

**RAJASTHAN RAJYA VIDYUT UTPADAN NIGAM LTD.**

**OFFICE OF THE SUPERINTENDING ENGINEER (FUEL)**

**SHED NO. 10/8, VIDYUT BHAWAN, JANPATH, JYOTI NAGAR,**

**JAIPUR – 302005**

**ANNUAL RATE CONTRACT FOR YEAR 2020-21 FOR SUPPLY OF LSHS to VARIOUS POWER PROJECT OF RVUN (KTPS, KOTA/ STPS-O&M, SURATGARH/ STPS-SC, SURATGARH/ CTPP-O&M, CHHABRA/ CTPP-SC, CHHABRA/ KATPP, JHALAWAR)**



- 1. INSTRUCTIONS TO BIDDER.**
- 2. GENERAL CONDITIONS OF CONTRACT(GCC) FOR SUPPLY**
- 3. SPECIFICATION OF THE MATERIAL & ESTIMATED REQUIRED QUANTITY**

**No. TN\_CE\_FUEL\_33/2019-20**

**Due for opening : 14.02.2020**

**SECTION-I**

[1]

Seal & Auth. Sign of Bidder

## PART-1

### **INSTRUCTIONS TO BIDDERS**

#### **1.1 Introduction**

This Part of the Bidding Documents i.e. Instructions to the bidder provides the information necessary for bidders to submit responsive bids, opening and evaluation and process for award of contract. If any information provided in this document has conflict with the provision of GCC, than the later shall prevail. In case there are special conditions of contract, than context of SCC shall prevail on ITB and GCC. If there is any law related issue, RTPP act and Rules shall prevail.

The Bid documents comprise two separate volumes designated as Section-I & Section-II, Section-I Instructions to Bidders & Section-II General Conditions of Contract (GCC.).

The Bidder, in his own interest is requested to read very carefully these instructions and the terms & conditions as incorporated in other parts of this Section-I & Section-II before filling the Bid. Submission of the Bid shall be deemed to be the conclusive proof of the fact that the Bidder had acquainted himself and is in agreement with all the instructions, terms & conditions governing the specification, unless otherwise specifically indicated/ commented by him in his Bid.

#### **1.2 General details regarding the amount of tender fee, earnest money and e-tender processing fee is as under:-**

<b>S. No.</b>	<b>Item</b>	<b>Particulars</b>
1.	Name of Work	Annual Rate Contract for year 2020-21 for supply of LSHS to various power plants of RVUN (KTPS, Kota/ STPS-O&M, Suratgarh/ STPS-SC, Suratgarh/ CTPP-O&M, Chhabra/ CTPP-SC, Chhabra/ KATPP, Jhalawar).
2.	Tender Fee (Non Refundable)	Tender Fee of Rs. 11,800/-(including GST) to be paid either through NEFT/IMPS/RTGS mode or through DD/BC DD of Nationalized/ Scheduled Bank in favour of Sr. Accounts Officer (EA-Cash), RVUNL, JAIPUR.
3	Earnest Money Deposit/Bid Security	The tenderer shall deposit an amount of Rs. 2.40 Crore (Rs. Two Crore Forty Lakh only) in the form of Demand Draft/ Bankers Cheque (for full amount) in favour of Sr. Accounts Officer (EA-Cash), RVUNL, JAIPUR <b>OR</b> Rs. 60.0 Lac through Demand Draft/ Bankers Cheque & Rs. 180.0 Lac through Bank Guarantee (Bank Gurantee should be valid for 180 days from the date of opening of Bid) as Earnest Money (EMD).
3.	e-tender processing fee (Non Refundable)	Rs. 1000/- (To be paid in the form of DD of Nationalized/ Scheduled Bank in favour of Managing Director, RISL, payable at Jaipur)
4.	Estimated Cost	Rs 120,00,00,000/-(Rs One Hundred Twenty Crores)
5.	Validity of Bid	<b>120 days from the date of opening of Technical Bid.</b>

The Bank Account details of Sr. Accounts Officer (EA-Cash), RVUNL, JAIPUR are as under:-  
Bank and Branch: State Bank of India, Collectorate Branch, Jaipur  
**Account no. 51093320910, IFSC code: SBIN0031026**

