

# **RAJASTHAN RAJYA VIDYUT UTPADAN NIGAM LTD.**

(A Government of Rajasthan Undertaking)  
(CIN)-U40102RJ2000SGC016484



**Bidding document -RVUN/CAO (IA)/2017-18/TN-01**

**For**

**Physical Verification of Stores & Spares at power generating plants located at (i) SSTPS-Suratgarh, (ii) KSTPS- Kota, (iii) KaTPP- Jhalawar, (iv) CTPP- Chhabra, (v) GLPL- Distt.- Barmer, (vi) DCCPP- Dholpur, (vii) RGTPP- Ramgarh Distt.- Jaisalmer, and(viii) store under O/o AAO (Cash),RVUN, Jaipur for the Financial year 2017-18.**

**Last Date & Time of Receipt of Tender 29.01.2018 (upto 3.00 PM)**

**At Corporate Office,**

CHIEF ACCOUNTS OFFICER (INTERNAL AUDIT),  
ROOM NO. 1, SHED NO. 2, VIDYUT BHAWAN, JANPATH, JAIPUR-302005.

**Date and Time of opening of Technical Bid Documents  
29.01.2018 at 4.00 PM**

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**RAJASTHAN RAJYA VIDYUT UTPADAN NIGAM LTD.**  
(A Government of Rajasthan Undertaking)  
(CIN)-U40102RJ2000SGC016484

1. Sealed bids are invited by the Chief Accounts Officer (IA), Rajasthan Rajya Vidyut Utpadan Nigam Limited (RVUN) for conducting Physical Verification of Stores & Spares at power generating plants located at (i) SSTPS-Suratgarh, (ii) KSTPS- Kota, (iii) KaTPP- Jhalawar, (iv) CTPP- Chhabra, (v) GLPL- Distt.- Barmer, (vi) DCCPP- Dholpur, (vii) RGTPP- Ramgarh Distt.- Jaisalmer, and(viii) store under O/o AAO (Cash), RVUN, Jaipur for the Financial year 2017-18 against No. RVUN/ CAO(IA)/ 2017-18/TN-01

2. Schedule of Bids & Activities:

The bid documents are available on our website [energy.rajasthan.gov.in/rvunl](http://energy.rajasthan.gov.in/rvunl) and can also be obtained from the office of Chief Accounts Officer (IA), RVUN, Jaipur by depositing tender fees (Rs. 200 plus 18 % GST) in the form of cash/ DD in favour of Sr. Accounts Officer (EA-Cash), RVUN, Jaipur. Dully filled tender documents along-with supporting documents and requisite EMD should reach this office latest by 3.00 PM of 29.01.2018 in physical form as per terms and conditions of the tender document.

Cost of Tender Documents	Rs. 200/- plus 18% GST
Estimated Cost	Rs. 750000/-
Earnest Money (EMD)	Rs.15000 (Rupees Fifteen thousand only), in the form of DD/Banker's cheque/ pay order payable to Sr. Accounts Officer (EA-Cash), RVUN, Jaipur.
Last date of availability of Bid documents	29.01.2018 (UPTO 12.30 PM)
Last date for receipt of bids containing both part A & B i.e. <b>Part- A includes following:</b> Containing DD/Banker's cheque/ pay order of EMD & pre-qualification documents with all supporting documents in sealed envelope. <b>Part- B includes following:</b> Containing price Bid in sealed envelope in prescribed format.	29.01.2018 upto 3.00 PM
Opening of Bids	Part- A: 29.01.2018 at 4.00 PM Part- B: Shall be intimated later
Contact Persons	CHIEF ACCOUNTS OFFICER (IA), RVUNL ROOM NO. 1, SHED NO. 2 , VIDYUT BHAWAN , JANPATH JAIPUR – 302005
Contact Nos.	9413384585 (M), 9413342245(M) 0141-2742411 (O)
Email ID	sraoiarvun@gmail.com

Note: If any of the dates mentioned above is declared a public holiday the deadline will be the next working day.

