

**RAJASTHAN RAJYA VIDYUT UTPADAN NIGAM LTD.**

**TENDER SPECIFICATION**

**FOR**

**Appointment of Transaction Advisor for Strategic Sale of Giral Lignite Power  
Limited of  
Rajasthan Rajya Vidyut Utpadan Nigam Ltd.**

**TENDER NOTICE NO. RVUN/ACE(PPMC&PTD)/SE(PTD)/TN-03/2021**

**SUPERINTENDING ENGINEER (PTD)**

**RAJASTHAN RAJYA VIDYUT UTPADAN NIGAM LIMITED**

**JAIPUR**



**RAJASTHAN RAJYA VIDYUT UTPADAN NIGAM LTD.**

Corporate Identity Number (CIN) – U40102RJ2000SGC016484

Regd. Office & H.O.: Vidyut Bhawan, Janpath, Jyoti Nagar, Jaipur-302005

**OFFICE OF THE ADDL. CHIEF ENGINEER (PPMC&PTD)**

3<sup>rd</sup> Floor, Rajasthali Mall, M.I. Road, Ajmeri gate, Jaipur-302003

E-mail ID:-sesplcell@rrvun.com, Website- www.energy.rajasthan.gov.in/rvunl



**TENDER INVITING NOTICE (NIT) NO. TN-03/2021**

Online Tenders are invited by the Addl. Chief Engineer (PPMC&PTD), RVUN, Jaipur to appoint Advisor for Advising & Managing the Strategic Sale of Giral Lignite Power Limited a wholly owned subsidiary of Rajasthan Rajya Vidyut Utpadan Nigam Ltd.

**GENERAL**

**1. Filing of Bid**

- a. Bids shall be submitted through on-line e-tendering process on website <http://www.eproc.rajasthan.gov.in> along with all annexures duly filled in, on or before the scheduled date and time, for submission of bid as prescribed for on line submission. The completed forms, “Annexures” of the bid shall be considered as part of the contract documents in the case of successful bid(s). The processing fees of Rs. 1000/-plus 18% GST per applicant shall be paid in the form of DD/Banker’s Cheque in the name of Managing Director, RISL, payable at Jaipur.
- b. Applicants will have to register themselves on website [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) for participating in this tender.
- c. The Bidder should upload scanned copy of DD/BC/BG (Bid security Deposit, tender fee & processing fee) as required on e-procurement website <http://www.eproc.rajasthan.gov.in>. Both EMD & Tender Cost are either to be paid through NEFT/IMPS/RTGS/Unified Payment Interface (UPI) (BHIM-UPI)/Unified Payment Interface Quick Response Code (UPI QR Code) or in the form of DD from Nationalized/ Scheduled Bank in favour of RAJASTHAN RAJYA VIDYUT UTPADAN NIGAM LTD. The details are as under:-

Account Name : Sr. Accounts Officer (EA-Cash) Rvunl  
Account No : 51093320910  
Bank Details : State Bank of India, Jaipur  
IFSC CODE : SBIN0031026  
UPI Id : rrvunltdao@sbi

- d. An Applicant who will deposit processing fees in scheduled date & time shall only be considered for opening of NIT.

- e. Tender Cost (non- refundable) of Rs.10,000 plus 18% GST shall be paid by way of an Online mode/demand draft drawn in favour of 'Sr. Accounts Officer (EA-Cash) RVUNL' payable at Jaipur.
- f. The Bidder shall submit the Declaration of Bid Security as per the **Annexure-XII** as part of the bid. By submission of this declaration, the bidder accepts that they will pay the bid security amount as specified hereunder;  
Bid Security deposit of Rs. 5,00,000/- shall be deposited in favour of 'Sr. Accounts Officer (EA-Cash) RVUNL' payable at Jaipur, by way of Online mode/Demand Draft/ Bankers Cheque as requested by RVUN during validity period of bid.
- g. The Demand Drafts for Tender Fee & Tender Processing Fee and original declaration form for Bid Security is to be submitted to the Superintending Engineer (PTD), 2<sup>nd</sup> Floor, Rajasthali Mall, M.I. Road, Ajmeri gate, Jaipur - 302003 upto scheduled date & time.If paying through digital mode, the bidder is required to send payment advice/ Unique Transaction Reference number (UTR No.) of above transaction before scheduled date and time via E-mail on [sesplcell@rrvun.com](mailto:sesplcell@rrvun.com) /in-person/by post in the office of Superintending Engineer (PTD) RVUN Jaipur. Proof of deposition of fee i.e. payment advice/Unique Transaction Reference number shall also be uploaded/ mentioned along-with documents of Technical bid under Cover-I.
- h. The Bidder selected by RVUN shall submit Performance Guarantee for Rs. 5,00,000/- (Rupees Five Lacs) in DD/ Cheque or in the form of Bank Guarantee in the format prescribed as **Annexure-III** within 15 days of LOI date valid for the entire period of the assignment. Performance Guarantee shall be refunded after satisfactory completion of the assignment.
- i. The estimated value for the assignment is Rs. 1,44,00,000/-.
- j. All the bid(s) shall be valid for 180 days from the date of opening of technical bid.
- k. The bidder may if it wishes to do so, visit the site before quoting to ascertain and fully acquaint himself about all site's and local conditions, existing condition of plant & machinery/ equipment and their operating conditions.
- l. The contract to be executed with the successful bidder in due course will be subject to the General Conditions of Contracts of RVUN.

