

Government of Rajasthan
Department of Tourism
Hotel Khasa Kothi Campus M.I. Road, Jaipur.302001
(Telephone:-0141-5155111,145 Telfax. 0141-5155100)
Email-ff-dot@rajasthan.gov.in

No. F4(197)/F&F/Hot Balloon Fest./bid/2014/

Dated:

The Director,
DIPR, Jaipur

Sub. :- Publication of OPEN COMPETITIVE BID

Sir,

Attached herewith is an “OPEN COMPETITIVE BID” Organizing two days International Hot Air Balloon Festival at Bharatpur during Brij Holi Festival 2015(28th Feb- 01st March), for publication in following newspapers forthcoming editions:-

1. One regional level newspaper.
2. One State Level newspapers (all Rajasthan)-Preferably RP/DB.
3. DIPR Website
4. State Public Procurement Portal

Yours Sincerely,

Additional Director (Adm.)

No. F4(197)/F&F/Hot Balloon Fest./bid/2014/

Dated:

Copy for information and necessary action to the following:-

1. P.S. to Principal Secretary, Tourism, Jaipur
2. P.S. to Director, Tourism, Jaipur
3. Financial Advisor, DOT, Jaipur
4. ACP Dy. Director (I.T.), DOT to upload the OCB document on Dept. website and upload at State Public Procurement Portal.
5. Notice Board

Deputy Director (F & F)

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Dated:

Notice Inviting Bid

Sealed technical (creative) and financial bids are invited from eligible, experienced and interested firms for following works:-

| S.N. | Work | Estimated cost of work | Last date & time for submission of bids | Date & time for opening of received bids |
|------|---|------------------------|---|--|
| 1. | Organizing two days International Hot Air Balloon Festival at Bharatpur during Brij Holi Festival 2015 (28 th Feb- 01 st March) | Rs. 25.00 lacs | 29.01.2015 1.00 pm | 29.01.2015 3.00 pm |

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

Additional Director (Adm.)

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Form No. A – Technical Bid

NIB No. /2014-15

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

We, the undersigned, declare that:

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

Technical Bid for Organizing two days International Hot Air Ballooning Festival at Bharatpur during Brij Holi Festival 2015(28th Feb-01st March 2015):-

(Please fill the fields and enclose supporting documents)

| S.N. | Particular | Supporting document page No. |
|-------------|--|-------------------------------------|
| 1. | Name & Address of the Firm Tel/Fax/email | |
| 2. | Date of Establishment of company (enclose evidence) | |
| 3. | Nature of company: whether exclusive company or separate division. (Enclose evidence/certificates of registration) | |
| 4. | Is your firm a proprietorship, partnership or registered under the Companies Act. Please give details & enclose Certificates. | |
| 5. | Branches (enclose details with address & telephone no.) | |
| 6. | Annual turnover in last two years (2012-13 & 2013-14) (Enclose audited profit & loss account and balance sheet with C.A. certificate) | |
| 7. | Total work experience in the field Hot Air Ballooning (In years) | |
| 8. | List of such exclusive events in last three years. (2011-12 to 2013-14) Attach list with brief details and proof of work done, copies of work orders, payments proof. | |
| 9. | Details of Income Tax Registration and PAN No. | |
| 10. | Service-Tax Registration details, (Enclose latest Service tax clearance certificate) | |
| 11. | Professional set up (Complete details of staff, Designers & others) Enclose list. (Separate sheet for technically qualified staff) | |
| 12. | List of present clients & sample of recently works done (enclose) | |

| | | |
|-----|--|--|
| 13. | DD/BC of Rs. 400/- as bid document fee in favour of Director, Tourism, Rajasthan payable at Jaipur | |
| 14. | DD/BC of Rs. 50000/- as bid security fee in favour of Director, Tourism, Rajasthan payable at Jaipur | |
| 15. | Declaration by bidder under section 7 of RTPP act 2012(Anex. A & B) | |
| 16. | List of Balloons and Balloonists | |
| 17. | Creative (Concept Plan) enclosed (Y/N) | |
| 18. | Any other information | |