## **SECTION – A**

### **BIDDING PROCEDURE**

The Bid documents must be submitted in the following manner

1. The part A of Bid along-with all supporting documents regarding PQR as required in Schedule-1 are required to be placed in a separate sealed cover super scribed as **PART-A of BID (As per Section- A & B)** on the top of the envelope.
2. The price bid shall be quoted in desired format as per Schedule-2, placed in a separate sealed cover envelope clearly marked as **PART-B-PRICE BID** (As per Section-A & B) on top of the envelope.
3. Price bid of the qualified Bidders who are fulfilling the PQR and short-listed on the basis of evaluation of techno - commercial bids will be opened later on. Bidders are requested to furnish all supporting documents necessary for PQR with Part-A of Bid. No correspondence shall be done in this regard except in special circumstances. In case of necessary supporting documents are not found or insufficient information found in support of PQR then the price bid of that bidder (Part-B) shall not be opened. The date and time of opening of the price bid will be communicated to the successful bidders in due course of time.
4. The bid must be accompanied by Earnest Money Deposit for an amount of Rs. 15000/- (Rs Fifteen thousand only).The EMD shall be in the form of a crossed demand draft/ Banker's cheque/ pay order in the name of the Sr. Accounts Officer (EA-Cash), RVUN, Jaipur, payable at Jaipur. The demand draft/ Banker's cheque/ pay order of EMD shall be put in a separate envelope along with the bid. The sealed envelopes as above be put in one single packet and clearly superscribed as **Tender for Carrying out work of Physical verification of stores and spares of RVUN** against Bidding Document No. RVUN/ CAO (IA)/ 2017-18/ TN-01. Name, address and telephone numbers of the Bidder and mobile numbers of main dealing person are clearly written on the envelope.
5. Tender documents shall be submitted in the name of **Chief Accounts Officer (IA), Rajasthan Rajya Vidyut Utpadan Nigam Ltd., Room No. 1 Shed No. 2, Vidyut Bhawan, JAIPUR (Rajasthan), INDIA –302005 on or before 3:00 PM of 29.01.2018**. It may, at the discretion of RVUN to extend the time & date for the submission of the Bid document.
6. The tenders (part-A) will be opened on the same date at 4.00 PM in the presence of the bidders or their authorised representatives who want to choose to be present at that time
7. **Evaluation of Bid (Part- A):**  
The Bidder(s) shall have all the pre qualification conditions as mentioned in **Schedule-1** with supporting documents are qualified for price bid opening.
8. **Price Bid Evaluation:**  
Evaluation of price bids shall be done on the basis of plant wise evaluated Cost for physical verification as quoted in Price Schedule. Successful bidder shall be selected on the basis of lowest evaluated quoted price for each plant. Format of price bid is available at **Schedule-2**
9. Bidder can visit the concerned project sites that choose to be like at their own cost.

**Chief Accounts Officer (IA)  
RVUN, Jaipur**

## Section-B

### GENERAL CONDITIONS OF CONTRACT

The bidder shall be deemed to have carefully examined & made him fully conversant with the general conditions, specifications, schedules, scope of work and site conditions etc., before submitting the tender. If he has any doubt as to the meaning of any portion of the general conditions of tender specifications or about any point regarding site conditions, he shall seek necessary clarification before submitting his offer/bid.

#### **1.00 ACCEPTANCE OF BID:**

1.01 The order placing authority is not bound to accept the lowest bid or any other bid or assign any reason for the rejection of the bid. The order placing authority also reserves the right to either to call for fresh bid or accept either the whole or a part of bid or to place order for any increased or decreased work on the basis of prices quoted.

#### **2.00 CONTRACT DOCUMENTS AND AGREEMENT:**

2.01 The order placed under this specification shall be governed by the terms and conditions as incorporated in this section of the specification and as given in the work order and it's annexure (s). The terms and conditions specified in this section, if differ from the terms as indicated in the work order and its annexure (s), the later shall prevail. The contract shall for all- purpose be constructed according to the laws of India and subject to Jurisdiction of Jaipur Courts only. For the fulfilments of the contract the bidder shall execute an agreement in triplicate in the prescribed form to be obtained from the order placing authority on non-judicial stamp paper of appropriate value as per stamp Duty applicable in Governments of Rajasthan. Such agreement shall be executed and signed by the competent authority of the bidder on each page thereof. The original copy is only to be executed on the stamp paper. The remaining two copies may be executed on simple paper. Such complete agreement form along with the Contract document shall be required to be returned to the order placing authority within a period of 15 days from the receipt of order. One copy of executed agreement duly signed by the order placing authority shall be sent to the bidder for his reference. The contract document shall include the following.

