

**Request for Proposal**  
**From**  
**Firms/Institutions**  
**For**  
**Biomass Fuel Supply Study**  
**In the**  
**State of Rajasthan**



Issued By:



**RAJASTHAN RENEWABLE ENERGY CORPORATION LIMITED**

(A Government of Rajasthan Undertaking)

CIN NO. U40101RJ1995SGC009847

E-166, Yudhisthir Marg, C-Scheme, Jaipur

Phone: 0141-2225859/2229341, Fax: 2226028

E-mail: [biomass.rrec01@gmail.com](mailto:biomass.rrec01@gmail.com); Website: [www.energy.rajasthan.gov.in/rrec](http://www.energy.rajasthan.gov.in/rrec)

**NIT No:**

**NIT No: RREC/Biomass/2020-21/12, Dated: 21.01.2021** his tender by RREC is for selection of Firms/Institutions for the Biomass Fuel Supply Study in the State of Rajasthan. This Tender Documents along with Formats, Annexures etc. is issued to –  
M/s. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE:**

- (i) This document is not transferable.
- (ii) Though adequate care has been taken while preparing the tender Documents, the Bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten days from the date of issue of the bid documents, it shall be considered that the bid document is complete in all respects and has been understood completely by the Bidder.
- (iii) The Rajasthan Renewable Energy Corporation Limited (RREC) may modify, amend or supplement this tender Document.
- (iv) The selection of Bidders shall be carried out through e-procurement process. Proposal/Bids are to be submitted online in electronic format on website **<http://eproc.rajasthan.gov.in>**. as per tender document.
- (v) Please see regularly our website [www.energy.rajasthan.gov.in/rrec1](http://www.energy.rajasthan.gov.in/rrec1) for latest update after issue of this tender. All modification/amendment/clarification/information etc. shall be available on the website of e-proc. only.
- (vi) RREC may at its discretion, extend the deadline for submission of the Proposals.
- (vii) **Correspond at:-**

Director (Technical),  
Rajasthan Renewable Energy Corporation Ltd.,  
E-166, Yudhisthir Marg, C-Scheme, Jaipur (Raj.), 302001  
Tel: 0141-2221650 / 2229341  
Fax: 0141-2226028  
Email:rrec2016@gmail.com.



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Programme/Work	Biomass Fuel Supply Study
Work Area:	State of Rajasthan
NIB No:	NIB No: <b>RREC/Biomass/2020-21/12</b> , dated 21.01.2021
Estimated Project Cost:	Rs. 15 Lakhs
Earnest Money Deposit:	Bid Security Declaration shall be submitted on stamp of Rs. 50/- (as per Annexure - I-F)
Date of downloading { The tender can be downloaded from web site <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> }	21.01.2021, 11:30 AM to 01.02.2021, 4:30 PM
Last Date of online submission of Tender	01.02.2021 up to 5:00 PM
Date of submission of Envelope-1 at RREC Head Office { in Hard Copy }	01.02.2021 up to 5:00 PM
Date of Opening of online Technical bid (Cover -1 & Cover-2)	02.02.2021 at 3:00 PM
Date of opening of Financial bid of eligible bidders (cover-3)	Shall be intimated after evaluation of Technical bid.
Date of Completion of work.	In THREE Months from date of award of work.
Cost of Tender:	Rs. 1180/- in form of DD/BC in favour of CMD, RREC payable at Jaipur.
e-proc Charges:	Rs.1000/- in form of DD/BC in favour of MD, RISL, payable at Jaipur.

**NOTE:** Proposals are to be submitted online in electronic format on website [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) with scanned copies of all required documents. Documents regarding Bid Security Declaration, Tender Fee and RISL Charges to be submitted in physical form as detailed hereunder:

1. The bidders are requested to submit their bids prior to last date of submission to avoid Non-submission of their bids up to prescribed date & time due to non-availability / hanging of website, at either ends, at last moment or any reason whatsoever. The last date of submission of bids will not be extended on such account.
2. The bidder will have to deposit hard copies of (i) the prescribed cost of tender and Bid Security Declaration (ii) the prescribed Processing Fee of RISL by way of DD/Banker's Cheque in favour of Managing Director, RajCOMP Info Services Ltd. (RISL), payable at Jaipur in Envelope-I up to scheduled date and time mentioned above. It should be noted that scanned copies of these documents should be uploaded in cover-I online essentially.

3. The Cover -1 & Cover -2 will be opened on 02.02.2021 at 3:00 PM, in the presence of bidders who wish to be present. Please note that in case DD/Pay order (payable at Jaipur) of requisite amount towards cost of tender, cost of processing fee of RISL, and requisite Bid Security Declaration is not found as per bid document in Envelope-I, then the technical bids and financial bid in electronic form (Cover-1, Cover-2 & Cover-3) will not be opened of that Tenderer/bidder.
4. Cutting / overwriting if any in the figures of the tendered documents is required to be clarified / indicated in words, duly signed, failing which the tender may be rejected.
5. Deviation of any kind is “not” to be quoted in the financial bid. Such deviations shall not prevail.
6. The bidders should provide complete information at the time of submission of bid. If the bidders are asked to furnish some more clarification/confirmation/document, they shall be required to furnish the same within specified time, failing which the case shall be finalized /decided on the basis of available information/documents. The responsibility of ignorance of their bid on account of delay in furnishing of desired information/documents shall be of the bidder. However, if there are any shortcomings in the submission of the information which not materially affects the qualification criterion, then the Bid Evaluation Committee shall have the power to consider the facts on the merit of the case and decide the bid evaluation accordingly.
7. All tender documents should essentially be signed digitally and submitted/uploaded on <http://eproc.rajasthan.gov.in> in time as per checklist.
8. Bidders who wish to participate in this tender, will have to register on <http://eproc.rajasthan.gov.in> (bidders registered earlier on the [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in), need not to get registered again). To participate in online tenders, Bidders will have to procure Digital Signature Certificate (Class II & Class III) as per requirement under Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency or they may contact e-Procurement Cell, Department of IT & C, Government of Rajasthan on the following address:-

**Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, e-mail: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in)**

9. Bidders are also advised to refer “Bidders Manual” available under “Downloads” section on <http://eproc.rajasthan.gov.in> for further details about the e-tendering process.
10. All the required information shall be furnished strictly in the prescribed Formats only. Any information indicated other than the prescribed Formats shall not be entertained. The bid shall be evaluated on the basis of information furnished in the prescribed Formats only.