## 2. **IMPORTANT DATES:**

S.N.	Events	Date & Time	Place/ Website
a.	Date & time of downloading of Tender Document	23.03.2021 at 04:00 PM	<a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>

b.	Query submission date	24.03.2021 at 10:00 AM to 28.03.2021 at 03:00 PM	sesplcell@rrvun.com
c.	Bid submission start date	02.04.2021 at 10:00 AM	www.eproc.rajasthan.gov.in
d.	Last Date & time of submission of Bid online	Up to 06.04.2021 (up to 5:00 PM)	www.eproc.rajasthan.gov.in
e.	Deposition of Tender Fee, Bid Security declaration and processing fee in physical form	Up to 07.04.2021 during working hours up to 12:00 PM	Superintending Engineer (PTD), 2 <sup>nd</sup> Floor, Rajasthali Mall, M.I. Road, Ajmeri gate, Jaipur
f.	Date & time of opening of Bids	07.04.2021 at 3:00 PM	
g.	Contact Persons	9:30 A.M. to 6:00 PM	Sh. Vinay Baj, Superintending Engineer (PTD) Tel. 0141- 4019310 & Mobile No. 9413349667

If date mentioned above is declared a public holiday, the respective deadline will be the next immediate working day.

### **3. INTRODUCTION**

Rajasthan Rajya Vidyut Utpadan Nigam Ltd. (RVUN) is a Government of Rajasthan undertaking under the aegis of Department of Energy. RVUN was established upon unbundling of erstwhile Rajasthan State Electricity Board (RSEB) into separate companies for generation, transmission and distribution functions. Pursuant to the restructuring of the erstwhile RSEB, RVUN took over the entire power generation business under the State Sector w.e.f. 19.7.2000.

Giral Lignite Power Limited was incorporated as a wholly owned subsidiary of RVUN to take over the Giral Lignite Power Limited (2X125 MW) at Giral in District Barmer (Rajasthan) upon commissioning of the units. Units of GiralLTPP was transferred to Giral Lignite Power Limited (GLPL), on a 'going concern basis' along with all its assets & liabilities. The total paid up capital of the company is Rs. 370 crore and 100% is held by RVUN.

RVUN proposes to disinvest its equity shareholding in GLPL by way of Strategic sale through Open Competitive bidding to strategic investor(s). For this purpose, RVUN intends to engage the services of a reputed professional consulting firm, investment bankers, merchant bankers, financial institutions, banks, etc. for providing Advisory services and managing the disinvestment

process. The Advisor shall provide all required integrated, comprehensive, professional services for aforesaid disinvestment, including the documentation, negotiations with the identified buyer/help in identifying the buyer and advice on the advantages and disadvantages of different methodologies of disinvestment. The Advisor will provide services as set out in the Clause No. 4 Terms of Reference of this document.

#### **4. TERMS OF REFERENCE (SCOPE OF WORK)**

RVUN proposes to disinvest its equity shareholding in GLPL by way of Strategic sale through Open Competitive bidding to strategic investor(s). The broad scope of work for the advisor for execution of aforesaid disinvestment process shall be as under:

The Advisor will be required to undertake tasks related to all aspects of the disinvestment through 100% sale of equity of GLPL culminating into successful completion of the transaction, which will inter-alia include but not limited to - advising and assisting RVUN on the timing and the modalities of disinvestment; recommend the need for intermediaries required for the process of sale/disinvestment and also help identification and selection of the same with proper ToR; preparation of all documents like PIM, CIM, RFP, confidentiality agreement etc.; structuring the transaction; suggesting measures to fetch maximum sale value; marketing of the sale, inviting and evaluating the bids, assisting and professionally guiding during the negotiations with prospective buyers, drawing up the sale/other agreements and advising on post sale matters on a continuous basis.

- (i) Advising RVUN on the timing and the modalities of the strategic sale of GLPL and preparing and submitting a detailed operational scheme to successfully implement the strategic sale process, indicating tentative timelines for each activity.
- (ii) Preparing the deal collateral for the transaction including but not limited to:
  - a. Preliminary Information Memorandum (“PIM”) with intent to providing prospective buyers information on GLPL and its business to enable them to send in their Expression of Interest.
  - b. Confidential Information Memorandum (“CIM”) covering detailed information about GLPL and its business of power generation.

- (iii) Advise and assist RVUN in identifying and selecting specialized professional intermediaries required for the transaction and to be appointed by RVUN and their work to be coordinated by the Advisor.
- (iv) Facilitating execution of Non-Disclosure Agreements (“NDA”) and subsequent communication and providing the bidders with information on the asset and the transaction. Finalizing the process of sale (through bidding).
- (v) Supporting RVUN in setting up of the data room and assisting in the smooth conduct of the due diligence process.
- (vi) Effectively marketing the disinvestment of RVUN’s Giral Lignite Power Limited to generate interest among the prospective buyers/ purchasers/ investors.
- (vii) Managing a transparent process of bidding/ interest solicitation from potential buyers including:
  - a. Preparation and issuance of advertisement/ NIT/ RFP etc; and Organizing pre-bid meeting(s) and site visit(s);
  - b. Analysis of and replying to queries of prospective bidders and making necessary modifications, if required in the bid documents;
  - c. Invitation and evaluation of bids from prospective purchasers/ investors and preparation of requisite documents leading to short listing of bidders for negotiations.
- (viii) Assisting in negotiations with shortlisted bidders.
- (ix) Assist RVUN in fixing the range of the fair reserve price considering the valuation of GLPL based on all the methods like ‘discounted cash flow’, comparable transactions, asset valuation, earning approach etc.
- (x) Preparation and execution of requisite agreements (share purchase agreement, shareholders’ agreement etc.), and all legal documentation required for execution of the transaction on behalf of RVUN, on mutually acceptable terms with the successful bidder.
- (xi) Assisting, advising and facilitating completion of any regulatory requirements including obtaining statutory approvals and clearances, wherever necessary, and coordinating and monitoring the progress of the transaction until its completion.
- (xii) Closure of the transaction.
- (xiii) Advising on post-sale matters, if any.