**Contract Agreement (as per Annexure-1)  
Work Order and its Annexure,  
Terms & Conditions under Section 'B' of the tender specifications,  
Scope of works under Section 'C' of tender specifications,  
Schedule-1, Schedule-2, Annexure-2 & Annexure-3**

The charges in preparation of the contract shall be borne by the bidder. The Bidder shall be furnished with an executed counter part of the agreement.

#### **3.00 CORRESPONDENCE:**

All correspondence pertaining to the work order in respect of any clarification required in the terms and conditions contract documents, scope of work etc. should be addressed to the **Chief Accounts Officer (IA), Rajasthan Rajya Vidyut Utpadan Nigam Ltd., Room No. 1**

**Shed No. 2, Vidyut Bhawan, JAIPUR (Rajasthan), INDIA –302005,  
or e-mail at sraoiarvun@gmail.com**

**4.00 CHANGE OF NAME OF BIDDER:**

At any stage after tendering the order placing authority shall deal with Bidder only in the name and at the address under which he has submitted the tender. All the liabilities / responsibilities for due execution of the contract shall be that of bidder. Under no circumstances he shall be relieved of any obligations under the contract. The Order placing authority may however at his discretion deal with the agent / representatives / sister concerns and such dealing shall not absolve the bidder (s) from his responsibilities/ obligations/liabilities of the under the contract. Any change/alteration of name/constitution/Organization of the bidder shall be duly notified to the order placing authority and order placing authority reserves the right to determine the contract in case of such notification. In the event of such determination, they may get the portion work or whole piece of work not executed by the bidder, in time or done in violation of the contract, from else-where at risk and cost of bidder.

**5.00 SUB-LETTING:**

The bidder shall not be allowed to sublet the contract without written consent of RVUN.

**6.00 EARNEST MONEYDEPOSIT (EMD):**

6.01 The bid must be accompanied by Earnest Money Deposit for an amount of Rs. 15000/-(Rs. Fifteen thousand only). The EMD shall be in the form of a crossed demand draft / Banker's cheque/ Pay order in the name of the Sr. Accounts Officer (EA-Cash), RVUN, Jaipur, payable at Jaipur. Any bid not accompanied by the EMD in the above form may be rejected by the RVUN as non-responsive. The earnest money shall be forfeited if the Bidder withdraws its bid or if a successful bidder declines to sign the contract documents within the time specified.

6.02 The EMD of the selected bidder shall be adjusted in the Contract Security Deposit.

6.03 Unsuccessful Bidders' EMD will be discharged / returned as promptly as possible but in any case within three months beyond the validity of the bid.

6.04 The EMD may be forfeited, if a Bidder withdraws his bid during the period of bid validity.

6.05 No interest shall be payable by the RVUN on the above EMD.

**7.00 CONSTRUCTION OF CONTRACT:**

The contract shall in all respect be deemed to be and shall be constructed and shall operate as per Indian Contracts Act, 1972 and all payment hereunder shall be made in rupees unless otherwise specified.

**8.00 ACCEPTANCE OF ORDER:**

The acceptance of the order shall be conveyed to the order placing authority within 7 days of the receipt of order failing which it will be

presumed that terms and conditions incorporated in the order have been accepted by the bidder.

**9.00 SECURITY DEPOSIT:**

The successful Bidder shall have to furnish within 15 days after issue of Letter of Intent (LOI)/ work order, Security Deposit equal to 10% (Ten percent only) of the total accepted contract value for proper fulfilment of the contract to the Sr. Accounts Officer (EA-Cash), RVUN, Jaipur. In case of successful bidder, the amount of earnest money deposited shall be adjusted into Security Deposit. The SD shall be in the form of a crossed demand draft/ Banker's cheque/ Pay order in the name of the Accounts officer (Cash), RVUN, Jaipur payable at Jaipur. The security deposit is refundable after 3 (three) months on satisfactory completion of the contractual obligation.

9.01 The proceeds of the Security Deposit shall be payable to the Company as compensation for any loss resulting from the bidder's failure to complete his obligations under the contract.

9.02 No interest shall be payable on such deposits.

**10.00 FORCE MAJEURE CONDITIONS:**

If any time during the currency of the contract the performance in whole or in part is prevented or delayed or the bidder is not able to arrange execution of the work by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine, restriction, strikes, lockouts, or act of God (hereinafter referred to as Events), then provided notice and adequate proof of execution performance of work having suffered on account of these events is given within 24 hours from the hour of occurrence and further in case of strike/ labour dispute prolongs beyond a period of 48 hours, the bidder shall immediately inform to RVUN. RVUN reserves the right to get the work done from any other agency at the cost and risk of the bidder.