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

Signature on behalf of firm with seal

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Form No. B – Financial Bid

NIB No. /2014-15

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

Technical Bid for Organizing two days International Hot Air Ballooning Festival at Bharatpur during Brij Holi Festival 2015 (28th Feb-01st March 2015):-

| Details | Bid Price Including all Expenses, Taxes and Duties etc. (Amount in Rs.) |
|---|--|
| Total cost of work which Department has to bear. Organizing two days International Hot Air Ballooning Festival at Bharatpur during Brij Holi Festival 2015 (28th Feb-01st March 2015) (Work Mentioned in form No. C) | |

Bid Price In Words.....

Signature on behalf of the firm with seal

Note : Financial Bid will be in separate sealed envelope

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Form No. C – Scope of work and Special Conditions of the Bid

NIB No. /2014-15

Bid document for Organizing 2 days International Level Hot Air Ballooning Festival in Bharatpur during Brij Holi Festival 2015.

Department of Tourism, Government of Rajasthan intends to organize a two day International level Hot Air Ballooning Festival in Bharatpur during Brij Holi Festival 2015, which will be held on 28th February & 1st March, 2015. Clubbing it with colorful Holi festival, the aim of organizing this activity is to create a world class ballooning event that will actively and uniquely promote Rajasthan as an innovative adventure tourism destination.

The estimated cost of the project is Rs.25 lacs

The scope of work for event manager is as below:-

1. Arrange a minimum of 10 hot air balloons of different sizes and colors operated by expert and authorized pilots / fliers from overseas and India to organize tethered and free hold flights among themselves and for the visiting tourists during the two day event. Out of 10 balloons teams, at least 5 teams should comprise of foreign pilots.
2. Details of expected number of tethered and free hold flights per day will have to be mentioned specifically in the bid.
3. Complete arrangements of board, lodging and transport of the balloonists.
4. Arranging competitions of ballooning among the expert pilots including teaching of balloon flying skills to the interested aspirants.
5. An exhibition of balloon, balloon basket, balloon flying machines and other equipments, safety kits etc will be arranged.
6. All facilities and inputs such as rest rooms, store, seating, anchor, refreshment, light & sound etc related to organizing the ballooning events in day & evening has to be arranged by the successful bidder.

Requirements from the event manager/company proposing to handle the event:-

1. The firm should have requisite permit issued from civil aviation authorities such as DGCA to organize such events.
2. The firm should have requisite permission from District Administration & Local Administration to organize such events.
3. The firm selected for the job will have to obtain necessary permits from DGCA according to the requirements of the event.
4. The balloons should have valid certificates of airworthiness.
5. The company will be required to obtain necessary approvals / clearances/coordination for the flights from Airports Authority of India, state authorities and ATC units as per DGCA rules & guidelines.
6. The flights must be flown as per guidelines of DGCA.
7. The balloons should be equipped with appropriate radio receiver communications facilities with the nearest ATC units.
8. The balloons are required to be flown by well trained, experienced and license holder pilots.
9. Sufficient technical knowledge in hot air balloon operations required.
10. The ground crew handling the job should also be highly trained and experienced.
11. Internationally practiced safety norms should be followed.
12. All flights including the passengers on board should be insured.
13. Arrangements of medical facilities near activity area are mandatory.
14. Any other thing as per directions of departmental authorities .
15. The event manager/company will be solely responsible for planning and executing the event in a way to make it an exhilarating, magical and unforgettable experience for the tourists and adventure lovers at the same time adhering to all prevalent safety and security norms making it completely accident proof. The department will under no circumstances will bear any cost arising out of any claim related to accident, loss of life or equipment, malfunctioning of the balloons or natural calamity during the course of the event.