- (xiv) Assisting RVUN in transfer/assignment of various existing contracts/ agreements such as Power Purchase Agreement, Fuel Supply Agreement, etc. from RVUN, GLPL to in the name of buyer.
- (xv) Providing any other analytical and transactional support required by RVUN for successful completion of the transaction.

The ToR mentioned above are indicative and non-restrictive in nature. There may be some services relevant but not expressly captured in the aforesaid ToR, which upon being brought to the notice of the Advisor by RVUN will also form an integral and mandatory part of the ToR.

## **5. DELIVERABLES**

The deliverables for the assignment shall broadly include:

- (i) Preliminary Information Memorandum (“PIM”), Detailed Information Memorandum (“IM”) and Financial Model for GLPL.
- (ii) Preparation and issuance of advertisement/ EoI / RFP in the newspaper or such other documents for eliciting response from the prospective interested buyers/ purchasers/ investors for the disinvestment process, within a period of One (1) month from the date of Letter of Award.
- (iii) Conducting site visit(s), meetings for negotiations with the shortlisted bidders.
- (iv) Preparation and facilitation of execution of definitive documents/ agreements to be signed with the successful bidder, upon approval by RVUN. Facilitating transfer of sale proceeds (to RVUN) and shares (to successful bidder).

## **6. ELIGIBILITY**

- 6.1.** Bidder should be a reputed professional consulting firm/ investment banker/ merchant banker/ financial institution/ bank having experience of atleast 5 years for providing similar requisite advisory services for Disinvestment, Strategic Sale, M&A activities, private equity transaction etc.
- 6.2.** Bidders should have advised, handled and successfully completed at least one transaction of Strategic Sale of similar nature in power generation sector of the size of Rs.300 crore or more, after the period from 1st April, 2015.
- 6.3.** Consortium bids will not be allowed.
- 6.4.** The guidelines for qualifications of Advisors for disinvestment process prescribed by Government of India, Department of Disinvestment are

enclosed at **Annexure-VII**. The interested Bidders fulfilling eligibility criteria mentioned in Para 6.1 and 6.2 above are advised to go through the guidelines, and if eligible, furnish the following certificate as a part of the Proposal:

“We certify that there has been no conviction by a Court of Law or indictment/ adverse order by a regulatory authority for a grave offence against us or any of our sister concern(s). It is further certified that there is no investigation pending against us or our sister concern(s) or the CEO, Directors/ Managers/ Employees of our concern or of our sister concern(s). It is certified that no conflict of interest as defined in O.M. No. 5/3/2011-Policy dated 8th June, 2011 exists as on date and if in future such a conflict of interest arises, we will intimate the same to the Company.

Further, we certify that as on the date we are not advising or acting on behalf of or associated with any other person or entity (including any company, partnership, propriety concern or individual or an HUF or association of persons or body of individuals) which is engaged in the same line of business as that of the Company (being disinvested), in respect of any transaction of same nature as the transaction for which the Company (being disinvested) is proposing to select the Advisor, except for the list of the mandates, duly signed by us, in the same line of business and for the same type of transaction, as enclosed.

Further, we certify and undertake that for a period commencing from the date of our appointment (if so appointed) as the Advisor till the completion of the transaction, we shall keep the informed of any mandate/ contracts entered into, to advise or act on behalf of or associate ourselves with, any other person or entity (including any company, partnership, propriety concern or individual or an HUF or association of persons or body of individuals) which is engaged in the same line of business as that of the Company being disinvested, in respect of any transaction of same nature as the transaction in respect of which we have been appointed as the Advisor.”

- 6.5.** Bidders are also required to furnish a certificate (**Annexure-II**) certifying that the fee quoted by them for engagement as Advisor for Strategic Sale of Giral Lignite Power Limited is in accordance with the terms and conditions laid down in the Request for Proposals displayed on the website of the RVUN and is unconditional.

**Note:** The authorized signatory of the Bidder should sign the certificate. The content of the certificate must not be changed. Clarification, if any is to be sought separately.



**6.6.** The bidders should study the provisions of RTPP ACT 2012 and Rule 2013 and also note that Acts, Rules & Notifications issued by Rajasthan Transparency Public Procurement (RTPP) will be applicable for the above work/supply. Further, if there is any contradiction in the tender document from the same, then the Acts, Rules & Notifications of RTPP Act will prevail.

## **7. SUBMISSION OF PROPOSAL**

Proposals have to be submitted online by mentioning the page number on each document and to be submitted in sequence as per the following directions:

**(i) Cover 1:**

- (a) Covering letter on Letter Head of Company / Firm for Bid submission by the Bidder.
- (b) Authority letter authorizing the person of the bidder to sign the proposal and other documents.
- (c) Scanned copy of DD/BC of Rs. 1000/- Plus 18% GST against processing fee in favour of Managing Director, RISL, Jaipur.
- (d) Scanned copy of DD/BC/Online payment receipt against Tender cost of Rs. 10,000 plus 18% GST in favour of 'Sr. Accounts Officer (EA-Cash) RVUNL' payable at Jaipur.
- (e) Scanned copy of Bid Securing Declaration Form against the requisite bid security Deposit.