**11.00 BASIS OF EVALUATION OF THE OFFERS:**

The evaluation of the offers Part-A shall be carried out by the committee of the RVUN officers constituted for the purpose by adopting the procedure as enumerated in the Section-A of the bid documents .The Price bid of only those bidders who are short-listed in the Evaluation of Part-A will be opened and evaluated as per Section -A.

**12.00 RATES:**

12.01 The quoted rates for carrying out work of Physical verification of store and spares of RVUN for the year 2017-18 (as per scope of work) should be firm in all respect inclusive of all taxes, duties, insurance, statutory levies except GST which is payable extra at actual.

**13.00 TAXES & DUTIES:**

Imposition of any new taxes, duties or other statutory levies during the entire contract period shall be payable at actual by RVUN against production of documentary evidence within stipulated work completion

period. However, in case of delay in execution of the work beyond stipulated period the same will be payable by the bidder.

**14.00 DELIVERABLES:**

- 14.01 The Physical verification report shall be submitted to the Chief Controller of Accounts (HQ), RVUN, Jaipur with a copy to the concerned plants/project head and accounts head of the respective project/plants/offices in hard copy as well as soft copy.
- 14.02 The firm shall also submit a satisfactory work completion certificate obtaining from Project Head or any authorised person nominated by project head.

**15.00 MODE OF PAYMENT:**

On furnishing the bills in triplicate to the Chief Accounts Officer (IA), RVUN, Jaipur for verification and after verification the bills shall be furnished to AAO (Cash), RVUN for arranging the payment of above bills in following manner:-

- a) 80 % payment of work order shall be paid on submission on report as per clause No. 14.01 above.
- b) Remaining 20% payment upon receipt of the certification from the unit in-charge (i.e. Project Head or any authorised person nominated by project head) that the work has been carried out as per work order. This certificate shall be arranged by the Firm from the respective power plants/ offices and same will be submitted to the Chief Accounts Officer (IA), RVUN, Jaipur.
- c) No TA / DA shall be provided by the Nigam

**16.00 WITHHOLDING OF PAYMENT:**

RVUN may with hold the whole or part of any payment for work claimed by the bidder, which in the opinion of the order placing authority is necessary to protect him from loss on account of

- a) Damage to another bidder / Company property.
- b) Insufficient / unsatisfactory progress.

When grounds for withholding payment are removed, to the satisfaction of order placing authority /Project Head payment of the amount due to the bidder shall be made by the Company.

**17.00 TAX DEDUCTIONS:**

The TDS shall be deducted at applicable rates from the bills of the bidder by the AAO (Cash), RVUN, Jaipur.

**18.00 DISPUTES JURISDICTION:**

In case of any dispute, the decision of the Director (Finance), RVUN, in the matter of interpretation and scope of work shall be final and binding upon on all. All disputes, differences, and questions etc whatsoever arising between the parties shall be at Jaipur jurisdiction only.



**19.00 TERMINATION OF CONTRACT:**

RVUN reserves the right to cancel the contract at any moment without assigning any reason. If the bidder fails to carry out satisfactory work under this contract, the RVUN at its discretion, get the work done by another party or parties at his risk and cost without prejudice to the RVUN's right under the terms & conditions of this contract and any extra expenditure involved in this regards, shall be recovered from the bidder.

19.01 The Bidder shall be required to deposit the amount of recoveries finalized within a period of 30 days of receipt of intimation failing which the dues shall be recovered from the financial hold of the bidder available with the RVUN. In case, where the amount of recoveries against a bidder exceed its financial hold, the RVUN will be at liberty to effect such recoveries out of the financial hold/pending payments of the bidder available with other successor companies of erstwhile RSEB/ with other power generating units of RVUN.

20.00 At the time of award of contract work can be divided between the bidders as per provisions of RTPP Act, if required.

**21.00 VALIDITY:**

The rates quoted by the bidder should remain valid for a period of 90 days from the date of opening of bid (Part-A).