**11. CHECK LIST:**

- 11.1 List of required Formats/documents to be submitted online duly signed digitally by Authorized Signatory: 1) Cover-1:- Upload the scanned copy of DD/Pay Order towards Cost of tender document, processing fee of RISL and Bid Security

Declaration ( in.pdf), 2) Cover- 2: - All Non-financial information in the Formats as per tender ( in .pdf), 3) Cover-3: - Price bid as per Format attached.

**NOTE:**

The financial bid is to be submitted as per format Annexure-II. This format is to be downloaded from <http://eproc.rajasthan.gov.in>, filled & uploaded back to <http://eproc.rajasthan.gov.in>. Bid may be rejected if look alike format (.xls) is created/ filled and uploaded on <http://eproc.rajasthan.gov.in>

12. Procuring Entity is Director (Technical), RREC

**13. Correspondence for enquiries and clarifications:-**

All correspondence in respect of the tender and submission of the Tender shall be addressed to:

**Director (Technical),**  
**Rajasthan Renewable Energy Corporation Ltd.,**  
E-166, Yudhisthir Marg, C-Scheme,  
Jaipur (Raj.), 302001,  
Tel: 0141-2229341/2221650  
Fax: 0141-2226028 ,Email: rrec2016@gmail.com

**Contact Person:**

**Mr. H. R. Shah,**  
PM (Biomass), RREC,  
E-166, Yudhisthir Marg,  
C-Scheme,Jaipur - 302001,  
Rajasthan.  
Mb-9799642549  
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**Mr. S. K. Jaiwaliya,**  
TM (Biomass), RREC,  
E-166, Yudhisthir Marg,  
C-Scheme,Jaipur - 302001,  
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Mb-9414336390  
Email: biomass.rrec01@gmail.com

## **GENERAL INSTRUCTIONS FOR BIDDERS**

1. The bidders are requested to submit their Proposals prior to last date of submission to avoid Non-submission of their Proposals up to prescribed date & time. The bidders should submit duly signed copy of the bid document in acceptance of the terms and conditions. The last date of submission of Proposals will not be extended.
2. The Proposals will be opened on schedule date in the presence of bidders who wish to be present. Please note that in case Bid Security Declaration is not found as per requirements proposal will not be opened of that Tenderer/Bidder.
3. The Bidders should upload complete information on eproc website as well as also provide at the time of submission of Proposals. If asked to furnish some more clarification/confirmation/document, they shall be required to furnish the same within specified time, failing which the case shall be finalized /decided on the basis of available information/documents. The responsibility of ignorance of their Proposals on account of delay in furnishing of desired information/documents shall be of the bidder.
4. All the required information shall be furnished strictly in the prescribed Formats only. Any information indicated other than the prescribed Formats shall not be entertained. The Proposals shall be evaluated on the basis of information furnished in the prescribed Formats only.
5. List of required Formats/documents to be submitted online duly signed digitally by Authorized Signatory:
  - 1) Cover- 1:- Upload the scanned copy of DD/Pay Order towards Cost of tender document, processing fee of RISL and Bid Security Declaration (in.pdf).
  - 2) Cover- 2: -All Non-financial information in the Formats as per section 6(A) of tender document i.e. Technical offer, as per the format given at Annexure-I, I-A, I-B, I-C, I-D, I-E, I-F, IV-A, IV-B, IV-C and IV-D ( in .pdf).
  - 3) Cover- 3: - Price bid as per Format attached at Annexure- II.
6. The prospective Bidders may note that the offers, if sent by them by E-mail, Telex, cable or facsimile, will not be considered as received by the Office of the RREC.

### **Bid Security Declaration:**

Bid Security (EMD) Declaration must be kept in Envelop-1 and should be submitted in physical form before the prescribed date & time. Bids (Cover- 1, 2 & 3) of those bidders who fail to submit the Bid Security (EMD) Declaration will not be opened and will be summarily rejected.

All correspondence in respect of the Bid and submission of the Bid shall be addressed to:

**Director (Technical)**  
**Rajasthan Renewable Energy Corporation Ltd.,**  
**E-166, Yudhisthir Marg, C-Scheme, Jaipur (Raj.), 302001**  
**Tel: 0141-2229341/2221650, Fax: 0141-2226028**  
**Email: rrec2016@gmail.com**

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## **SECTION -1**

### **1. INTRODUCTION**

#### **1.1 Profile of RREC:**

Govt. of Rajasthan merged Rajasthan Energy Development Agency (REDA) with the Rajasthan State Power Corporation Ltd. (RSPCL) to constitute a new organization named Rajasthan Renewable Energy Corporation Limited (RREC) on 9.8.2002. It is the State Nodal Agency for development of energy from renewable energy sources in the State of Rajasthan as well as the State Designated Agency for promoting Energy Efficiency and Energy Conservation in the State.

To promote generation of non-conventional energy in Rajasthan and to implement the schemes of the Ministry of New & Renewable Energy (MNRE), Government of India as well as of the State Government, RREC has been playing a leading role in development of these sources in the State.