**(ii) Cover 2 :**

- (a) Techno-Commercial Bid along with all schedules, certificates & Annexures duly filled & signed by authorized signatory of Bidder as per Format at **Annexure-I**.
- (b) Certificate, duly signed by the authorized signatory of the bidder, as per paragraph 6.4.
- (c) Certificate on unconditional bid in the format at **Annexure-II**.
- (d) Declaration by the Bidder at **Annexure – IX**
- (e) Requisite credentials for successfully completed transaction of Strategic Sale including work orders, experience certificates and three financial year balance sheets indicating turnover etc. in support of required experience for meeting the eligibility criteria as per Clause No. 6.0.

**(iii) Cover 3:**

Bidder should furnish their Financial bid at **e-portal** in the format uploaded BOQ in excel file as per Term of Reference (scope of work) defined in the tender document as **Annexure-IV**.

Financial Bid, to be opened only of those parties who qualify in the technical evaluation. The financial bids of the technically qualified bidders will be opened online in the presence of such bidders who choose to be present at a date and time notified by the company in due course. Please note that bids with any conditionality shall stand summarily rejected.

**8. DISCLAIMER**

- (a) The RVUN reserves the sole right to accept or reject any or all proposals thus received without assigning any reason thereof.
- (b) The department will not be responsible for any delay on account of late submission of Bid due to online submission. Late receipt of Bid will not be considered.
- (c) Consortium bids will not be allowed.
- (d) Sub-contracting of the assignment will not be allowed. The appointed Advisor shall be solely responsible for all the required final deliverables.

**9. BID EVALUATION AND AWARD OF CONTRACT**

The short listing of eligible bidders who meets the eligibility criteria as per clause no. 6 above for opening of price bid will be based on technical evaluation as per criteria mentioned hereunder. The price bid of those bidders shall be opened who shall score equal to or more than 70 marks in the technical evaluation.

**TECHNICAL EVALUATION CRITERIA**

The bidder shall furnish the requisite documents/ certificate in support of their experience/capabilities and also furnish a complete presentation indicating their experience/capabilities in support of each category as mentioned in the table hereunder to assess their technical evaluation;

<b>Cate- gory</b>	<b>Particulars</b>	<b>Max. Weightage 100 marks</b>
<b>A.</b>	<p><b>Strategic sale experience</b></p> <p>(i) Profile of the organization with full particulars of the constitution, ownership and business activities of the prospective Advisor (Bidder).</p> <p>(ii) Unabridged Annual Reports or audited financial accounts for the last three years of the firm submitting the Proposal.</p> <p>(iii) Details of all pending litigation and contingent</p>	<b>35</b>

	<p>liabilities, if any, should be indicated. Details of past conviction and pending litigation against sponsors/ partners, Directors, etc., if any, and areas of possible conflicts of interest may also be indicated.</p> <p>(iv) Details of Domestic and International transactions in the power Generation of similar nature managed as Advisor in respect of transaction size of Rs. 300 crore or more.</p> <p>(v) Number of strategic/ outright sale transactions managed for Government(s) in India, if any.</p>	
<b>B.</b>	<p><b>Sector Expertise and Experience</b></p> <p>(i) Indicate work done in the areas of power sector, particularly in the generation of power - like studies or research undertaken.</p> <p>(ii) Exhibit strength/ expertise in power sector, if any.</p> <p>(iii) Transactions in power generation sector handled.</p> <p>(iv) Local presence and the level of commitment to India A brief note evidencing the bidder's presence in India, in both qualitative and quantifiable terms, with specific reference to research teams and details of available infrastructure may be furnished.</p> <p>(v) Research strength in the country, sector, region and world, based on rating as established by independent global surveys- Details should be given relating to research capabilities, experience and background of the research team.</p>	<b>15</b>
<b>C.</b>	<p><b>Understanding of Giral Lignite Power Limited</b></p> <p>(i) Research reports done on the companies operating in the power sector, including GLPL.</p> <p>(ii) SWOT analysis on GLPL.</p> <p>(iii) Views on likely valuation of GLPL, transaction structuring, marketing strategy, bid evaluation methodology and tentative time-frame.</p>	<b>25</b>
<b>D.</b>	<p><b>Deal Team and Manpower Commitment to the Deal</b></p> <p>Details of core team that will be handling the proposed issue, their status in the organization, their background, qualification, experience and present addresses, e-mail, telephone numbers – office, residence, mobile, etc. – hands-on experience should be furnished. Separately,</p>	<b>25</b>

	<p>similar details in respect of the supervisory team may be indicated.</p> <p>Details of other professionals who would provide back up support may also be indicated separately.</p> <p><b>Note: An undertaking is also to be given that if during the process, any of the core team members is not available due to resignation, leave of absence, etc., another person of the same qualification and experience would be made available with the concurrence of the Company.</b></p>	
<b>Total -100 Marks</b>		

## **10. Award of Contract**

- 10.1.** Bidder meeting eligibility criteria would be required to make a presentation of their credentials & understanding in accordance with the clause No. 9 above.
- 10.2.** The Evaluation Committee would evaluate the Bidders on the criteria mentioned in clause No. 9 above based on their presentation and Proposals received and shortlist them for the purpose of opening of their Financial Bids. Only bidder scoring atleast 70 marks/score out of 100, will be considered technically short-listed.
- 10.3.** After the short-listing of Bidders based on their technical evaluation, the Financial Bids of shortlisted bidders will only be opened. The technically qualified bidder quoting the lowest fee in totality Open Competitive bidding route shall be ranked L1 and RVUN will have the sole discretion to award the contract on L1 bidder. The date and time of opening of the financial bids will be intimated in due course.

