

RAJASTHAN RAJYA VIDYUT UTPADAN NIGAM LTD.

TENDER SPECIFICATION

FOR

Appointment of Asset Valuer for carrying out valuation of Assets of Giral Lignite Power Limited for Strategic Sale of Giral Lignite Power Limited of Rajasthan Rajya Vidyut Utpadan Nigam Ltd.

TENDER NOTICE NO. RVUN/CE(TD)/TN-14/2021-22

CHIEF ENGINEER (TD)

RAJASTHAN RAJYA VIDYUT UTPADAN NIGAM LIMITED

JAIPUR



RAJASTHAN RAJYA VIDYUT UTPADAN NIGAM LTD.

Corporate Identity Number (CIN) – U40102RJ2000SGC016484

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

OFFICE OF THE CHIEF ENGINEER (TD)

Room No. 501, 5th Floor, Dreamax Plaza, Sahakar Marg, Jaipur-302005

TeleFax-0141-2740321, E-mail ID:-ce.td@rrvun.com/ sesplcell@rrvun.com



TENDER INVITING NOTICE (NIT) NO.TN-14/2021-22

Online Tenders are invited by the Chief Engineer (TD), RVUN, Jaipur to appoint Asset Valuer for carrying out valuation of Assets of Giral Lignite Power Limited for Strategic Sale of Giral Lignite Power Limited, a wholly owned subsidiary of Rajasthan Rajya Vidyut Utpadan Nigam Ltd.

GENERAL

1.0 FILLING OF BID:

- 1.1. Bids shall be submitted through on-line e-Tendering Process on website <http://www.eproc.rajasthan.gov.in> alongwith 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.
- 1.2. Applicants will have to register themselves on website www.eproc.rajasthan.gov.in for participating in this tender.
- 1.3. The Bidder should upload scanned copy of Bid security Declaration/ DD/BC (tender fee & processing fee) as required on e-procurement website <http://www.eproc.rajasthan.gov.in>. Tender Cost is 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 (TD) RVUNL
Account No	:	61003055384
Bank Details	:	State Bank of India, Jaipur
IFSC CODE	:	SBIN031026
UPI Id	:	61003055384@sbi
- 1.4. An Applicant who will deposit processing fees on scheduled date & time shall only be considered for opening of NIT.
- 1.5. Tender Cost (non- refundable) of Rs. 5,000/- Plus 18% GST shall be paid

by way of Online mode / demand draft drawn in favour of Sr. Accounts Officer (TD) RVUNL payable at Jaipur.

- 1.6. The Bidder have to furnish a bid security declaration in-terms of EMD/ Bid security of Rs. 20,000/- on NJSP of GoR of Rs. 50 in-terms of circular dt. 23.12.2020 issued by FD(G&T) SPFC GoR (Format enclosed at annexure-XI)

The Bidder shall submit the Declaration of Bid Security as per the **Annexure-XI** as part of the bid. By submission of this declaration, the bidder accepts that they will pay the bid security amount in cases mentioned in declaration of bid security as specified hereunder;

Bid Security deposit of Rs. 20,000/- shall be deposited in favour of 'Sr. Accounts Officer (TD) RVUNL payable at Jaipur, by way of Online mode/ Demand Draft/ Bankers Cheque as requested by RVUN during validity period of bid.

- 1.7. The Demand Drafts for Tender Fee & Tender Processing Fee is to be submitted to the Superintending Engineer (TD-III), 5thFloor, Dreamax Plaza, Sahakar Marg, Jaipur-302005 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 /in-person/ by post in the office of Superintending Engineer (TD-III) 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.
- 1.8. The successful Bidder shall submit Performance Guarantee for Rs. 1,00,000/- (Rupees One Lacs) in DD/ Cheque within 15 days of LOI date valid for the entire period of the assignment and shall be refunded after 3 months of successful completion of contract upon fulfillment of all other contractual obligation to the entire satisfaction of RVUN.
- 1.9. All the bid(s) shall be valid for 180 days from the date of opening of technical bid.
- 1.10. The bidder may if wish 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/ equipments and their operating conditions.
- 1.11. The contract to be executed with the successful bidder in due course will be subject to the General Conditions of Contracts of RVUN and provisions of RTPP Act & Rules thereto.