#### **1.2 Background:**

Biomass as a source of energy is gaining importance as a renewable source of energy. Use of biomass for thermal energy is age-old but the use of “modern biomass” (implying clean combustion process) is more recent. For setting up of biomass based power projects, continuous availability of biomass at reasonable prices is crucial. A set of Taluka and District Level surveys were instituted by MNRE to get some of the field specific data and most importantly, the local trend in the usage of the biomass. In the last three decades, due to technology advancement of combustion processes there has been a realization of the commercial sector in putting larger power plants from the conventional thermal-steam route to size them at 5-20 MW.

In this context, it is necessary that the assessment of biomass availability for power generation is made taking account of the present usages in the existing traditional practices and socially essential needs such as fodder, domestic fuel, thatching and manure and usages in industries like brick manufacturing, small and medium boilers and captive power plants. Such study is required to be carried out mainly for mustard residues/ husk and Juliflora which are two important biomass fuels available in Rajasthan State.

Through the agency’s work in this initiative, it has become evident that if a robust market for biomass and biomass-to-energy projects is to grow in the state, an in-depth assessment of biomass volume and availability is indispensable. A supply and sustainability analysis is a pre-requisite for running a biomass based power project on long term basis.

#### **1.3 Policy Framework for Development of Generation of Electricity from Biomass in Rajasthan:**

The Government of Rajasthan has accorded a high priority for setting up power projects based on non conventional energy sources in the State. With a view to promote generation of power from these sources, Government of Rajasthan issued a "Policy for Promoting Generation for Electricity from Non Conventional Energy Sources" in 1999 and 2004.



Keeping in view the requirements from time to time, this Policy has been amended from time to time. Recently the Government of Rajasthan has issued 'Policy for Promoting for Generation of Electricity from Biomass, 2010" (**Policy-2010**) which is available on RREC website [www.energy.rajasthan.gov.in/rrecl](http://www.energy.rajasthan.gov.in/rrecl). This Policy also envisages development of Prosopis-Juliflora/Other energy plantation on barren government land, waste land, Panchayat land, and degraded forest land for use as supplementary fuel in biomass power plants.

#### 1.4 **Regulatory process:**

Rajasthan Electricity Regulatory Commission (RERC) has issued 'Rajasthan Electricity Regulatory Commission- RE Tariff Regulations, 2020 on dated 02.11.2020 (available on RERC website [www.erc.gov.in](http://www.erc.gov.in))

As per the Regulation No. 43 of aforesaid Regulations, price of Biomass shall be subject to revision prospectively during the course of the year through a separate order based on recommendation of the State Level Committee constituted by the Commission consisting of representatives of Nodal Agency, State Government, Distribution Licensee and any other organization as decided by the Commission. The Committee shall recommend biomass fuel price once in every two years based on the fuel study conducted by RREC. The State Level Committee shall also recommend the annual escalation in the Biomass fuel price for the year immediately following the year for which the fuel price has been recommended by it based on the fuel study conducted by RREC. Thereafter, the fuel cost including annual escalation would again be revisited by the Committee taking into account the prevailing market conditions, and the cycle would continue till the end of the control period.

In view of above, RREC desirous to appoint a Consultancy Firm for Study/Survey of availability of Biomass fuels particularly in respect of Mustard husk, paddy straw and Juliflora, district wise potential of biomass power in the State and revision of price including escalation factor for fuel price and losses in storage etc.

## **SECTION -2**

### **SCOPE OF WORK AND DELIVERABLES**

**2.1 SCOPE OF WORK:** The Scope of work covers the Biomass Fuel Supply Study along with their prices & price trend and potential (in MW) of biomass power in the State of Rajasthan taking into account the use of the Biomass for purposes other than power generation. The study report should result in detailed estimates of district wise surplus biomass that is available for power production on a long- term sustainable basis. The report should also indicate the district wise current price of biomass fuel (i.e. for FY 2020-21) with increase in their price during last 3 years. The per annum escalation factor in biomass fuel prices and their periodic revision thereof and losses in storage and average calorific value of biomass fuel is required in the study report. District wise potential (in MW) of biomass power is also required in the study report. The methodology and scope of work must cover at least the following:

- (i) The biomass fuel supply study should verify the district wise surplus biomass that is available for power production, based on macro level assessment, as well as actual field visits.

- (ii) Published statistical data and the field data should be compiled and the trend of the biomass growth should be established that can be used as a valid estimate for the subsequent period. The reported data from the Ministry of Agriculture/Agriculture Department for annual crop production may be used as the strong statistical ground reference data sets. Other reported and published data should also be used appropriately. Mention the source of data in the report.
- (iii) Biomass utilization pattern for societal purposes should be derived. Biomass utilization in other industries like brick manufacturing, small and medium boilers and captive power plants should also be ascertained. Based on these utilization patterns, net quantity available for power generation to renewable power projects in different districts may be arrived at.
- (iv) The Crop-to-Residue Ratios (CRR) for different biomass species should also be verified with reported documents and also using direct measurement methods. Later these should be cross verified and updated to provide better aggregated figure at district level.
- (v) Biomass growth should be estimated using the established reported data from Ministry of agriculture/ Agriculture Department or other reported and published data.
- (vi) The biomass fuel supply study should be carried out by actual data collection from various users, industries etc.
- (vii) The recent trend of biomass price also to be assessed by verifying actual price spread by the existing operating biomass power plants out of list at Appendix-A, through verification of relevant records for the last harvesting season from March,2019 to November,2019, including date of purchase, name of supplier, weighment slips, proof of payments made, mode of transportation, charges paid for labour, loading/unloading & transportation charges, additional charges like royalty, taxes, cess, etc. if applicable.
- (viii) For determination of sale price of Prosopis-Juliflora/other energy plantation, a provision has been incorporated in the "Policy-2010". As per clause 17.9.1 of the Policy-2010, the price of Prosopis-Juliflora/other energy plantation is to be determined by the District Level Empowered Committee. Further as per clause 17.9.2 (amended), the responsibility of cutting/uprooting, loading/unloading, transporting of Biomass produce from plantation site to the plant site and chipping shall rest with the Biomass Power Producer. The fuel cost prescribed by RERC does not provide for breakup of cutting/uprooting, loading/unloading, transportation, chipping and Biomass cost. Therefore, 65% of the fuel cost prescribed by RERC shall be taken as cost towards cutting/uprooting, loading/unloading, transportation and chipping on lump sum basis. However, in case RERC determines cost of cutting/uprooting, loading/unloading, transportation and chipping of Biomass separately in the tariff petition, the same shall be applicable with prospective effect. Per tonne price of Biomass at plantation site shall be determined by deducting cost of cutting/uprooting, loading/unloading, transportation and chipping from per tonne fuel price prescribed by RERC. As such, the Consultant is required to study the cost of cutting/uprooting, loading/unloading, transportation, chipping and handling etc. to work out reliable estimate of the percentage of these expenses to the total landed cost and these data are to be put up in the report.