**Chief Accounts Officer (IA)  
RVUN, Jaipur**

## **SECTION-C**

### **SCOPE OF WORK & TIME SCHEDULE**

#### **1. Scope of work :**

Scope of Work shall in General include but not limited to be as under:-

- i. The Physical verification of 100% items of stores and spares is to be carried out by the Bidder/Firm.
- ii. During verification, a sheet for all items based on the records available at each store has to be prepared having details of quantity, specification/ identification, stock as at the physical verification date & as at the close of the previous year shall be mentioned against each item in the sheet and it shall be signed by the authorised person of the Bidder/firm and the concerned stores incharge.
- iii. The discrepancy, if any between physical & the book quantity, is to be valued against each item & listed to carry out necessary adjustment in the books of accounts.
- iv. Providing separate list of non-moving /slow moving items and items not used or consumed in the last 3 years.
- v. Item wise List of physically short /excess items in quantity along-with value as per stores ledger / bin card for necessary action in following format:

S. No.	Item code	Name of item	Qty. as per store ledger	Actual qty. at site	Qty. of Excess items	Qty. of short items	Value
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- vi. Also suggest the inventory control & management measures, which apparently could have been noted particularly related to lapses / weakness of recording / internal checking, issues & its valuation, receipt & its entries & treatment of broken / damaged / unserviceable spares etc.

#### **2. Period of Execution of work:**

The work awarded to be executed / completed within the stipulated period of three months from award of work order.

## **Schedule-1**

### **PQR for the Bid document No. RVUN/ CAO(IA)/ 2017-18/TN-01**

The Bidder should be practicing CA firm / ICWA firm or partnership firm/ proprietor firm/company to participate in the Bid having valid registration certificate alongwith working experience of minimum 5 years.

1. The bidder is required to submit a copy of its valid PAN Card and GST Registration certificate.
2. The name and registration number of the senior partner who shall issue the Stock Verification Report.
3. The bidder should have experience of having conducted stock verification Audit for at least one year in electricity / power generating companies or any other manufacturing company having inventory more than Rs. 20.00 crore during last 5 years ending on 31.03.2017.
4. Bidder should submit audited / certified annual balance sheet and P&L accounts for last three financial years as per format mentioned below:

S. No.	Particulars	Professional receipts from audit fees	Total income (In Rupees)
1.	Financial Year 2014-15		
2.	Financial Year 2015-16		
3.	Financial Year 2016-17		

**Schedule-2****Price- Bid****Financial Bid for Physical verification of Stores and spares of RVUN for 2017-18**

1. Name of the Bidder: .....
2. Address of the Bidder: .....
3. E-Mail ID of the Bidder: .....
4. Name of Contact person along-with contact No's: .....

S. No	Name of Plant/ office	MW Capacity	value of stock & spares as on 31.03.2017 as books of Accounts (Rs. In crore)	Total Estimated value	Rate	
					Rs. In figures	Rs. In words
1.	Suratgarh Thermal Power Station, RVUN, Suratgarh	1500 MW	71.64	Rs. 750000/-		
2.	Kota Supar Thermal Power Station, RVUN, Kota	1240 MW	80.44			
3.	Kalisindh Thermal Power Project, RVUN, Jahalwar	1200 MW	186.04			
4.	Chhabra Thermal Power Project, RVUN, Chhabra	1000 MW	47.45			
5.	Dholpur Combined Cycle Power Project, RVUN, Dholpur	330 MW	13.93			
6.	Giral Lignite Power Limited, RVUN, Barmer	250 MW	24.94			
7.	Ramgarh Gas Thermal Power Project, RVUN, Jaisalmer	273.5 MW	21.21			
8.	Store under O/o Assistant Accounts Officer (Cash), RVUN, Jaipur.					
	<b>Total</b>		<b>445.65</b>	<b>750000.00</b>		

Applicable Taxes:

Goods &amp; Service Tax: .....% (Inclusive)

OR

Goods &amp; Service Tax: .....% (Exclusive)

**(Signature & Stamp of the Bidder)**

**(On Non-Judicial Stamp Paper of appropriate value)**

**Format for Contract Agreement**

This indenture made at Jaipur, Rajasthan on this ---- day of the month -----  
--- of the year----- between Chairman & MD, Rajasthan Rajya Vidyut Utpadan  
Nigam Ltd., (hereinafter referred to as the Owner with expression unless the  
context does not permit includes his successors and assignees) of the one part  
and M/s \_\_\_\_\_, a Private Limited company incorporated  
under the companies Act 1956 and having its registered office at

\_\_\_\_\_  
(hereinafter referred to as Bidder with expressions unless the context does not  
permit includes their successors and permitted assignees) of the second part  
witnessed as follow:-