2.0 IMPORTANT DATES:

S.N.	Events	Date & Time	Place/ Website
a.	Date & time of downloading of Tender Document	From 14.10.2021 to 01.11.2021	www.eproc.rajasthan.gov.in
b.	Bid submission start date	18.10.2021	www.eproc.rajasthan.gov.in
c.	Last Date & time of submission of Bid online	Up to 01.11.2021 (up to 3.00 P.M.)	www.eproc.rajasthan.gov.in
d.	Deposition of Tender Fee, Bid Security deposit and processing fee in physical form	Up to 01.11.2021 during working hours up to 3.00P.M.	Superintending Engineer (TD-III), Room No. 506, 5th Floor, Dreamax Plaza, Sahakar Marg, Jaipur-302005
e.	Date & time of opening of Bids	At 3.00 P.M. on 02.11.2021	www.eproc.rajasthan.gov.in
f.	Contact Persons	9.30 A.M. to 6.00 P.M.	Superintending Engineer (TD-III) Mobile No. 9413349639

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

3.0 BIDDERS QUIRIES:

The bidders may submit their queries at email sesplcell@rrvun.com, if any.

4.0 INTRODUCTION:

- a. 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.
- b. 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. Both units of Giral LTPP were 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.

- c. RVUN proposes to disinvest its equity shareholding in GLPL by way of Strategic Sale to strategic investor(s). For the purpose, RVUN intends to engage the services of a reputed firm for valuation of the fixed assets of GLPL. Eligible firms, as per eligibility conditions prescribed in ‘Eligibility Criteria’ may submit proposal as per the guidelines mentioned in this Tender, for selection as asset valuer.

5.0 TERMS OF REFERENCE (SCOPE OF WORK):

The broad scope of work for the Asset Valuer is to carry out valuation of Land & Buildings, Civil Infrastructure like roads, drains, compound wall, etc. and Plant & Machinery (including electrical) on an “as is where is basis” as well as on a “highest and best use basis”.

In estimating the market value for the above assets, the Valuer shall;

- 5.1. Clearly identify and describe the property being valued.
- 5.2. Due Diligence and Review of the location, site plans, Plant & Machinery and due diligence on planning approvals / reservations from various regulatory authorities as applicable, lay outs etc. Review of physical encumbrances, if any.
- 5.3. Collect information and conduct due diligence of matters like market information, quotations and offers of similar assets sold or available in close proximity to the subject property.
- 5.4. Value of the property by anyone or a combination of the following methods:
 - (i) Comparison Method
 - (ii) Income Capitalisation
 - (iii) Discounted Cash Flow
 - (iv) Cost Approach method, or any other generally accepted valuation methods.
- 5.5. Suitably provide the justification / logic / assumption for selecting the appropriate method for valuation.
- 5.6. State any assumptions or limiting conditions that may affect the analysis, opinions and conclusions.
- 5.7. Provide sufficient information to permit those who read and rely on the report to fully understand the data, reasoning, analyses and conclusions underlying Asset Valuer’s findings, opinions and conclusions.

- 5.8. Completely and understandably set forth the valuation report in a manner, which will be comprehensive, accurate, and not in any manner misleading.
- 5.9. The Valuer will be responsible for generating a draft report and making detailed presentations on the subject matter as may be required by RVUN. Post presentation, the Valuer, shall, if required, incorporate the suggestions as may be requested by RVUN or provide for any other additional clarification that may be required. The final deliverable shall be a Final Valuation Report, incorporating the change/ modifications as may be suggested above.