- (ix) The calorific value of biomass fuel, that is available for power generation, is to be estimated district wise based on its ash and moisture contents and these data are to be put up in the report.
- (x) Based on the study and its findings, the consultant is required to conclude the report in separate chapter. The consultant is required to recommend in tabulated form the district wise biomass that is available for power generation along with its current price, price escalation per annum based on historical data for that district and periodic revision there of required. Losses in storage and average caloric value are also required to be recommended in tabulated form.
- (xi) It is required to provide comparative sheet of Biomass fuel Price & tariff with other States and also mention the fuel price for different States as proposed by CERC.
- (xii) The consultant shall also assist RREC in representing the case to the RERC, if needed.
- (xiii) Any other activity which is required for final conclusion of the proposed study/survey.

## 2.2 **Methodology:**

Methodology adopted for study should be elaborated.

## 2.3 **Deliverables:**

The consultant shall be responsible for submitting the draft report and a final report within the time specified. Draft and final versions of overall study report, including text, tables, graphs, and maps, should be in both paper (original and nine copies) and electronic format. Consultant may propose specifics regarding formatting and delivery of the final report.

## 2.4 **Time Period:**

The consultant is expected to complete his survey, study and submit draft report within 90 days from the date of his assignment. RREC will hold discussion with the consultant and will ask the consultant for submitting some additional information, if required. The final report is to be submitted within 15 days thereafter.

## SECTION -3

### ELEGIBILITY & QUALIFICATION CRITERIA

The Consultancy Firm/Institution intending to bid for the above mentioned tasks should fulfill the following eligibility criteria (satisfactory evidence to be provided by the consultancy firms):

- 3.1 The “bidder” may be either a Firm or a Company or an Institution having expertise of 5 years for the said assignment. The Consultancy Firm or Company or Institution should have at least 7 numbers of qualified consultants on its payroll who have experience for conducting such type of Biomass Fuel Supply Study. Proof of same must be enclosed along with Annexure I-D.
- 3.2 The bidder must have at least five years experience in sophisticated quantitative and qualitative analysis of biomass supply Study and market analysis. The bidder must be well acquainted with the regulatory environment in the power sector, and functioning of Utility / Central or State Electricity Companies / Central or State Electricity Regulatory Commissions (CERC/SERCs), and possess experience in dealing with such similar matters on a wide range. Documentary proof for the same must be enclosed.
- 3.3 The bidder must have completed at least five assignments of preparation of biomass assessment report /biomass supply Study in the past five years. The Consultancy Firm is required to submit documentary evidences like copy of work orders and satisfactory completion report or proof of payment receipt in support of the individual experience.
- 3.4 The bidder should furnish copies of certificate of registration as services firm and PAN, and GST registration.
- 3.5 Average annual Turn Over of the bidder in past 3 years i.e. 2017-18, 2018-19 & 2019-20 must be at least Rs 20.00 Lacs . CA attested certificate must be enclosed as proof of the same.
- 3.6 **Deviations:** The bidder must ensure that Technical and the Financial Offers submitted by him satisfy all the Terms and Conditions specified in the Tender specifications as per section 2. In case of any deviations from the requirements of this Tender, the Bidder shall specifically bring out the same in a separate Sheet enclosed to the Technical Bid, entitled “Schedule of Deviations”, and make a reference to the same in covering note of the Bid. In absence of any such schedule, it shall be deemed that the Bidder has no deviation, and Bidder shall be meeting all the requirements as per the Tender specifications. The RREC reserves the right to reject any bid, based on any deviation taken by the Bidder, or otherwise, without assigning any reason.
  - 3.6.1 Any revision/correction in the Bid after opening of the Bids will not be allowed. Any such revision will render the Bid as non-responsive, and also result in forfeiture of Earnest Money Deposit.
  - 3.6.2 The bidder shall make in his bids such disclosures as may be required to ascertain that the bidder has no conflicting interest in undertaking the proposed assignment.

**3.7 Bid Summary & Authentication:**

Every bid must have bid summary wherein the details of all papers enclosed must be written in following format:-

Sr. No.	Particulars/Contents	Page Nos.
1	2	3

Please Note that No paper kept in technical bid or financial bid must be kept without marking page number & initial with seal of the bidder. Papers without page number & authentication shall not be considered for evaluation and will be ignored as unauthorized papers. Page numbers must be from No 1, 2, 3..... & so on, irrespective of the sections of the bid.