## **11. REQUIREMENT FOR FINANCIAL BIDS**

- 11.1.** The Bidder is required to quote a Transaction fee in lump sum in multiple of Rupee one (Rs. 1.00) for aforesaid scope of work only in Financial Bid cover (BoQ) at e-portal. The fee quoted by the Bidder should be excluding GST.
- 11.2.** The Fee quoted by the bidder shall remain FIRM till successful completion of transaction.
- 11.3.** The fee quoted should be unconditional. The travel related expenses and all the other expenses including those related to due diligence would have to be borne by the Advisor.
- 11.4.** In case of calling off of the transaction by the RVUN after initiation of the process, or the proposed disinvestment fails or remains inconclusive or unsuccessful for any reason with prospective buyers to be finally decided by RVUN, a drop-dead fee up to a maximum of 10 lakh shall be payable depending upon the stage/level as given under:

- a) Rs. 5 lakh if the transaction is called off before issue of RFP for inviting EOIs from the prospective buyers.
- b) Rs.7.5 lakh if the transaction is called off after the data room has been set up and the due diligence by the prospective buyers completed.
- c) Rs. 10 lakh if the transaction is called off after reaching to an agreement, the draft of the asset sale agreement/share purchase agreement has been prepared and circulated to the prospective buyer for their formal acceptance.

**11.5.** The Bidders will be liable to pay GST applicable as per prevailing law at their end.

## **12. TERMS OF PAYMENT**

The accepted fee for the aforesaid assignment shall be paid to the selected Bidder after successful completion of the aforesaid transaction. In case of calling off of the transaction by the RVUN after initiation of the process, or the proposed disinvestment fails or remains inconclusive or unsuccessful for any reason with prospective buyers, a drop-dead fee up to a maximum of Rs.10 lakh shall be payable depending upon the stage/level as per provisions laid down in the clause no. 11.4.

## **13. MODE OF PAYMENT**

Advisor will raise the invoices in triplicate to Superintending Engineer (PTD), RVUN, Jaipur. The verified bills shall be forwarded to the Sr. Accounts Officer (EA-Cash), RVUNL duly counter-signed by the concerned Superintending Engineer for arranging payment. The GST occurred during the delivery of services/ performing various required activities shall be paid extra. Payment of GST will be paid after submission of proof of deposition of GST along with GST returns.

## **14. 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;
- (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.

#### **15. CODE OF INTEGRITY AND NO CONFLICT OF INTEREST**

There should not be any conflict of interest at any stage of the assignment. However in case of any conflict, bidder shall immediately inform the RVUNL at **Annexure-VIII**.

#### **16. GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS**

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 and further to second appellate authority as per procedure detailed in **Annexure-X**.

- i. The designation and address of the First Appellate Authority is Chairperson, Jaipur Discom, Vidyut Bhawan, Janpath, Jyoti Nagar, Jaipur.
- ii. The designation and address of the Second Appellate Authority is Principal Secretary/ Secretary, Energy Department, Govt of Rajasthan Vidyut Bhawan, Janpath, Jyoti Nagar, Jaipur.

Form for Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012 is at **Annexure-XI**

#### **17. CONTRACT PERIOD**

The completion period for this work shall be for a period of one year from the date of issuance of this order and can be further extended on mutually agreed basis.

#### **18. CONTRACT AGREEMENT**

The Bidder shall be required to enter into a Contract Agreement with the RVUN on Non-Judicial Stamp Paper as per norms in the prescribed format enclosed at an **Annexure-V**.

#### **19. DISPUTE**

In case of dispute, the decision of the Chairman & Managing Director, RVUN will be final.

#### **20. JURISDICTION**

The jurisdiction of Court will be at Jaipur, Rajasthan only.

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**TECHNO-COMMERCIAL PARTICULARS**

<b>1.</b>	Name of Bidder	
<b>2.</b>	Postal address with Telephone / fax No.	
<b>3.</b>	Name, address, telephone/fax No. With whom Reference may be made	
<b>4.</b>	Please state details of Bid Security Depos it paid	
	DD No and date	
	Amount	
	Bankers Name	
<b>5.</b>	Please confirm that you have experience of similar job executed viz. having experience of atleast 5 years for providing similar requisite advisory services for Disinvestment, Strategic Sale, M&A activities, private equity transaction etc.	
<b>6.</b>	Please confirm that you have successfully completed at least one transaction of Strategic Sale of similar nature in power generation sector of the size of Rs.300 crore or more, after the period from 1st April, 2015.	
<b>a.</b>	State whether details thereof enclosed. Also please state whether relevant documents such as copy of Work Order's secured and performance certificates in support of experience enclosed.	
<b>7.</b>	Please confirm whether confidentiality undertaking enclosed (as per Annexure-VI)	
<b>8.</b>	State whether affidavit mentioning that there are no conviction by a Court of Law or indictment/ adverse order by a regulatory authority for a grave offence against us or any of our sister concern. (as per Annexure-VII)	
<b>9.</b>	Confirm that all technical and commercial terms and conditions are acceptable.	
<b>10.</b>	Any other information the bidder may desire to furnish:	

Copies of performance certificate, Purchase / work orders and other relevant certificates/ documents should be attached.

Seal with Signature of the authorized signatory of the bidder

**FORMAT OF UNCONDITIONAL BID ON THE LETTERHEAD OF THE BIDDER**

This is to certify that the fee quoted by us for engagement as Advisor for Strategic sale of Giral Lignite Power Limited wholly owned subsidiary of Rajasthan Rajya Vidyut Utpadan Nigam Ltd. through Open Competitive bidding is in accordance with the terms and conditions laid down in the Request for Proposals displayed on the website of the RVUN and is unconditional.