5.10. **Notes:**

1. To assess the fair market value of land, one of the factors to be kept in mind is the general situation of the land availability and the demand thereof.
2. The asset valuer is not required to give any legal opinion on the title deed/ lease agreements. Therefore there is no need for them to consult any legal advisor. However, factors such as ownership of land, land use, restrictions on transfer/ change of land use, etc. are to be kept in mind while valuing the land.
3. In addition to above scope of work, the **Valuation Report** should, *inter alia*, provide the following:
 - (i) Approach & Methodology followed.
 - (ii) Valuer assessment on the aspects mentioned above and other considerations taken in valuation of assets and how these have been considered in arriving at the values.
 - (iii) Fair value of the fixed assets covering land, building, plant and machinery and other fixed assets, indicating the following:
 - a) Land- Land and title details, values arrived at with reference to various sources/methods, final recommended value etc.
 - b) Building- Specifications, condition computation of fair value (Such as details) regarding current costs, depreciation for past usage, additional cost required for repair & renovations, etc.)
 - c) Plant and machinery- Specification, condition, computation of fair value (Such as details regarding current costs, depreciation for past usage, additional cost required for repair & renovations, etc.)
 - d) Other Fixed Assets: Specifications, condition, depreciation for past usage and additional cost required for repair and

renovation, values arrived at with respect to various sources/methods.

- e) Any other matter which the Valuer in his own judgment should feel is worth indicating.
 - f) Replacement Value and Realisable Value for the above assets must be shown separately. If in the opinion of the valuer certain Assets are likely to realize only scrap value, the same should be clearly indicated with suitable justifications for the same.
4. 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 Asset valuer by RVUN will also form an integral and mandatory part of the ToR.

6.0 ELIGIBILITY CRITERIA:

The Bidder should meet out the following eligibility criteria;

- 6.1. Bidder should be a Government-approved Valuer registered with Income Tax Department/ RBI/ CPWD/ BIFR, etc.; and having experience of at least 3 years for providing similar requisite Asset valuation services.
- 6.2. Bidders should have completed at least one evaluation of assets of power generation plant of the size of Rs. 300 crore or more during the last three years.
- 6.3. The bidder should have valid GST registration number. For the above purpose bidder should submit copy of GST registration certificate along with latest filed GST Returns.
- 6.4. Consortium bids will not be allowed.

7.0 BID SUBMISSION:

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. 5,000/- Plus 18% GST in favour of 'Sr. Accounts Officer (TD) RVUNL payable at Jaipur.
- (e) Scanned copy of Bid Security Declaration in view of Form against the requisite Bid security Deposit of Rs. 20,000/-.

(ii) **Cover 2 :**

- (a) Techno-Commercial Bid alongwith all schedules, certificates & annexures duly filled & signed by authorized signatory of Bidder as per Format at **Annexure-I**.
- (b) Documents as mentioned in the Clause 9.1.
- (c) Confidentiality Undertaking in the Format at **Annexure-II**.
- (d) Certificate on unconditional bid in the format at **Annexure-III**. Please note that bids with conditionality shall be summarily rejected.
- (e) Affidavit for no conviction by a Court of Law or indictment/ adverse order by a regulatory authority for a grave offence against Bidder or any of bidder's sister concern duly signed by the authorized signatory of the bidder, as per **Annexure-IV**.
- (f) Declaration by the Bidder at **Annexure – VIII**.

(iii) **Cover3:**

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

Financial Bid, to be opened only after the presentations and of only 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.

8.0 DISCLAIMER:

- 8.1. The RVUN reserves the sole right to accept or reject any or all proposals thus received without assigning any reason thereof.
- 8.2. The Company 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.
- 8.3. Consortium bids will not be allowed.

- 8.4. Subcontracting of the assignment will not be allowed. The appointed Asset Valuer shall be solely responsible for all the required final deliverables.