- (i) The bidder does by these presents agree to execute the work of the owner  
and owner does agree to get executed from the bidder the work specified  
in the work order no. \_\_\_\_\_ appended  
herewith and on the terms & conditions contained in the said order.
- (ii) The work to be executed under this agreement shall be as per terms and  
conditions and specifications as set forth in the order referred to above.
- (iii) In case of Dispute as to whether any work done is not in accordance with  
specifications set forth in the order, the decision of the Director (Finance),  
RVUN, Jaipur shall be final and binding on both the parties.
- (iv) The earnest money deposit of Rs. (Rupees Only) made by the  
bidder will be adjusted against S.D. of the bidder.
- (v) If the bidder fails wholly or in part to fulfil this agreement, the owner shall  
be entitled at his discretion to retain the whole or any part of the security  
deposit made by the bidder.
- (vi) In witness of the due execution of this agreement the parties have  
hereunder set their hands the day and the year first above written.

Signed and delivered by:-

Signature  
For and on behalf of  
the CMD, RVUN, Jaipur  
In the presence of witness

Signature  
for and on behalf of  
Contractor  
In the presence of witness

I.

I.

II.

II.

(TO BE FILLED UP BY THE BIDDER)

**DECLARATION**

I/We have carefully read and understood the terms and conditions of the bid and agree to abide by them. I/We have carefully noted that my/our offer, if contain any counter condition or additional conditions in the bid document/forwarding letter or any other enclosure of bid document will be liable for rejection by the department. I/we shall have no claim whatsoever against this rejection of offer I/we also certify that presently we are not debarred/ banned from business/suspended/removed from registration by any of the government department viz. central and state government organization/undertaking etc.

I/We declare that

If this declaration is found to be incorrect, then without prejudice to any other action that may be taken, my/our security and/or earnest money may be forfeited.

SIGNATURE OF THE BIDDER  
(Name in block letter)  
COMPANY/FIRM  
Authorized Signatory

PRESENTED BY \_\_\_\_\_  
VERIFIED BY \_\_\_\_\_  
(Name in Block letters)

Name of the representative(s) with signature(s) who are authorized to represent the firm in all matters related with this tender document.

1. \_\_\_\_\_  
(Name in Block letters with designation)

2. \_\_\_\_\_  
(Name in Block letters with designation)

### **Annexure:- 3**

#### **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.

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

**Declaration by the Bidder**

In relation to my/our Bid submitted to for procurement I work of ..... in response to their Notice Inviting Bids No .----- Dated.....I1 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:



### **C: Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is Chief Accounts Officer (IA), RVUN, Jaipur. The designation and address of the Second Appellate Authority is **The Chief Controller of Accounts (HQ), RVUN, Jaipur.**

#### (1) Filing an Appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the 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 authorized representative.

#### (6) Fee for filing appeal

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

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Sr. Accounts Officer [Cash], RVUN, Jaipur payable at Jaipur.

#### (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.

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

Appeal No of .-----

Before the -----[Firstj 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

## **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**

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any Claim or compensation except otherwise provided in the conditions of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the 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.

**TENDER NO. RVUN/ CAO(IA)/ 2017-18/TN-01 (UBN No.  
RVU1718SSOB01719)**

Sealed tenders are invited by Chief Accounts Officer (IA), Rajasthan Rajya Vidyut Utpadan Nigam Limited, Vidyut Bhawan, Jaipur-302005 for " Conducting Physical Verification of Stores & Spares at power generating plants located at (i) SSTPS-Suratgarh, (ii) KSTPS- Kota, (iii) KaTPP- Jhalawar, (iv) CTPP- Chhabra, (v) GLPL- Distt.- Barmer, (vi) DCCPP- Dholpur, (vii) RGTPP- Ramgarh Distt.- Jaisalmer, and(viii) store under O/o AAO (Cash), RVUN, Jaipur for the Financial year 2017-18

Detailed tender documents can be obtained from this office till 29.01.2018(upto 12.30 PM) by depositing tender fees. The tender documents are also available on NIT section of website [www.energy.rajasthan.gov.in/rvunl](http://www.energy.rajasthan.gov.in/rvunl) and [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in). The interested bidders will have to submit their tender alongwith tender cost and EMD personally to this office latest by 3.00 PM of 29.01.2018. Any type of corrigendum in tender shall be published on above websites only.

**RVUN/PR\_3015/2018**

**Chief Accounts Officer (IA)**