DECLARATION BY BIDDERS

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

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

Signature of the Bidder with stamp

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NIB No. /2014-15

-: GENERAL CONDITIONS OF BID:-

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

1. The firm must either be exclusively a firm doing such assignments or a firm having exclusively defined division within the company which handles such assignments.
2. Recognized affiliation with the Indian tourism industry is required.
3. The company should also have a minimum turnover of Rs. 1.00 crore P.A during last two financial years. Audited Accounts along with certificate of C.A. should invariably be attached with bids.
4. The company should have 3 years proven experience in planning, organization and operation of similar hot air ballooning or aviation industry event.
5. Bid Security will have to deposit equal to 2% of the total estimated value of work. Work performs security will be equal to 5% of total estimated value of work.
6. The technical and financial bid offers will be submitted in separate sealed envelopes, Technical bid envelope containing the creative and technical details as per technical bid document. The two envelopes shall be super scribed accordingly.
7. D.D./B.C.s of Rs. 400/-as bid document fee and Rs. 50000/= bid security in favour of Director Tourism, Rajasthan payable at Jaipur shall have to be attached along with the technical bid.
8. The scope of the work mentioned in bid may be reassessed on site before execution of works for reasonability. Concept plan and all designs have to be got approved by the department. For any additional work having financial implication which is outside the scope of work but has to done by the agency on the request of the department, a committee of officers will examine the reasonability of claims and recommend to the Director Tourism.
9. Technical bids will be opened first. Before opening the financial bids of the technically qualified firms, the pre qualified agencies shall be asked to make a power point presentation before the designated committee of department formed for the purpose. Based on these presentations, the committee shall decide to open the financial bids of the agency/agencies whose presentations are found to be satisfactory and as per requirements of the event. AV presentations will be considered as technical part of the bidding process.
10. In the selection of the successful bidder, due weightage will be given to the lower bid amount however overall understanding of the project, creative elements in the presentation and past experience will also be the crucial selection criteria.
11. Number of flights/passenger seats (tethered and free hold) to be provided to Department of Tourism for its use for dignitaries and department's guests each day will have to be quoted in the bid. It is understood that this assurance may not be fulfilled if flying conditions are not suitable.

12. Selected firm will have to sign an agreement with Department of Tourism on Rs 1000/- non judicial stamp paper.
13. The agreement between the firm and Dept. of Tourism may be terminated any time if it is found that the firm is unable to organize the event or can't maintain the safety & creative standards of the show or violates any of the conditions stipulated by the Department.
14. Selected firm may attempt and sell tethered and free hold flights during the festival. Revenue generated will be deducted from the amount payable to the firm. Details of the proposed tariff will have to be quoted in the bid.
15. Department of Tourism will make efforts to advertise and market the event through print and electronic media besides facilitating support of local administration.
16. For any query or clarification the interested agencies may meet the undersigned or mail their queries at ff-dot@rajasthan.gov.in before submitting the bids.
17. Where ever specific terms and conditions have not been spelt out in bid document, General Finance and Accounts Rules & RTPP Act, 2012 RTPP Rules 2013 of the state government shall apply.
18. Bids received after the due date and time will not be considered. The Director Tourism, Government of Rajasthan, Jaipur reserves the right to accept or reject any bid or its part without assigning any reasons thereof.
19. The date and time of opening of financial offers shall be informed to the qualified firms. Financial bid will be opened only technical qualified firms.
20. The firm would be responsible for all risks involved in the event of hot ballooning. For any accident or mishap, the firm would be solely responsible.
21. All costs incurred by the firm in respect of submission of offer shall be borne by the concerned firm.
22. Successful firm will have to deposit performance security money equal to 5% of the total value of the work within 2 days of issue of work order. No interest will be paid on this deposit. The bid security money deposited earlier will be adjusted against the performance security. Performance security will be refunded after successful completion to the job.
23. The applicable norms and specifications of event organizers will have to be abided by the firm.
24. The pavilion should be ready in all respects before a day of the beginning of the event.
25. Penalties would be imposed in case of delayed and for faulty services as per provisions of GF & AR and as decided by Department.
26. All clearances, approvals, NOC's for events/firm staff/material etc. will have to be managed by firm itself. Department of Tourism may issue letters of authorization, if so required.
27. The offer document shall be signed by authorized signatory of the submitting firm with date and seal.
28. "Bids by bona-fide dealers": Bids shall be given only by bona-fide event agencies. They shall, there for, furnish a declaration in the SR FORM-11.
29. Latest Service Tax Clearance Certificate is required. Copy of service tax registration should be enclosed also.
30. Bid form shall be filled in ink or typed. No. Bid filled in pencil shall be considered. The bidder shall sign the bid form at each page and at the end in token of acceptance of all the terms & conditions of the bid.
31. Rate shall be written both in words and figures. There should not be errors and/or over-writing, corrections if any should be made clearly and initialed with dates.
32. All the quoted rates must be FOR destination and should include all incidental charges, Octroi, State Sales Tax, Service tax etc., if applicable. Central/Rajasthan Sales-Tax, if