9.0 PROCEDURE FOR SELECTION OF ASSET VALUER:

- 9.1. Bidder would be required to make a presentation of their credentials & understanding before the evaluation committee. The bidders shall provide the following information to ensure the capability of bidder for execution of the assignment;
- A. Experience and capability
 - (i) Profile of the organization
 - (ii) Capability, capacity, experience and expertise in handling similar assignments
 - (iii) Details of domestic/ international assignments handled
 - (iv) Demonstrate ability to work with the Company and in coordination with the Advisor and other intermediaries as part of a team
 - B. Infrastructure and Manpower
 - (i) Details of infrastructural facilities like office, manpower, etc.
 - (ii) Detailed profile of the core and support teams (with CV's of each team member detailing qualification and relevant experience) that will be deployed on the assignment in the event of selection.
 - C. Indicative Timeline
 - Demonstrate ability to deliver in accordance with tight timetable and the ability to commit key personnel for the entire duration of the transaction.
- 9.2. The Evaluation Committee would shortlist the Bidders on the criteria mentioned in Clause no.6 for meeting eligibility criteria above based on Proposals received and shortlist them for the purpose of opening of their Financial Bids.
- 9.3. The Financial Bids of shortlisted bidders will only be opened. The technically qualified bidder quoting the lowest fee shall be ranked L1, the second lowest bidder as L2 and so on in that order. The L1 bidder will be considered for award of the assignment. The date and time of opening of the financial bids will be intimated later on.

10.0 REQUIREMENT FOR FINANCIAL BIDS:

- 10.1. The Bidder is required to quote a Lump-sum Asset Valuation fee 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.

- 10.2. The Fee quoted by the bidder shall remain FIRM till successful completion of transaction.
- 10.3. The fee quoted by the bidder shall be unconditional. The travel related expenses and all the other expenses including those related to due diligence would have to be borne by the Asset Valuer.
- 10.4. The Bidders will be liable to pay GST/ taxes applicable as per law.
- 10.5. The successful bidder shall be required to enter into a Contract Agreement with the RVUN, failing which the appointment of the successful bidder is liable to be cancelled.

11.0 TERMS OF PAYMENT:

The fee to the selected Bidder shall be paid in two parts:

- 11.1. The 50% payment would be paid on Draft report submission with values. The asset value in draft report is to be submitted in sealed envelope.
- 11.2. The balance 50% would be paid after successful completion of the transaction or the transaction is called off after the report has been handed over by the Asset Valuer.

12.0 MODE OF PAYMENT:

Asset Valuer will raise the invoices in triplicate to Superintending Engineer (TD-III), RVUN, Jaipur. The verified bills shall be forwarded to the Sr. Accounts Officer (TD), RVUN 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.

13.0 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.

14.0 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-VII.**

15.0 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-IX.**

- 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, GoR, Vidyut Bhawan, Janpath, Jyoti Nagar, Jaipur.

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

16.0 CONTRACT PERIOD:

The completion period for this work shall be for a period of 45 days from the date of issuance of LOI and can be further extended on mutually agreed basis.

17.0 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-VI.**

TECHNO-COMMERCIAL PARTICULARS

1.	Name of Bidder	
2.	Postal address with Telephone / fax No.	
3.	Name, address, telephone/fax No. With whom Reference may be made	
4.	Please state details of Bid Security Deposit paid	
	DD No and date	
	Amount	
	Bankers Name	
5.	Please confirm that you are a reputed Government-approved Valuer registered with Income Tax Department/ RBI/ CPWD/ BIFR, etc.;	
6.	Please confirm that you have experience of similar job executed viz. having experience of atleast 3 years for providing similar requisite Asset valuation services.	
7.	Please confirm that you have completed at least one valuation of assets of power generation plant of the size of Rs.300 crore or more during the last three years.	
a.	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.	
8.	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-IV)	
9.	Confirm that all technical and commercial terms and conditions are acceptable.	
10.	Any other information the bidder may desire to furnish:	

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

Seal with Signature of the authorized signatory of the bidder

Confidentiality Undertaking

It is certified that the documents/ data/ information pertaining to Giral Lignite Power Limited, 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 valuation reports and other 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 RUVN and will be treated as strictly confidential.