**BID OPENING**

- 3.8. The Technical Offers of the Bids will be scrutinized by the RREC and the bidders who have qualified for further evaluation will be intimated by RREC. The Bidders shall clearly mention the name, designation and contact details of the person to be informed in their organization regarding such intimation and regarding queries /clarifications, if any.
- 3.9 Technical evaluation of the bids will be based on the technical soundness of the firm based on the papers/documents submitted by the bidders as required in section 3 of this document.
- 3.10 If relevant papers/documents in proof of eligibility are not attached by the bidder as the part of Bid, the bid shall be considered irresponsive & will be rejected without further reference.
- 3.11 Financial bids of those bidders only will be opened who are found technically qualified.

## SECTION -4

### GENERAL FINANCIAL CONDITIONS OF CONTRACT

#### 4.1 **Security Deposit:**

The successful bidder shall furnish security deposit of 2.5% of the price discovered through Bidding process in the form of Demand Draft/BC drawn in favour of CMD, Rajasthan Renewable Energy Corporation Ltd payable at Jaipur, money of which will be returned by the RREC after satisfactory acceptance of the final report.

#### 4.2 **Terms of Payment:**

No advance against study shall be released. Payment will be released as per following terms-

- (i) 40% on submission of draft report (within 90 days from assignment).
- (ii) 40% on acceptance of final report (Submit within 15 days from date of additional information required by RREC, if any)
- (iii) Balance 20% after declaration of Tariff by the Regulatory Commission.

The Consultant shall be bound to hand-over the entire set of records in original of assignment to the RREC before the expiry of the contract, and before the final payment is released by the RREC.

#### 4.3. **Tax Deduction at Source:**

The Income Tax or any other tax liable to be deducted, as per the prevailing rules will be deducted at source before effecting the payment, for which the RREC will issue TDS Certificate/s.

#### 4.4 **Goods Service Tax (GST):**

Rate proposed shall be Exclusive of GST as applicable.

#### 4.5 **No extra charge:**

The charges quoted by the Bidder in his Bid, and accepted by the RREC in the Contract, will be inclusive of the costs of Consultant's Team's travelling, lodging and boarding, and also all incidental expenses, professional fees etc., incurred by the teams, in connection with the assignment. No other charges will be payable by the RREC on any account.

#### 4.6. **Confidentiality of data and documents:**

The Intellectual Property Rights (IPR) of the data collected as well as the deliverables produced for the RREC shall remain with the RREC. No one shall utilize or publish or disclose or part with, to a third party, any part of the data or statistics or proceedings or information collected for the purpose of this assignment or during the course of the assignment for the RREC, without the express written consent of the RREC. The Consultant shall be bound to hand-over the entire set of records in original of assignment to the RREC before the expiry of the contract, and before the final payment is released by the RREC.

#### 4.7 **Liquidity Clauses:**

- (a) If the firm fails to complete the work within the stipulated period as specified, RREC may at its discretion allow an extension in time of completion, subject to recovery from the firm an agreed liquidated damages and not by the way of penalty, a sum of equal to the percentages, as mentioned in Para 4.7(d), of the value of the order which the firm has failed to execute for period of delay.
- (b) The extension of time in completion of the assignment on account of occurrence of any hindrance may be provided by RREC for which the bidder shall apply in writing on occurrence of hindrance before 7 days of stipulated date of completion of the assignment on both stage (For draft report & for final report) but not after the stipulated date of completion of the assignment.
- (c) CMD, RREC may extend the time period with or without liquidated damages in case he is satisfied that the delay in the project assignment is on account of hindrances. Reasons shall be recorded.
- (d) In case extension in the delivery period of the draft/final report of the study/survey with liquidated damages, the recovery shall be made on the basis of following percentages of value of work which the bidder failed to perform:
  - (i) Delay up to one fourth period of the prescribed completion period stage wise for draft report/ final report -2.5%
  - (ii) Delay exceeding one fourth but not exceeding half of the prescribed completion period stage wise for draft report/ final report -5%
  - (iii) Delay exceeding half but not exceeding three fourth of the prescribed completion period stage wise for draft report/final report -7.5%
  - (iv) Delay exceeding three fourth but not exceeding equal to the prescribed completion period stage wise for draft report/final report -10%

#### NOTE:

1. Fraction of a day in reckoning the period of delay in completion of assignment shall be eliminated if it is less than half a day.
2. The maximum amount of agreed liquidated damages shall be 10% for every stage.
3. If the firm requires an extension of time for completion of the assignment on account of occurrence of any hindrance, it shall have to apply to RREC in writing for the same immediately on occurrence of the hindrance as per 4.7 (b) but not after the stipulated date of completion of the assignment.
4. Completion period may be extended by the permission of CMD, RREC with or without liquidated damages, if the delay in completion is on account of hindrances beyond the control of the tenderer. Reasons shall be recorded.

4.8. **Conflict of interest:** The consultant appointed by the RREC, shall in no case represent or give opinion or advice to others in any matter which is adverse to the interest of the RREC.

4.9 The word Consultant wherever appearing have same meaning as eligible Consultancy firm/Institutions for participation/execution of this assignment.

## **SECTION -5**

### **AWARD OF CONTRACT**

#### **5.1. Contract Finalization:**

5.1.1. On completion of the evaluation of the technical and financial offers of the Bids received, and finalization of the Successful Bidder, RREC will issue "Work Order" to the successful bidder, along with a format of the Contract to be signed.

5.1.2. Within seven days of receipt of the Work Order, the successful bidder shall enter into a Contract with RREC in the prescribed format and by submitting the Contract Security Deposit by Demand Draft in favor of RREC, payable at Jaipur as per clause 4.1.

If the successful bidder fails to enter into the said Contract, within 7 days of issue of Work Order, RREC may exercise its right to invite the next-in-line successful bidder to award him the Contract. RREC may also exclude the former bidder from all future assignments/Tender processes & declare it blacklisted.

5.1.3. RREC reserves the rights, as follows:

- i) To award the Contract against this Tender, to a single bidder for all the work or to a number of bidders.
- ii) To decide to cancel this Tender, and not to proceed in the matter, at any stage of the bidding or analysis of the Bids and also accept or reject any or all bids, without giving any explanation, whatsoever. In case of cancellation, RREC shall have discretion to decide whether to return or not the unopened portions of the Bidders documents and also how to deal with the documents retained by RREC.
- iii) To disqualify any bidder found canvassing in the office of RREC during the bidding process.

#### **5.2. Termination of Agreement:**

RREC may terminate a contract at any stage to which these Terms apply if:

5.2.1. The Consultant is unable to address the assigned works,

5.2.2. Quality of the assigned works is not to the satisfaction of RREC

5.2.3. The Consultant fails in timely achievement of the milestones as finally decide by RREC.

5.2.4. The Consultant commits any material or persistent breach of its obligations under the contract (which, in the case of a breach capable of remedy, shall not have been remedied within 15 days of intimation), or

5.2.5. Team members of the Consultant are found lacking in honesty and integrity;



- 5.2.6. The consultant or any of its members or employees provides any information related to its study to any other party or is engaged in consultancy for firms working in this sector in Rajasthan.
- 5.2.7. The Consultant becomes insolvent in which case RREC reserves the right to terminate the contract, by giving fifteen days “notice to the Consultant. In such event, the Contract Security Deposit will stand forfeited.
- 5.2.8. Termination shall be effected by written notice served on the Consultant and shall take effect in 15 days of delivery of such notice. The termination will be without prejudice to either party’s rights accrued before termination.

5.3 **Governing law:**

The contract shall be governed by and construed in accordance with the laws of the Republic of India.

## SECTION-6

### GUIDELINES FOR SUBMISSION OF THE BID

All the annexure should be on A4 size pages.

#### **A Technical Offer:**

- 6.1 The bidders for the contract shall provide a brief description of the Firm's organization and, if applicable, the members of Consortium, and a clear outline of similar assignments executed in the past five years (as per Annexure I-A). The information provided on each assignment shall indicate, inter-alia, the objectives of the assignment, its duration, profiles of the staff engaged, approximate value of contract, and completion status along-with the outcome of the assignment. Copies of orders of the work awarding agencies/authorities must be enclosed.
- 6.2. The bidders shall provide a concept note about their understanding of the nature of the tasks they are supposed to undertake while working with RREC under the present contract (Annexure I-B). The note should not be more than 3 pages.
- 6.3. The bidder must submit updated curriculum vitae (CV) of all the proposed team members (consultant) for this contract, duly signed by the bidder (as per Annexure I-C and Annexure I-D). Key information should include: number of years with the firm, professional qualifications and degree of responsibility held in various assignments during the last five years. Curriculum Vitae of the consultants should clearly and separately identify those assignments, directly relevant to the proposed contract.
- 6.4. The consultant proposed by the bidder should be regular employee 5% of the price discovered through tendering process (employee on pay roll) of the firm/ consortium members. No alternative to the consultant may be proposed. It is expected that the bidder would deploy mature persons, of high integrity.
- 6.5. The information furnished by the Bidder, as per Annexure I, I-A, I-B, I-C, I-D, I-E, I-F, IV-A, IV-B, IV-C and IV-D of this document, shall form a part of the Technical Offer and be kept in Cover-2.
- 6.6. The bid security declaration (as per annexure-I-F) shall be kept in Cover-1.

#### **B Financial Offer:**

- 6.7. The bidders shall submit their financial bids in Cover-3 as per Annexure II. The bidder shall quote prices which shall be exclusive of applicable GST. GST Registration Number is required to be mentioned in Bill.
- 6.8. No alteration to the price bid, for any reason or lapses, whatsoever, will be allowed after the Bid opening. Any additional payment to the Consultant, over and above the Contract price, will NOT be admissible by the RREC.
- 6.9. The quoted prices shall remain fixed for the duration of the Contract. No additional amount shall become payable by the RREC on account of any escalation or any other reason.

## **BASIS FOR EVALUATION OF THE OFFERS**

Technical & Financial Evaluation will be done on the basis of eligibility & qualification criteria as mentioned at SECTION - 3

**Technical Offer**

Date: \_\_\_\_\_

From:

To:  
Director (Technical),  
RREC,  
Jaipur

Subject: “Offer for consulting services for Biomass Fuel Supply Study as per section 2 of NIB No. **RREC/Biomass/2020-21/12**”

Sir,

I/We, \_\_\_\_\_, enclose herewith our Technical Offer for appointment of the firm for “Offer for consulting services for Biomass Fuel Supply Study as per section 2 of Bidding Document”

\*We have not taken any deviation from the scope of work or working conditions and confirm compliance to all the conditions specified in the Tender documents/ \*We have taken a few deviations from the Tender specifications and details of same are brought out in Annexure-\_\_\_\_.  
(Note: \* = to be appropriately modified by the bidder.)

The bid security (EMD) declaration is enclosed in the required format (as per annexure-I-F)

This bid contains total of \_\_\_\_\_ pages which have been duly numbered & signed with seal on every page.

Yours faithfully,

Signature \_\_\_\_\_  
Full Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

Encl.: (list of all enclosures)

(FORMAT)

**Relevant Experience & Track Record of the Consultancy Firm**

Date: \_\_\_\_\_

**A brief description of the organization and the assignments of similar nature carried out in the last 5 years.**

From:

To:  
Director (Technical),  
RREC,  
Jaipur

A. Brief description of the organization:

1. Name of the Organization
2. Nature of the Organization
3. Business/Profession and number of years in the business
4. Number of staff
5. Registration
6. Affiliation with national and international professional/financial bodies.
7. Annual Turnover (last three years i.e. 2017-18, 2018-19 & 2019-20)
8. Any other relevant information

Assignments carried out in the last 5 years (The following information should be given in respect of each assignment separately.)

1. Title of assignment
2. Objective of assignment
3. Narrative description of the assignment.
4. Name of the client
5. Address with phone numbers
6. Commencement and completion of the assignment
7. Number of man months as well as the duration period for completion of assignment
8. Outcome of the assignment.
9. Contract value of the assignment
10. Any other relevant information.

Yours faithfully,

Signature \_\_\_\_\_  
Full Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

(NO PRESCRIBED FORMAT)  
(Not more than 3 pages)

**Concept Note on the Understanding of the Tasks Envisaged (Para 6.2)**

**Qualifications, Experience and Competence of the Consultants for the Assignment (Para 6.3)**

**Format of Curriculum Vitae (CV) for Consultant proposed for the Assignment (separate sheet for each Consultant)**

Name:

Name of Firm:

Profession:

Age & Date of Birth:

No. of Years with Firm:

Membership of Professional Societies, if any:

Detailed Tasks Assigned:

Key Qualifications: (Give an outline of staff members' experience and training most pertinent to the tasks on assignment. Describe degree of responsibility held by each staff member on relevant previous assignment and give dates and locations. Use up to half a page)

Education: (Summarize College/University and other specialized education of each staff member, giving names of schools, dates attended and degrees obtained).

Copies of the degrees & mark sheets of relevant qualification must be enclosed with C.V.

Employment Record:

(Starting with present position, list in reverse order every employment held. List all positions held by the staff members since graduation, giving dated, name of employing organization, title of positions held and location of assignments. For experience in the last ten years, also give types of activities performed and Client references, where appropriate. Use up to three-quarter of a page).

Experience in Utility Business: Position held, Nature of work, Highlights/Achievements. Certification: I, the undersigned, certify that, to the best of my knowledge this bio-data correctly describes me, my qualifications and my experience.

Signature of Staff Member

Date:

It is certified that the concerned person is a full time employee of the Firm & that the facts furnished by the above consultant are true to the best of our knowledge & belief.

Signature of authorized Official from the Firm  
(With name and designation)

**Annexure – I-D**

**Qualifications, Experience and Competence of the Consultant for the Assignment (contd.) - List of the Consultants included in the team of a Bidder**

S.No.	Name	Position in the parent Organization (Bidding Firm)	Responsibility Assigned (Include tasks assigned)
1			
2			
3			
4			
5			
6			
7			



**BID DESCRIPTIONS: DETAILS OF THE BIDDER**

S. No	PARTICULARS	
01	Name of the bidder Firm	
02	Address of the Bidder Firm	
03	Phone/ Mobile No.	
04	Email ID	
05	Registration No. of the Bidder	
06	Registration Certificate of the bidder Bidder (Attach Proof)	
07	Permanent Account Number under Income Tax Act (Attached Proof)	
08	G.S.T. Number (Attach Proof)	
09	Whether Bidder Firm has been blacklisted by any of the Department/ Organizations (Attach Undertaking on the letter head of the firm duly signed and stamped)	
10	Duly signed & Stamped original bid document	
11.	Bank details of bidder: (i)Bank Name	
	(ii) Bank Branch	
	(iii) Account No.	
	(iv) IFSC Code	

This is to certify that I/We have carefully read the contents of the tender document and fully understood all the terms and conditions therein and undertakes myself/ ourselves to abide by the same.

Place:  
Date

Signature of the Bidder  
Name of the Bidder  
Name of the Bidder  
Seal of the Bidder

**Bid Securing Declaration**

Date  
Bid No.

To,  
Director (Technical)  
RREC, Jaipur,

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from eligible for bidding in any contract with you, Director (Technical) for the period of time of 120 days issues of work order, if we are in breach of our obligation (s) under the bid conditions, more specifically, if we:

- (a) withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity specified in the Bid Date Sheet (hereinafter “the BDS”); or
- (b) having been notified during the period of bid validity specified in the BDS, about the acceptance of our Bid by you.
  - (i) fail or refuse to execute the Contact Agreement within the time period specified in the BDS,
  - (ii) fail or refuse to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter “the ITB”) within the time period specified in the BDS,
- (c) not accept the correction of arithmetical errors in accordance with the ITB; or
- (d) breach a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Signed:-----

Name:-----

In the capacity of:-----

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

[Complete name and address of the Bidder]

Dated on                      day of

[Insert date of signing]

Corporate Seal-----

[Affix corporate seal of the bidder]

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

Name of the Bidder/ Bidding Firm / Company :			
<b>PRICE SCHEDULE</b> <b>(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)</b> <b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</b>			
Sl. No.	Item Description	Quoted prices should be exclusive of GST and inclusive of all other expenses.	TOTAL AMOUNT In Words
1	2	3	4
1	<b>Biomass Fuel Supply Study in the State of Rajasthan</b>		INR Zero Only

(Should be on non-judicial stamp of Rs. 0.25% of the contract value or maximum Rs. 15000/-)

(FORMAT)

**CONTRACT AGREEMENT**

**CONTRACT FOR BIOMASS FUEL SUPPLY STUDY IN THE STATE OF RAJASTHAN AGAINST NIB No. RREC/Biomass/2020-21/12**

THIS CONTRACT **for Biomass fuel supply study** (here-in-after referred as agreement) made this ..... day of ..... at **Jaipur**.

**BETWEEN**

RAJASTHAN RENEWABLE ENERGY CORPORATION LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at E-166, Yudhisthir Marg, C-scheme, Jaipur- 302001, Rajasthan hereinafter referred to as the RREC (which expression shall, unless repugnant to the context or the meaning thereof, be deemed to include its successors and permitted assigns) of the one part.

**AND**

M/s ....., a Company incorporated under the Companies Act 1956 and having its registered office at ....., here-in-after referred to as the "Consultant" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the Second part.

WHEREAS the Consultant has agreed to undertake the aforesaid price and work on the terms and conditions stated in work order No. .... dated .....

NOW IT'S HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES.

The Agreement is executed in English language in two originals; each party receiving one duly signed copy. Both these copies are authentic.

IN WITNESS WHEREOF THE parties hereto by representatives duly authorized have executed the Contract on the day, month and the year mentioned above.

**FOR AND ON BEHALF OF CONSULTANT**

**FOR AND ON BEHALF OF RREC**

Name-----

Name-----.

Designation-----

Designation-----

Rajasthan Renewable Energy Corporation Ltd.,  
E-166, Yudhisthir Marg,  
C-scheme, Jaipur.

(Seal of the office)

(Seal of the office)

In presence of:

In presence of:

1.....

1.....

## **Annexure IV-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 The Rajasthan Transparency in Public Procurement Rules, 2013 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 IV-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: Signature of bidder

Place:

Name :

Designation:

Address:

## **Annexure IV-C: Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is **Managing Director, RRECL**

The designation and address of the Second Appellate Authority is **Chairman, RRECL**

### **(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 the appeal.

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

**(4) Appeal not to lie in certain cases** No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

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

### **(5) Form of Appeal**

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

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

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

### **(6) Fee for filing appeal**

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

### **(7) Procedure for disposal of appeal**

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

- (i) hear all the parties to appeal present before him; and

(ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

**FORM No. 1**

**[See rule 83]**

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

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

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

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:

.....

.....

..... (Supported by an affidavit)

7. Prayer:

.....

.....

Place .....

Date .....

Appellant's Signature



## **Annexure IV-D: Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

### **2. Procuring Entity's Right to Vary Quantities**

(1) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.

(2) Orders for extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, upto 5% of the value of the original contract, if allowed in the bidding documents. The fair market value of such extra items payable by the procuring entity to the contractor shall be determined by the procuring entity in accordance with guidelines prescribed by the administrative department concerned.

(3) Orders for additional quantities may be placed, if allowed in the bidding documents, on the rates and conditions given in the contract and the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of orders for additional quantities shall be as under :-

- (a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
- (b) 50% of the value of goods or services of the original contract.

Provided that in exceptional circumstances and without changing the scope of work envisaged under the contract, a procuring entity may procure additional quantities beyond 50% of the quantity of the individual items as provided in the original work order with prior approval of the Administrative Department concerned as follows :-

- (i) the procuring entity shall obtain prior approval for revised requirements from the competent authority for reasons to be recorded in writing. Wherever necessary, due to the quantum of orders for additional quantities, the procuring entity shall obtain prior and revised technical, financial and administrative sanctions from the competent authorities;
- (ii) that the additional quantities so procured shall be part and parcel of the work being executed;
- (iii) that the limit of 50% of the value of original contract shall not be exceeded in any case.

### **3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)**

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted if such condition is specified in the bidding documents. Counter offer to first lowest bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest bidder (L2), third lowest bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities, as pre- disclosed in the bidding documents, shall not be deemed to be a negotiation.

**LIST OF PROJECTS COMMISSIONED/SANCTIONED**

S. No.	Name of the Company	Location of the plant	Capacity of the plant	Status of Plant (Commissioned /Sanctioned)
1	Surya chambal Power Ltd.	Rangpur, Distt-Kota	7.5 MW	Commissioned on 31.03.2006
2	Kalpataru Power Transmission Ltd.	Padampur, Distt-Sri Ganganagar	7.8 MW	Commissioned on 15.07.2003
3	Kalpataru Power Transmission Ltd.	Uniara, Distt-Tonk	8 MW	Commissioned on 10.11.2006
4	Amrit Env. Tech Pvt. Ltd.	Kotputli, Distt-Jaipur	8 MW	Commissioned on 01.10.2006
5	Sambhav Energy Ltd.	Rampura, Distt-Sirohi	20 MW	Commissioned on 19.02.2010
6	Transtech Green Power Pvt. Ltd.	Sanchore, Distt-Jalore	12 MW	Commissioned on 28.07.2010
7	S. M. Environmental Technologies (P) Ltd.	Pachhar, Distt-Baran	8 MW	Commissioned on 19.02.2010
8	Sanjog Sugar & Eco Power Pvt. Ltd.	Sangaria, Distt-Hanumangarh	10 MW	Commissioned on 07.10.2011
9	Sathyam Power Limited	Punjiyas-Merta, Distt-Nagaur	10 MW	Commissioned on 31.03.2011
10	Orient Green Power Co.(Rajasthan)	Bhanwargarh-Kishanganj, Distt-Baran	8MW	Commissioned on 06.10.2013
11	Rajasthan State Ganganagar Sugar Mills Ltd.	Kaminpura, Teh-Srikaranpur, Distt Sriganganagar	4.95 MW	Commissioned on 09.05.2016
12	Rajasthan State Ganganagar Sugar Mills Ltd.	Kaminpura, Teh-Srikaranpur, Distt-Sri Ganganagar	1.20 MW	Commissioned on 19.11.2016
13	Indeen Biopower Ltd.	Chandli-Devli, Distt-Tonk	8MW	
14	Banswara Biomass Energy Pvt. Ltd.	Chhinch, Bagidora, Distt-Banswara	6 MW	