applicable should also be shown separately as a remark. No cartage / transportation charges or any other charges will be paid by the Government.

33. The contractor/firm shall not assign or sub-let his contract or any substantial part thereof to any other agency.
34. Specification: All services provided shall strictly conform to the specifications, laid down in the bid from/work order.
35. Rejection:
 - (i) Articles not approved during inspection or testing shall be rejected and shall have to be replaced by the bidder at his own cost within the time fixed by the Purchase officer/department.
 - (ii) If, however due to exigencies of Government work, such replacement either in whole or in after giving an opportunity to the bidder of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deductions so made shall be final.
36. The rejected articles shall be removed by the bidder immediately for which Purchase officer/department shall not be responsible for any loss. Shortage or damage and shall have the right to dispose of such articles as he think fit, at the bidder's risk and on his account.
37. Direct or indirect canvassing on the part of the bidder or his representative will be a disqualification.
38. Forfeiture of bid security: The bid security will be forfeited in the following cases:
 - a. When bid withdraws or modifies the offer after opening of bid but before acceptance of bid.
 - b. When bid does not execute the agreement if any, prescribed within the specified time.
 - c. When the bid does not deposit the security money after the supply order is given.
 - d. When he fails to commence the work within the time prescribed.
39. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Head of the Department whose decision shall be final.
40. All legal proceedings, if necessary arise to institute by any of the parties (Government or Contractor/firm) shall have to be lodged in courts situated in Jaipur city and no elsewhere.
41. Services shall be made available at the place specified in bid document or FOR destination as specified in the work order.
42. All the terms & Conditions laid down in General Finance and Accounts Rules & RTPP Act 2012 and RTPP Rules 2013 of Govt. Of Rajasthan shall be binding and acceptable to the bidder.
43. Annexure A,B,C & D of RTPP Act 2012 & RTPP Rules 2013 also will be bind able.
44. The first Appellate Authority in this Department is Director Tourism, Tourism, Rajasthan, Jaipur and 2nd Appellate Authority the Principal Secretary, Tourism, Rajasthan, Jaipur.

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

Signature of Bidder (With Seal)

Annexure - A

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/ shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Annexure-B

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bids No..... Dated..... 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 the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Place :

Signature of bidder Name:

Designation: Address:

Annexure C

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is

The designation and address of the Second Appellate Authority is

(1) **Filing an appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

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

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

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

(4) **Appeal not to lie in certain cases**

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

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

(5) **Form of Appeal**

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

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

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

FORM No.I

[See rule 83]

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

Appeal Noof

Before the (First/Second Appellate Authority)

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

2. Name and address of the respondent(s):
 - (i)
 - (ii)
 - (iii)

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:
.....
.....
.....(Supported by an affidavit)

7. Prayer:

Place

Date

Appellant's Signature: