of visiting the site shall be at Tenderer's own expense.
 - b. It shall be deemed that the Tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto, whether he actually visits the site or not before submitting the bid.
6. **SCOPE OF WORK:**
 - a. Organizing mandatory Internal audit of the laboratory in accordance with ISO/IEC 17025:2017 and Management review meeting
 - b. Final Review and Mock Assessment to review the preparedness of the laboratory for final assessment
 - c. Resolution and closing of non-conformities raised during final assessment of the laboratory and any comments from the accreditation committee
 - d. Provide support for suggesting Corrective actions against the raised Non-conformities
 - e. Informing about latest updates and required modification in the documents
 - f. Enhancement of scope as and when required
 - g. In house Test Method validation & addition in the Scope as and when required
 - h. Assisting in the PT/ILC organization
 - i. any assistance required during the online application submission for surveillance/renewal to NABL
 - j. Free online / telephonic / email support as per requirement during contract period.
 - k. any other related works etc.
7. **PERIOD OF CONTRACT:** The contract period is **3 Years** from the date of issue of Work Order. However it may be extended on same rates, terms & conditions on mutual consent.
8. **Time Schedule of work:** Visits required will be intimated through email / letter 1 month in advance to the contractor. Contractor has to be present at our Laboratory as per schedule in the intimation email / letter.

9. **COMPENSATION:**

In case Contractor fails to provide consultancy as per schedule in intimation email as mentioned at Time Schedule of work, the company may recover a pre determined and agreed compensation @ 1% of the total contract value on weekly basis from the contractor subject to maximum 10% (Ten percent) of contract value.

10. **Visits:** Three visits per year and total Nine Visits for the period of three years. Each visit will be for one day but if work is not completed on same day then next day will be counted in the same visit i.e. both days will be considered as one visit only.

11. **Allowances:** Lodging, Boarding, travel expenses, local conveyance i.e. to & from Udaipur to Jhamarkotra etc. is to be borne by the consultant.

12. **Charges:** The surveillance / Re-Certification audit fee should not be included in Consultancy Charges.

13. **SECURITY DEPOSIT:**

- a. The successful bidder / tenderer shall furnish Security Deposit equal to 10% of the accepted total Contract value through account payee Demand Draft in favour of RSMM Ltd. payable at Udaipur/Jhamarkotra within 30 days of the issuance of such communication of acceptance of tender/LOA, for due fulfillment of all or any of the terms & conditions of the contract.
- b. The entire Security Deposit shall be refunded after six months of the expiry of contract, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered "No claim and No Dues Certificate" to the Company.
- c. The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.
- d. The Company may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- e. All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the Company on any account and in the event of the such amount being insufficient, the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered from the security deposit.
- f. No interest is payable on Security Deposit Amount

14. **ADDITIONAL PERFORMANCE SECURITY:-**

- (1) In addition to Performance Security as specified in rule 75 of RTPP Act & rules, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

Explanation: For the purpose of this rule-

- (i) Unbalanced Bid means any bid below more than fifteen percent to Estimated Bid value.
- (ii) Estimated Bid Value means estimated value of the work as mentioned in bidding documents.

- (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
- (2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor.

The Company may recover the Additional Performance Security by way of additional deductions from the payment due to the contractor. No interest is payable on Additional Performance Security amount.

15. **PAYMENT TERMS AND CONDITIONS:**

The contractor shall raise bills on Visit basis after successful completion of consultancy work during the visit. Bills shall be raised in triplicate to the Engineer In charge. Payment shall be released within 30 days of receipt of bills duly verified by Engineer In charge. The rates as accepted by the Company shall only be considered for billing purpose. The Company shall deduct Income Tax at source at prevailing rate from the bills of the contractor. Other statutory taxes shall also be deducted from the bills as applicable from time to time. **Taxes and duties will be charged on actual basis.**

- a. No payment in advance shall be considered.
- b. Payment will be made Visit basis after satisfactory services verified by Engineer-in-charge. No extra charges will be paid for the work.
- c. The rate shall remain firm during the contract period and no escalation is payable on any account. No extra/separate payment or charges shall be paid on account of any reason.
- d. Amount payable/ recoverable for any subsequent change in the duties, taxes, and other levies payable by the contractor under the contract will be made to/from the contractor after departmental verification of such changes of tax law issued by statutory authority. **Taxes and duties will be charged on actual basis.**

16. **LEGAL & STATUTORY OBLIGATIONS:** The contractor shall perform the work in accordance with all applicable Acts, statutory rules and regulations now in force or enforced subsequently.

17. **TERMINATION OF CONTRACT**

- a. In case services are found to be unsatisfactory or in case of breach of contract the contract may be terminated after giving due notice. In such an event SD may be forfeited.
- b. In case RSMML decides to terminate the contract, 10 days notice for the same will be given to the agency.
- c. RSMML reserve right to terminate/ cancel the Notification of award/ Letter of Intent/ Work order at any time for any reason without any liability on RSMML

18. **DISPUTES & JURISDICTIONS:**

- a. The place of the contract shall be Udaipur (Rajasthan). In cases of any differences, the same shall be resolved by mutual discussions and agreement. However the decision of Group General Manager, SBU & PC Rock phosphate, would be final and binding to the contractor.
- b. No courts other than the courts located at Udaipur- Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender.
- c. The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

19. **EXCEPTIONS & DEVIATIONS:** In case of any deviation of the above tender conditions, a separate deviation statement be prepared and enclosed with Technical Bid of the offer.

20. **FORCE MAJEURE:** Neither the Consultant nor the company shall be considered to be in default in the performance of their respective obligations under this contract if

such performance is prevented or delayed because of the conditions constituting force Majeure which shall include but not limited to notice/s from the Directorate of Mines Safety , other Statutory Authority, Civil Commotion, Fire accidents, epidemics, war, acts of God or because of any law, order,

21. **CONTRACT AGREEMENT:**

The Consultant shall execute a contract agreement within a period of 30 days of issuance of work order on a Non-judicial Stamp Paper of appropriate value (to be borne by the contractor) towards this work and to safeguard RSMML property.

For RAJASTHAN STATE MINES & MINERALS LIMITED,

Senior Manager (Lab), Jhamarkotra

I/ We have studied the above terms and conditions and having understood the same in true sense and spirit I/We shall abide by and adhere to the above terms and conditions fully.

Signature of Tenderer with official stamps

Date & Place:

TECHNO COMMERCIAL OFFER

RAJASTHAN STATE MINES AND MINERALS LTD. UDAIPUR (A Government of Rajasthan Enterprise)

Annexure-II

Name of work: "Hiring of Internal Auditor cum Consultant for a period of three years to render consultancy services for maintaining QMS ISO 17025 : 2017 Certification issued to Central Laboratory, Jhamarkotra Mines, RSMML by National Accreditation Board for Testing and Calibration Laboratories (NABL)."

LE No.: RSMM/JKT/LAB/NABL-ISO 17025:2017/2025/_____ **Date:** 11-07-2025

GENERAL INFORMATION ABOUT THE TENDERER

S. No.	Particulars	To be filled in by the bidder
1	Name of Agency	
2	Details of EMD	
	(i) Amount	
	(ii) Draft No./Bankers Cheque	
	(iii) Date	
	(iv) Issuing Bank	
3	Detailed Office Address, email address, Telephone Number, Mobile Number and Name of Contact Person	
4	PAN Number (copy to be enclosed)	
5	GSTN (copy to be enclosed)	
6	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India (If no, An undertaking in this regard must be submitted "Annexure-III")	
7	Length of Experience in the Field (enclose documents in support)	
8	List of other clients	
9	Exceptions & Deviations (if any)	
10	Bank Details for online transfer of EMD Bank	
	Account Number:	
	Banker Details:	
	a)Name:	
	b)Branch No.:	
	c)Address:	
	d)IFSC Code:	
	e)Type of A/c: (Saving/Current/CC/any other):	

Declaration: I/We hereby undertake that all terms and condition as mentioned in the tender document are acceptable to me/us and have been sealed and signed by me/us as a token of our acceptance of the terms & conditions mentioned therein.

Date:

Signature of tenderer with office seal
(Indicate capacity of the tenderer)

Place

Proprietor/Partner/Manager/Director

EXCEPTIONS AND DEVIATION
(On the letter head of the tenderer firm)

Name of work: "Hiring of Internal Auditor cum Consultant for a period of three years to render consultancy services for maintaining QMS ISO 17025: 2017 Certification issued to Central Laboratory, Jhamarkotra Mines, RSMML by National Accreditation Board for Testing and Calibration Laboratories (NABL)."

LE No.: RSMM/JKT/LAB/NABL-ISO 17025:2017/2025/_____ **Date:** 11-07-2025

Tenderer may stipulate here exceptions and deviations to the tender conditions, if considered unavoidable.

No.	Page No. of tender document	Clause No. of tender documents	Subject	Deviation

I/We have not enclosed any additional condition and or deviations from the tender conditions along with "Price Bid".

If any such additional condition and/ or deviation is found in the "Price Bid", then same may be ignored and treated as withdrawn from our side.

Signature with name & seal

Date

Place

AFFIDAVIT

(on non judicial stamp paper worth Rs.50/- or appropriate value)

Name of work: "Hiring of Internal Auditor cum Consultant for a period of three years to render consultancy services for maintaining QMS ISO 17025 : 2017 Certification issued to Central Laboratory, Jhamarkotra Mines, RSMML by National Accreditation Board for Testing and Calibration Laboratories (NABL)."

LE No.: RSMML/JKT/LAB/NABL-ISO 17025:2017/2025/_____ **Date:** 11-07-2025

Name of Tenderer.....

I,.....S/o Shri.....aged..... Years, resident of..... on behalf of the tenderer i.e. M/s..... hereby undertake oath and state as under:-

1. I / We are not having or had any litigation with the RSMML/any other company in relation to the work. In case of litigation with RSMML or any other company, I/we hereby undertake that such litigation will not restrict me/us in smooth execution of tendered work.
2. I / We have not been banned / suspended /de-listed by RSMML. or any government organisation / department.
3. I / We declare that I/We have not mentioned any exception /deviation of the tender conditions anywhere else in our offer &
4. I / We declare that price bid is in prescribed & no conditions are attached to it. Even if any conditions /s found, those would be ignored at the risk & cost of us.
5. That we are registered under MSMED act & the registration number of the firm is..... (Copy enclosed).

Or

That we are not registered under MSMED act.

6. 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 of the tender document and all terms& conditions of this tender and these are acceptable to we/us.
7. I/We do hereby declare that I/We have fully read and understood the provision of Rajasthan Transparency in public procurement Rules 2013 and all terms& conditions mentioned therein are acceptable to we/us.
8. I hereby declare that as on date no default has been made by us towards payment of GST and all returns up to the last date of submission of bid have been filled by us.

Signature of Tenderer (s)
(Authorised Signatory)
With seal

Place:
Date:

PRICE BID

Charges for Hiring of Internal Auditor cum Consultant for a period of three years to render consultancy services for maintaining QMS ISO 17025 : 2017 Certification issued to Central Laboratory, Jhamarkotra Mines, RSMML by National Accreditation Board for Testing and Calibration Laboratories (NABL).

LE No.: RSMM/JKT/LAB/NABL-ISO 17025:2017/2025/_____ Date: 11-07-2025

S. No.	Description / Specification	Rate Per Visit	Total Rate for 3 years (9 Visits)
1	<p>Hiring of Internal Auditor cum Consultant for a period of three years to render consultancy services for maintaining QMS ISO 17025 : 2017 Certification issued to Central Laboratory, Jhamarkotra Mines, RSMML by National Accreditation Board for Testing and Calibration Laboratories (NABL). Validity of certification is upto 04-04-2029. Scope details are as below:-</p> <p>Discipline / Group: CHEMICAL- ORES & MINERALS Products tested: Rock Phosphate/Beneficiated Rock Phosphate Ore Component, parameter or characteristic tested: 1. Moisture 2. Total Phosphorous (as P₂O₅) Test Method: 1. IS 11224 (Clause No. A-8) for moisture 2. IS 11224 (Clause No. A-3.2) for Total Phosphorous</p> <p>Note: Rates are for Scope of Work mentioned at Annexure-I Point-6. Rates must be entered in figures and words. In case of difference between quoted rates in words and figures, the lower of the two shall be considered. The agreed price shall remain in force till the entire period of the contract. No overwriting shall be entertained. In case of overwriting, it should be made legible and signed by the bidder.</p>		
	Applicable Taxes		
	TOTAL		

Signature of the tenderer with seal

Note:-

1. The rates shall be Inclusive of all the expenses, taxes, duties & levies except GST.
2. Taxes and duties will be charged on actual basis.
3. Payment will be made within 30 days of receipt of bills after each visit and successful completion of consultancy services during the visit certified by the Engineer In charge.
4. Rates must be entered in figures and words.
5. In case of difference between quoted rates in words and figures, the lower of the two shall be considered.
6. The agreed price shall firm / fixed and in force till the entire period of the contract.
7. No overwriting shall be entertained. In case of overwriting, it should be made legible and signed by the bidder.

Signature of the tenderer with seal

Compliance with the Code of Integrity and No Conflict of Interest

(To be submitted - part – I of the offer)

Any person participating in a procurement process shall –

1. 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;
2. Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
3. Not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
4. Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
5. 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;
6. Not obstruct any investigation or audit of a procurement process;
7. Disclose conflict of interest, if any, and
8. 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.

9. 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:
 1. Have controlling partners/shareholders in common; or
 2. Receive or have received any direct or indirect subsidy from any of them; or
 3. Have the same legal representative for purposes of the bid; or
 4. 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
 5. 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
 6. 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
 7. 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.

Declaration by the Bidder regarding Qualifications**Declaration by the Bidder**

In relation to my/our Bid submitted to For procurement of in response to their Notice Inviting Bids No. Dated I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document.
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons.
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding of 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;

Signature of bidder
Name:

Date
Place
Designation:
Address:

The designation and address of the First Appellate Authority is –

Principal Secretary to the Government of Rajasthan,
Department of Mines & Petroleum,
Secretariat,
Jaipur

The designation and address of the Second Appellate Authority is –

Principal Secretary to the Government of Rajasthan,
Department of Finance,
Secretariat,
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 thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose 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 the Procuring Entity, as the case may be, may file 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:-

- i. determination of need of procumbent;
- ii. provisions limiting participation of Bidders in the bid process;
- iii. the decision of whether or not to enter into negotiations;
- iv. cancellation of a procurement process;
- v. 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 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 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 document, 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.

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

Appeal No. of
Before the(first/second Appellate Authority)

1. Particular 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 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. Ground of appeal :
.....(Supported by an affidavit)
7. Prayer:
.....

Place
Date
Appellant's Signature