Seal with signatures of authorized signatory of the Bidder



To be executed on Non-Judicial Stamp paper of Govt. of Rajasthan as per notified  
by applicable at the time of execution

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

Ref :                      Bank Guarantee No.                      Dated :

To

Addl. Chief Engineer (PPMC&PTD),  
Rajasthan Rajya Vidyut Utpadan Nigam Ltd.,  
3<sup>rd</sup> Floor, Rajasthali Building,  
M.I. Road, Ajmeri Gate  
Jaipur-302003

Dear Sir (s),

In consideration of the \_\_\_\_\_(insert name of the bidder) (hereinafter referred to as 'Transaction Advisor' )submitting the bid inter alia for appointment of Transaction Advisor for Strategic Sale of Giral Lignite Power in reference to tender notice no. RVUN/ACE(PPMC&PTD)/ SE(PTD)/TN-03 /2021 issued by Rajathan Rajay Vidhut Utpadan Nigam (hereinafter referred to as RVUN) and RVUN considering such bid of \_\_\_\_\_(insert name of the bidder) (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Transaction Advisor and issuing Letter of Intent (LOI) no \_\_\_\_\_to \_\_\_\_\_(insert name of selected bidder).

As per the terms of the tender specification, We, the \_\_\_\_\_ Bank, \_\_\_\_\_(address of branch) having our Head Office at \_\_\_\_\_, guarantee and undertake unequivocally, irrevocably and unconditionally to Addl. Chief Engineer (PPMC&PTD), Rajasthan Rajya Vidyut Utpadan Nigam Ltd., 3<sup>rd</sup> Floor, Rajasthali Building, M.I. Road, Ajmeri Gate Jaipur to pay immediately on demand in writing or any officer authorised by it in this behalf, any amount upto and not exceeding Indian Rupees 5,00,000/- (Rupees Five Lacs) only, on behalf of M/s \_\_\_\_\_(insert name of selected bidder).

This guarantee shall remain valid up to contract period of the assignment and a claim period of 30 days from the completion period. If any further extension of

this guarantee is required, the same shall be extended to such required period on receiving instructions from the RVUN.

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this \_\_\_\_\_ the day of \_\_\_\_\_, 2021 at -----

Witness :

\_\_\_\_\_  
(Signature)

(Signature)

\_\_\_\_\_  
(Name)

(Name)

\_\_\_\_\_  
(Official Address)

(Designation with Bank stamp)

Attorney as per Power of Attorney No.

Date

Note:

- 1) Bank Guarantee should be on Non-Judicial Stamp Paper as per prevailing rates.
- 2) Stamp paper should be purchased from Rajasthan State Government in the name of Bank issuing the guarantee

Tender Inviting Authority: Superintending Engineer (PTD) RVUN Jaipur						
Name of Work: To Appoint Transaction Advisor for Strategic Sale of GLPL						
Contract No:						
Bidder Name	To be Filled by Bidder					
<b>PRICE SCHEDULE</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>						
S. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	GST	TOTAL AMOUNT With GST
<b>1</b>	<b>2</b>	<b>4</b>	<b>5</b>	<b>13</b>	<b>14</b>	<b>54</b>
1.01	Advisory services required to undertake tasks related to all aspects of <b>Strategic Sale of GLPL</b> through <b>Open Competitive Bidding Route</b> culminating into successful completion of the transaction as per Terms of Reference (scope of work) of the specification.	1.00	No	To be Filled by Bidder	To be Filled by Bidder	
Total in Figures						
Quoted Rates in words						

To be executed on Non-Judicial Stamp paper of Govt. of Rajasthan as per notified  
by applicable at the time of execution

**CONTRACT AGREEMENT**

THIS CONTRACT IS MADE AT JAIPUR AND SIGNED ON THE

-----DAY OF THE MONTH ..... OF THE YEAR 2021

BETWEEN

RAJASTHAN RAJYA VIDYUT UTPADAN NIGAM LTD.

with Head office at Vidyut Bhawan, Janpath, Jaipur-302005 (herein after referred to as the RVUN in these presents) of the one part

AND

M/s

Company incorporated in ----- under The Companies Act, 1956 and having its registered office at ----- of the other part.

WHEREAS the RVUN desires the services of Advisor for Advising & Managing the Strategic Sale of Giral Lignite Power Limited, wholly owned subsidiary of Rajasthan Rajya Vidyut Utpadan Nigam Ltd. and invited Tender No. RVUN/ACE(PPMC&PTD)/ SE(PTD)/TN-03/2021.

WHEREAS the M/s ----- offered and represented that they are competent, qualified and desirous of undertaking the services for Advising & Managing Strategic Sale of Giral Lignite Power Limited of Rajasthan Rajya Vidyut Utpadan Nigam Ltd. vide their offer No. ----- RVUN after examining the offer accepted their aforesaid offer.

AND WHEREAS RVUN has awarded to M/s ----- to provide the services for Advising and Managing the Strategic Sale of Giral Lignite Power Limited vide RVUN order No. RVUN/ ACE(PPMC&PTD)/ SE(PTD)/TN-03/2021/D. and M/s ----- accepted the same on the terms and conditions set- forth herein. The general terms of the work order and tender document appended hereto are considered a part of this agreement.

- (i) The Adviser have deposited Rs. 5,00,000 (Rupees Five Lakhs only) by furnishing Demand Draft No. /BG in favour of Sr. Accounts Officer (EA-Cash) RVUNL towards EMD.
- (ii) In case of dispute, the decision of the Chairman & Managing Director, RVUN will be final.