Seal with Signature of the authorized signatory of the bidder

FORMAT OF UNCONDITIONAL BID ON THE LETTER HEAD OF THE BIDDER

To,

Superintending Engineer (TD-III)
Rajasthan Rajya Vidyut Utpadan Nigam Ltd.
Jaipur, Rajasthan

Dear sir,

This is to certify that the fee quoted by us for engagement as Asset Valuer for disinvestment in Giral Lignite Power Limited wholly owned subsidiary of Rajasthan Rajya Vidyut Utpadan Nigam Ltd. through outright sale is in accordance with the terms and conditions laid down in the Tender displayed on the website of the RVUN and is unconditional.

Seal with signatures of authorized signatory of the Bidder

FORMAT OF AFFIDAVIT ON NON-JUDICIAL STAMP PAPER of Rs.100/-

To,

Superintending Engineer (TD-III)
Rajasthan Rajya Vidyut Utpadan Nigam Ltd.
Jaipur, Rajasthan

Dear Sir,

“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. It is further certified that there is no investigation pending against us or our sister concern or the CEO, Directors/ Managers/ Employees of our concern or of our sister concern.

It is also certified that no conflict of interest exists as on date and if in future such a conflict of interest arises, we shall intimate the same to the Company.”

Seal with signatures of authorized signatory of the Bidder

Financial Proposal

Tender Inviting Authority : SUPERINTENDING ENGINEER (TD-III)		
Nature of Work: TO APPOINT ASSET VALUER FOR DISINVESTMENT OF GLPL		
Contract No: TN-14/2021-22		
Bidder Name :		
<u>SCHEDULE OF PRICE</u> (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)		
Sl. No.	Description of work	Asset Valuation Fee (all inclusive) in INR in Figures To be entered by the Bidder
		Figures
1.00	Lump Sum Asset Valuation Fee in Indian Rupees. The fee quoted by the Bidder should include all the applicable taxes, cess, duties, except GST. The travel related expenses and all the other expenses including those related to due diligence would have to be borne by the Asset Valuer.	
		In words (Rupees only)

(Format)

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 VidyutBhawan, 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, 1956/2013 and having its registered office at ----- of the other part.

WHEREAS the RVUN desires the services of Asset Valuer for carrying out valuation of Assets of Giral Lignite Power Limited for Strategic Sale of Giral Lignite Power Limited, wholly owned subsidiary of Rajasthan Rajya Vidyut Utpadan Nigam Ltd. and invited bid against Tender No. RVUN/CE(TD)/ ACE(TD)/TN-14/2021-22.

WHEREAS the M/s ----- (Firm) offered and represented that they are competent, qualified and desirous of undertaking the services for carrying out valuation of Assets of Giral Lignite Power Limited for 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 carrying out valuation of Assets of Giral Lignite Power Limited for Strategic Sale of Giral Lignite Power Limited vide RVUN order No. RVUN/CE(TD)/ ACE(TD)/TN-14/2021-22/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 Asset Valuer has deposited Rs. 1,00,000/- (Rupees One Lacs only) by furnishing Demand Draft No. /BG in favour of Sr. Accounts Officer (TD) 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 'Terms of Reference' of the Tender specifications.
- (iv) The Bid Security deposit made by Asset Valuer as per clause No. 1.6 of the tender specifications shall be retained as Performance Guarantee for the entire period of the assignment and shall be refunded on request of Asset Valuer after three month of completion of the entire contract and other contractual obligation to the satisfaction of the RVUN.
- (v) 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 (TD-III)

On behalf of M/s

Witness : With Address

Witness : With Address

1. _____

1. _____

2. _____

2. _____

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 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 Noof.....

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/ CE(TD)/ACE(TD)/TN-14/2021-22

To

Superintending Engineer (TD-III)

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 _____