- (iii) The work shall be effected and completed as per Clause No. 5 'Deliverables' of the Tender specifications.
- (iv) In case of calling off of the transaction by the RVUN after initiation of the process, or the proposed disinvestment fails or remains inconclusive or unsuccessful for any reason with prospective buyers to be finally decided by RVUN, a drop-dead fee up to a maximum of 10 lakh shall be payable depending upon the stage/level as given under:
  - a) Rs. 5 lakh if the transaction is called off before issue of RFP for inviting EOIs from the prospective buyers.
  - b) Rs.7.5 lakh if the transaction is called off after the data room has been set up and the due diligence by the prospective buyers completed.
  - c) Rs. 10 lakh if the transaction is called off after reaching to an agreement, the draft of the asset sale agreement/share purchase agreement has been prepared and circulated to the prospective buyer for their formal acceptance.
- (v) The Bid Security deposit made by Advisor as per clause No. 1(f) of the tender specifications shall be retained as Performance Guarantee for the entire period of the assignment and shall be refunded on request of Advisor after one month of completion of the entire contract to the satisfaction of the RVUN.
- (vi) If the firm fails or neglects to observe or perform any of his obligations under the contract, it will be lawful for the RVUN to forfeit either in whole or in part at its absolute discretion, the security deposit furnished by the Firm.

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;

On behalf of RAJASTHAN RAJYA VIDYUT  
 UTPADAN NIGAM LTD.  
 SUPERINTENDING ENGINEER (PTD)

On behalf of M/s .....

Witness : With Address

1. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Witness : With Address

1. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**CONFIDENTIALITY UNDERTAKING**

It is certified that the documents/ data/ information pertaining to Power Projects of Rajasthan Rajya Vidyut Utpadan Nigam Ltd., which will be provided to [Name of the bidder] for valuation or otherwise related to it shall be treated as strictly confidential and will not be disclosed or handed over by [Name of the bidder] to any outside agency/ person without prior written permission of the RVUN.

It is further certified that the relevant documents, which are to be submitted by [Name of the bidder] to the RVUN will not be disclosed to any other agency/ person without prior permission of the RVUN and will be treated as strictly confidential.

Seal with Signature of the authorized signatory of the bidder

No. 5/3/2011-Policy  
Government of India  
Ministry of Finance  
Department of Disinvestment

Block 14, CGO Complex,  
Lodhi Road, New Delhi- 110003  
Dated the 8th June, 2011

**OFFICE MEMORANDUM**

**Subject: Guidelines for qualification of Advisers for disinvestment process.**

In order to inspire public confidence in the selection of Advisers through competitive bidding, the Government had framed comprehensive and transparent guidelines defining the criteria for their selection. In addition to using a set of criteria like sector experience, knowledge, commitment etc., additional criteria for qualification/disqualification of the parties to act as Advisers to the Government for disinvestment transactions were prescribed by the Department of Disinvestment vide its O.M. No. 5/3/2011 – Policy dated 2.5.2011.

In supersession of the above-mentioned O.M. of this Department, the revised criteria for qualification/disqualification of the parties to act as Advisers for disinvestment transactions would be as under:

- a. Any conviction by a Court of Law or indictment/adverse order by a regulatory authority for a grave offence against the Advising concern or its sister concern would constitute a disqualification. Grave offence would be defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of offence would be taken on a case-to-case basis after considering the facts of the case and relevant legal principles by the Government. Similarly, the decision in regard to the relationship between the sister concerns would be taken based on relevant facts and after examining whether the two concerns are substantially controlled by the same person/persons.
- b. In case such a disqualification takes place, after the entity has already been appointed as Advisor, the party would be under an obligation to withdraw voluntarily from the disinvestment process, failing which the Government would have the liberty to terminate the appointment/contract.
- c. Disqualification shall continue for a period that Government deems appropriate.
- d. Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which

it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

- e. The disqualification criteria would come into effect immediately and would apply to all the Advisers already appointed by the Government for various disinvestment transactions, which have not yet been completed.
- f. Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- g. Henceforth, these criteria will be prescribed in the advertisements seeking Expressions of Interest (EOI) from the interested parties to act as Adviser. Further, the interested parties shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against the CEO or any of its Directors/Managers/Employees, full details of such investigation including the name of the investigating agency, the charge/offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, similar undertaking will be obtained along with EOI. They would also have to give an undertaking that if they are disqualified as per the prescribed criteria, at any time before the transaction is completed, they would be required to inform the Government of the same and voluntarily withdraw from the assignment.
- h. The interested parties would also be required to submit a list of or disclose any mandated transactions which are in the same line of business as that of the company (being disinvested) in respect of any transaction of same nature as the transaction for which the Government and/or the Company (being disinvested) is proposing to select or have appointed the Adviser and confirm in writing that there exists no conflict of interest as on the date of submitting their proposal for appointment/ their appointment as Advisers in handling of the transaction and that, in future, if such a conflict of interest arises, the Adviser would immediately intimate the Government/Company (being disinvested) of the same.

The Government/Company (being disinvested) shall at its sole discretion after providing due and reasonable opportunity decide whether such future conflict of interest shall materially adversely affect the interest of the Government and the Company (being disinvested) in relation to the transaction and shall be entitled to grant the consent to the Adviser to continue as Adviser or terminate the appointment of the Adviser. For disinvestment purposes, conflict of interest is defined to include engaging in any activity or business by the Adviser in association with any third Party, during the engagement, which would or may be reasonably expected to,



directly or indirectly, materially adversely affect the interest of Government of India and/ or the Company (being disinvested) in relation to the transaction, and in respect of which the Adviser has or may obtain any proprietary or confidential information during the engagement, that, if known to any other client of the Adviser, could be used in any manner by such client to the material disadvantage of Government of India and/ or the Company (being disinvested) in the transaction.

- i. The conflict of interest would be deemed to have arisen if any Adviser in respect of the transaction is appointed by a third party for advising or acting on behalf of or associated with any other person or entity (including any company, partnership, proprietary concern or individual or an HUF or association of persons or body of individuals) which is engaged in the same line of business as that of the Company (being disinvested), in respect of any transaction of same nature as the transaction for which the Government and/or the Company (being disinvested) is proposing to select or have appointed the Adviser. Further, the decision of the Government/Company (being divested) as to whether such other person or entity is engaged in the same line of business as that of the Company being disinvested, shall be final and binding on the Adviser.
- j. The conflict of interest would also be deemed to have arisen if any Adviser firm/ concern has any professional or commercial relationship with any bidding firm/ concern for the same disinvestment transaction during the pendency of such transaction. In this context, both Adviser firm and bidding firm would mean the distinct and separate legal entities and would not include their sister concern, group concern or affiliates etc. The professional or commercial relationship is defined to include acting on behalf of the bidder or undertaking any assignment for the bidder of any nature, whether or not directly related to disinvestment transaction. (This clause is applicable in strategic sale only).
- k. The interested parties would also be required to give information and disclose that as on the date of submitting their proposal for appointment/ their appointment as Advisers in respect of the transaction, they are advising or acting on behalf of or associated with any other person or entity (including any company, partnership, proprietary concern or individual or an HUF or association of persons or body of individuals) which is engaged in the same line of business as that of the Company (being disinvested), in respect of any transaction of same nature as the transaction for which the Government and/or the Company (being disinvested) is proposing to select or have appointed the Adviser.

In the event the Adviser fails to disclose that it is advising or acting on behalf of or associated with any other person or entity which is engaged in the same line of business as that of the Company (being disinvested), in respect of any transaction of same nature as the transaction for which the

Government and/ or the Company (being disinvested) is proposing to select or have appointed the Adviser, at the time of giving the afore-mentioned undertaking, the Government/Company (being disinvested) shall be entitled to terminate their appointment. Before terminating the appointment, a show cause notice stating why its appointment should not be terminated would be issued giving it an opportunity to explain its position.

- l. For a period commencing from the date of appointment of the Adviser till the completion of the transaction, the Adviser shall keep the Company/ Government informed of any mandate/contract entered into to advise or act on behalf of or associate itself with, any other person or entity (including any company, partnership, proprietary concern or individual or an HUF or association of persons or body of individuals) which is engaged in the same line of business as that of the Company being disinvested, in respect of any transaction of same nature as the transaction in respect of which the Adviser has been appointed as the Adviser. Provided that, if six months or more have elapsed from the date of appointment as Adviser to the government disinvestment transaction, the Adviser would normally be permitted by the Government/Company (being disinvested), save for exigent circumstances. The decision of the Government/Company (being disinvested) in this regard shall be final and binding on the Adviser. Further, the decision of the Government/Company (being divested) as to whether such other person or entity is engaged in the same line of business as that of the Company being disinvested, shall be final and binding on the Adviser.
- m. For the purpose of clauses (k) and (l) above, the “nature” of transaction may include, but not be limited to, a capital market transaction which in turn could include, but not be limited to, a domestic offering of shares or any other security, whether by way of initial public offer or further public offer or qualified institutions placement or issue of IDRs or by any other manner, as well as the international offering of securities, whether by way of issue of ADRs, GDRs or FCCBs or by any other manner.
- n. In the event the Adviser fails to obtain the prior written consent of the Government/Company (being disinvested) as aforesaid, the Government/ Company (being disinvested) shall be entitled to terminate the appointment of the Adviser. Before terminating the appointment, a show cause notice stating why its appointment should not be terminated would be issued to the Adviser giving it an opportunity to explain its position.

Sd/-

(V.P. Gupta)

Deputy Secretary to the Government of India

**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.

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.

**Declaration by the Bidder**

In relation to our Bid submitted to ..... [Designation and address of the procuring entity] for procurement of ..... [Name of the Works] in response to their Notice Inviting Bids No..... Dated..... We hereby declare, that:

1. We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;
3. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to 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. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;
6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.

Date:

Signature of Bidder

Place:

Name:

Designation:

Address:

**Grievance Redressal during Procurement Process (as per RTPP)**

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

**FORM No. I**

**[See rule 83]**

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

Appeal 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)

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:

**Note :**

1. Continuation sheets of like size and format may be used as per Bidder's requirements and annexed to this Schedule.
2. The deviations and variations, if any, shall be brought out separately for each of the item.

To be executed on Rs. 50/- Non-Judicial Stamp paper of Govt. of Rajasthan as per notified by applicable at the time of execution

**Form of Bid Securing Declaration**

Date:

Tender Notice No.: RVUN/ ACE(PPMC&PTD)/SE(PTD)/TN-03/2021

To

Addl. Chief Engineer (PPMC&PTD)

RVUN, 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 are required to pay the bid security amount specified in the term and conditions of Bid, in the following cases, namely:-

- a. When we withdraw or modify our bid after opening of bids;
- b. When we do not execute the agreement, if any, after placement of supply/ work order within the specified period;
- c. When we fail to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
- d. When we do not deposit the performance security within specified period after the supply/ work order is placed; and
- e. If we breach any provision of code of integrity prescribed for bidding specified in the act and chapter VI of these rules.

In addition to above, the state government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this bid securing Declaration shall expire if:-

- i. We are not the successful bidder;
- ii. The execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- iii. Thirty days after the expiration of our bid
- iv. The cancellation of the procurement process; or
- v. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

In the capacity of:

(Duly authorized to sign the bid for and on behalf of)

Dated on \_\_\_\_\_ day of \_\_\_\_\_

Corporate seal \_\_\_\_\_