**Please note that it is mandatory for the bidder to submit the NEFT/RTGS/IMPS details i.e. UTR No. or reference any showing payment towards tender cost & EMD and also**

**submit Demand Draft (DD) for processing fee in physical form in the office of SE (FUEL), RVUN, Jaipur within scheduled date & time as mentioned in the NIT, otherwise technical bid will not be opened even-though they have uploaded the copies of the same on E-tender portal.**

### **1.3 PRE-QUALIFYING REQUIREMENT(PQR)**

Bidder shall be required to furnish supporting documents to comply with the following pre-qualifying requirement:-

- a) The bidder should have own refinery for processing crude oil.
- b) The bidder should be original manufacturer of LSHS as per IS:11489-1985 (Reaffirmed in 2001).
- c) The average annual turnover of the bidder in the preceding three financial years as on date of bid opening shall not be less than Rs. 120 Crore.
- a) The bidder should have executed supplies of LDO/HSD/LSHS/HFO to any Govt./Semi Govt./ NTPC/ PSU entity/ private organization during last 7 years as on date of bid opening either of following:-
  - Three orders executed each costing not less than Rs. 48 Crore  
OR
  - Two orders executed each costing not less than Rs. 60 Crore  
OR
  - One order executed costing not less than Rs. 96 Crore.

#### **NOTE:**

- a. Other income shall not be considered for arriving at annual turnover.
- b. In cases where audited results for the last preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable.
- c. The word "executed" means that the bidder should have achieved the progress specified in the Qualifying Requirement even if the total order is not completed / closed. The same shall be supported by documentary evidence issued by the Purchaser.
- d) **General Requirements for documents to be submitted by the bidder in support of PQR**
  - i. Annual reports/copy of audited P&L accounts/certified copies of P&L account, balance sheets.
  - ii. Documentary evidence for being manufacturer like registration certification issued by SSI/ NSIC/ SC/ Directorate of industries/ ISO certificate/ any other document in support of Original manufacturer of material.
  - iii. Copies of Purchase Orders, satisfactory execution certificate and other relevant documents for proof of execution of Purchase Orders.
  - iv. Copy of test report of LSHS recently Manufactured/Supplied.

### **1.4 FILLING AND SUBMISSION OF BID PROPOSAL**

- (i) The bidding procedures, contract terms and technical requirements are prescribed in the bid documents. The bidder is expected to examine all instructions, forms, terms, specifications and

other information in the bid documents. Failure to furnish all information required by the bid documents or submission of a bid proposal not substantially responsive to the bid documents in every respect will be at bidder's risk and may result in rejection of bid proposal.

- (ii) **The bidders who are interested in bidding can download tender documents from Website <http://eproc.rajasthan.gov.in>. Bids shall be submitted through on-line, E-Tendering Process on website <http://www.eproc.rajasthan.gov.in> and all blanks in the bid & the schedules of the specification shall be duly filled in, on or before the scheduled date and time for submission mentioned in the NIT. The completed forms & schedules to the specification shall be considered as part of the contract documents in case of successful bid(s).**
- (iii) The bidder will have to register themselves on website <http://www.eproc.rajasthan.gov.in> for participating in this tender (Bidder registered on [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) before 30.09.11 needs to be registered again). For this purpose Digital Signature Certificate (DSC) have to be obtained from any agency approved by CCA. This DSC will be used to sign the bids submitted online by the bidder. Un-signed tenders will not be entertained and will be rejected out rightly. Bidders who already have a valid Digital Signature Certificate need not to procure new Digital Certificate.
- (iv) The bidder shall submit their offer along-with tender documents (as downloaded from website) only in online electronic format both for technical & price bid / financial bid on website <http://www.eproc.rajasthan.gov.in> and all documents should be digitally signed. The Bidder shall take print out of NEFT/RTGS/IMPS payment details showing payment towards Earnest Money Deposit (EMD) & Tender Cost and upload the scanned copy of payment details (for EMD & tender cost) along-with scanned copy of DD towards e-tender Processing Fee on e-procurement website <http://www.eproc.rajasthan.gov.in>. **Physical submission of bids is not allowed. However, the original DD(for Processing Fee) along-with hard print out copy of details of payment towards EMD & Tender cost of requisite value mentioned in NIT shall be deposited in the office of Superintending Engineer (FUEL), RVUN, Jaipur at Vidyut Bhawan, Janpath, Jyoti Nagar, Jaipur-302005 up to scheduled date & time mentioned in NIT, otherwise technical bid will not be opened even though they have uploaded copies of the same on e-tender portal.**

The bid should be prepared and submitted strictly in accordance with the procedure mentioned. It should include information as desired and detailed in the bid documents.

- (v) The bid shall be submitted online on e-procurement website <http://www.eproc.rajasthan.gov.in> in Two Parts{**Part –I (Technical Bid) consists of Cover-1 & 2 and Part-II(Price Bid) consists of Cover-3**} as detailed below and as per guidelines mentioned herein:

#### **Part-I- Techno-Commercial Bid (Cover-1 & 2):-**

**Cover-1:** Scanned copy of details of payment made through electronic fund transfer towards Tender Cost, Earnest Money Deposit and Scanned copy of DD for processing Fee.

#### **Cover-2:**

Signed complete tender document along-with GCC, ITB, all addendums/ amendments issued & uploaded by RVUN on the above website along with tender forms and schedules for techno-commercial bid, scanned copies of supporting documents and related documents as detailed below:-

- I. Scanned copy of experience certificates.

- II. Schedules in respect of Pre-Qualification Requirements along-with supporting documents.
- III. Signed summary of the relevant experience of the supply/work as desired, along with attested copies of respective purchase/work orders and performance/successful completion certificates.
- IV. Signed tender documents i.e. technical specifications & G.C.C. with all addendum(s), amendments and formats.
- V. Technical particulars.
- VI. Deviation Schedule mentioning departures from technical specification, if any.
- VII. Deviation Schedule mentioning departures from commercial terms and conditions, if any.
- VIII. Latest balance sheet and audited Profit & Loss Account for previous three years.
- IX. All duly filled schedules, undertakings etc. as per tender documents
- X. Any other technical data and further information, the bidder wishes to submit in addition to the above as well as descriptive leaflets and drawings etc. may be enclosed along-with above information.

The name and designation of person signing the tender documents shall be clearly indicated. In case of partnership firm/limited company /group of companies, a power of attorney in favour of the person authorized to sign be furnished.

Documents related to pre-qualification requirements and technical schedules have to be prepared carefully since they will be the basis for evaluation of the proposals. The supporting documents must contain all the complementary information to assess the quality & the conformity of the proposed work/supply with the specifications of tender documents.

**Part-II-Price Bid (Cover-3):-**  
**Cover-3: (Schedule of Prices)**

- I. Digitally signed Price Schedule(s) along with break-up of prices. The bidder should quote corresponding prices as per relevant spaces provided in the form detailed BOQ(Billing of Quantities) which is published with the NIT. Kindly note that breakup of taxes & duties, transportation to be filled in price schedule given in the BOQ is mandatory. Any changes in the prescribed format of BOQ will not be acceptable.
- II. The bidder must quote the prices strictly in the manner as indicated herein, failing which bid is liable for rejection.

- (vi) Tenders, duly signed by the authorized signatory, shall be submitted on the website <http://www.eproc.rajasthan.gov.in> as per ITB before the scheduled date and time of submission mentioned in the NIT.
- (vii) The system does not permit electronic submission of tenders after due date and time.
- (viii) No alteration should be made to the form of the bid specification and schedules. The bid must comply entirely with the specifications.
- (ix) The bid and all accompanying documents shall be in English language and shall be signed by a responsible and authorized person. The name, designation and authority of the signatory shall be stated in the bid. Whenever, language is other than English, its authenticated translated English version shall be submitted.

- (x) All bids and accompanying documents shall be addressed to **The Superintending Engineer (FUEL), Rajasthan Rajya Vidyut Utpadan Nigam Limited, Shed No. 10/8, Vidyut Bhawan, Janpath, Jyoti Nagar, Jaipur-302005.**
- (xi) **The bidder should sign the bid on each page at the end. All bids and accompanying documents should be chronologically numbered.**
- (xii) Telegraphic/Fax/Email quotation will not be considered.
- (xiii) **Participating bidders are required to quote the competitive prices in the price-bid (BOQ) only.**
- (xiv) Bidders not fulfilling pre-qualifying requirements are advised not to submit their offer against this bid specification. The offer of the bidder not fulfilling the pre-qualifying requirements will be rejected.
- (xv) If any bidder withdraws his tender prior to expiry of validity period or mutually agreed extended period or makes modifications in the rates, terms and conditions in their submitted offer within the said validity period, which are not acceptable to RVUN, or fails to commence the work/supply in the specified period or fails to execute the agreement, RVUN shall without prejudice to any other right or remedy be at liberty to forfeit the amount of earnest money deposit given in any form absolutely.
- (xvi) If any Supplier, who having submitted a tender does not execute the agreement or does not start the work/supply or does not complete the work/supply and the work/supply has to be put to re-tendering, he shall stand debarred from participating in such re-tendering in addition to forfeiture of earnest money deposit and other action shall be taken as per agreement/terms & conditions of the contract/tender.
- (xvii) If there is strong justification of believing that the bidder or his authorized person has been guilty of mal-practices such as submission of forged documents, influencing individually or politically, his offer will be liable to rejection and in such case his earnest money deposit shall be forfeited.
- (xviii) All tenders, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling or discrepancies in figures or words or other discrepancies, may be liable to rejection.
- (xix) Conditional tenders shall not be accepted and will be liable to rejection.
- (xx) The bidder shall ensure that scanned copy of all the schedules as asked in tender document have been filled up and attached with the bid submitted in electronic format.
- (xxi) The acceptance of the tender will rest with the competent authority who does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason.
- (xxii) **Tender Fee and Tender Processing Fee are not refundable in any condition.**
- (xxiii) Before submitting a tender of above work/supply, the bidder may acquaint himself by visiting the site and locality of the work/supply, so as to have an idea of conditions and difficulties which may be encountered during the execution of the contract. The costs of visiting the site shall be borne by the bidder itself.
- (xxiv) Tender, drawings, technical data or documents furnished by the bidder for Purchaser's approval or information, as provided under the said tender shall be self-contained and clearly readable without ambiguity.

- (xxv) If the Bidder deliberately gives wrong information in his tender to create circumstances for the acceptance of his tender, the Nigam reserves the right to reject such tender at any stage.
- (xxvi) Tender documents are not transferable.
- (xxvii) Not more than one tender for a work/supply shall be submitted by one bidder or one firm of bidders.
- (xxviii) Tender documents in which tender are submitted by a bidder shall become the property of the Purchaser and the Purchaser shall have no obligation to return the same to the bidder.
- (xxix) The Purchaser shall not be liable for any expenses/cost incurred by the Bidder in the preparation or submission of the tender whether his Tender is accepted or not.
- (xxx) The bidders should study the provisions of RTPP ACT 2012 & Rules 2013 and also note that Acts, Rules & Notifications issued by Rajasthan Transparency Public Procurement (RTPP) time to time will also be applicable for the above work/supply. Further, if there is any contradiction in the tender document from the same, then Acts, Rules & Notifications of RTPP Act will prevail.**
- (xxxi) The fact of submission of tender to the Purchaser shall be deemed to constitute an agreement between the bidder and the Purchaser, where by such tender shall remain open for acceptance by the Purchaser. The bidder shall neither withdraw his offer nor impair or derogate the same. If the bidder be notified during the period of validity of tender that his tender is accepted by the Purchaser, he shall be bound by the terms of the agreement constituted by his tender and such acceptance thereof by the Purchaser until a formal contract of the same has been executed between him and the Purchaser in replacement of such agreement.
- (xxxii) The successful bidder shall have to execute the contract documents/ agreement in triplicate for proper fulfillment of the contract. This shall be done by the successful bidder at their own cost. All forms, schedule(s) etc. shall be considered as part of the contract document/agreement in case of successful bidder(s).
- (xxxiii) All other conditions shall be prevailing as detailed out in the tender document (in the respective sections/ volumes).

## **1.5 TENDER OPENING AND EVALUATION**

Superintending Engineer (FUEL), RVUN, Jaipur or other duly authorized committee will open the tenders on-line on website in the presence of bidder(s) or their authorized representative(s) who may choose to be present at the time of tender opening. The tenders shall be opened in two stages. In first stage Cover-1 & 2 of the bid shall be opened and evaluated. The Price- Bid (Cover-3) of responsive bidders, pre-qualified by competent authority, shall be opened at a later date, which will be informed to all responsive and pre-qualified bidders.

In first stage, Cover-1 shall be opened for compliance to submission of tender cost, EMD and e-tender processing fee. If these are deposited as per tender documents then Cover-2 shall be opened. The bidder's names, the presence (or absence) of earnest money deposit /tender cost/e-tender processing fee and other details such as deviations proposed in the bids will be announced by the tender opening committee at the time of opening.

The contents of Cover 1 & 2 of the individual tenders will be examined summarily in order to assess their formal conformity and agreement with the instructions and guidance to the bidders

and completeness. Any tender not conforming to any of these requirements may be disqualified forthwith.

Notwithstanding the preliminary examination, RVUN will determine the substantially responsive tenders which meet the following requirements:-

- Properly digitally signed documents.
- Earnest Money Deposit, Tender Fee & E-Tender Processing Fee in the required form as detailed out above.
- Responsive to all requirements of the tender documents and the instructions to bidders.
- Clarification and substantiation required to assess the quality of the offer.
- No deviations other than those specified in the deviation schedule shall be considered. However, RVUN has every right to accept or reject the deviations mentioned.

If a tender is not substantially responsive, it will be rejected by RVUN and will not be considered for further evaluation. The price bids of in-substantial bidder will not be opened. It is expressly stated that the information contained in Cover 1 & 2 of the tender will be used to define whether a tender is substantial or not. The bidders are, therefore, advised to submit complete tenders only. RVUN will carry out a detailed evaluation of the tenders in order to determine whether the firm is qualified in accordance with the requirements set forth in the tender documents specifications & GCC.

The firms qualified will be informed by the RVUN in due course of time. RVUN reserves the right not to accept any deviations, such deviations are to be withdrawn by the bidder, failing which his offer shall be liable to be rejected.

The Superintending Engineer (FUEL), RVUN, Jaipur or other duly authorized officer reserves the right to ask for submission of the source of the materials for which the bidder has quoted his rates, before the tender can be considered for acceptance. The price-bid of the pre-qualified bidders whose tenders are determined responsive will be opened at a date to be notified separately to responsive bidders.

Superintending Engineer (FUEL), RVUN, Jaipur or other duly authorized committee will open the price-bid online on website in the presence of any bidder(s) or their authorized representatives who choose to be present at the time of opening of price bids.

### **Evaluation Criteria:-**

**The Criteria for determination of L-1 Bidder shall be decided as per plant wise lowest landed rate.**

### **1.6 EARNEST MONEY DEPOSIT (EMD)/BID SECURITY**

The Bidder shall deposit a fixed amount as indicated in the NIT as earnest money through NEFT/RTGS/IMPS/ Banker Cheque//DD in favour of Sr. Accounts Officer (Cash), RVUN, Jaipur. Part amount of Earnest Money may be deposited in form of Bank Guarantee as indicated in the NIT.

The Bid Proposal without EMD or EMD is not as per Tender document then the Bid Documents (ITB) shall be considered as non-responsive and such Bid Proposals shall be rejected and will not be opened.

No interest shall be payable by the purchaser on the Earnest Money Deposit (Bid Security). Bidders shall not withdraw as a whole or in part, any clarification/confirmation given by them, subsequent to submission of their Bid Proposals. In the event of any such withdrawal, the purchaser shall have



the right to forfeit the EMD (Bid Security). Any change in the Terms & Conditions originally submitted by the Bidder shall be considered as withdrawal of the Bid.

The Bid Security (EMD) of unsuccessful bidders shall be refunded upon request of bidder soon after final acceptance of successful bid and signing of Agreement and submitting of balance security deposit (if any) by successful bidder. In case of successful tender(s), amount of earnest money deposited will be converted into Security Deposit and shall be released after three (03) months from completion of entire supplies and on fulfillment of all the contractual obligations by supplier.

Requests for adjustments/appropriation of earnest money/deposits already lying with the Nigam, in connection with some other tenders/orders, shall not be entertained,

**A). The Bid Security (EMD) may be relaxed as per RTPP Act 2012 & Rules 2013, and Performa for Declaration for Bid Security is enclosed as Annexure-X (ITB).**

**B). The Bid Security (EMD) may be forfeited :**

- a) If a Bidder revises or withdraws its Bid during the period of its validity specified by the Purchaser;
- b) Extends validity of his Bid, but refuses to extend the Bid Security suitably.
- c) In case of issue of the Letter of Intent, if the Bidder fails to:
  - i) Execute the Contract Agreement; and / or
  - ii) If the Bidder does not accept the arithmetic correction of its Bid price.

The Purchaser reserves the right to forfeit earnest money deposit or a part thereof in circumstances which according to him indicate that the supplier is not interested in accepting/executing the order, placed under the specification.

## **1.7 MODIFICATION PRIOR TO THE DATE OF BID OPENING**

The purchaser reserves the right to issue any revision, amendment, clarification etc. with respect to the specifications and documents prior to the date notified for opening of the bid and also to postpone the date for submission and opening of bid without assigning any reasons, whatsoever. The publication of a notice on the website (<http://:eproc.rajasthan.gov.in>) about such revisions / amendments and postponements, if any, shall be deemed to be sufficient notice thereof to all the prospective bidders. Purchaser will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

At any time prior to the deadline for submission of bid proposals, the Purchaser may, for any reason, whether at its own initiative, or in response to a clarification requested by bidders, amend the bid documents.

In order to provide reasonable time to bidders to take the amendment into account for preparing their bid proposal, the Purchaser may, at its discretion, extend the deadline for the submission of bid proposals.

The technical bids (Part-I) shall be analyzed and wherever essential, technical clarifications and confirmations will be sought from the bidders so as to clarify for fulfilling the requirements of the specification to the satisfaction of the Purchaser.

**Note : Revised Price Bid Proposal will not be entertained at all after opening of technical bid (Part-I).**

## **1.8 CLARIFICATIONS DESIRED BY THE BIDDER**

Any clarification with regard to the specifications/bid documents should be sought by the bidder upto the schedule date & time mentioned in the NIT. No correspondence on this account shall be entertained after the schedule date & time mentioned in the NIT. Purchaser shall issue the clarifications within the date specified.

The laws, rules and regulations of the Government (Central as well as State) and all Government Authorities in India, having jurisdiction over the work/supply shall govern this contract. Where such laws, rules and regulations conflict the contract documents, more stringent provisions as interpreted by the Purchaser or his authorized representative shall prevail. Should such conflict require changes in the tender documents, the bidder shall notify the Purchaser before submission of bid.

## **1.9 VALIDITY OF BID:**

- i) All the bids shall be valid for 120 days from the date of opening of technical bid.
- ii) If any tenderer withdraws his tender prior to expiry of validity period as mentioned above i.e. 120 days from the date of tender opening, or mutually extended period or makes modifications in the rates, terms and conditions of the tender within the said validity period, which are not acceptable to the department, or fails to commence the work in the specified period/ fails to execute the agreement, the department shall without prejudice to any other right or remedy be at liberty to forfeit the amount of earnest money given in any form absolutely. If any Supplier, who having submitted a tender does not execute the agreement or start the work or does not complete the work and the work has to be put to re-tendering, he shall stand debarred from participating in such re-tendering in addition to forfeiture of earnest money/ security deposit and other action under agreement. If there is strong justification of believing that the tenderer or his authorized has been guilty of mal-practices such as submission of forged documents, influencing individually or politically, his offer will be liable to rejection and in such case his earnest money shall be forfeited.

## **1.10 GST REGISTRATION**

**The bidder shall mention GST registration along-with proof of necessary registration certificate.**

## **1.11 INTERPRETATION OF BID PROPOSAL**

The Purchaser reserves the right to use and interpret the Bid Proposals as it may, in its discretion, consider appropriate, when selecting the Bidder for issue of Letter of Intent (LoI).

## **1.12 POLICY FOR BID PROPOSALS UNDER CONSIDERATION**

Bid Proposals shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by the Purchaser to the Bidders. While the Bid Proposals are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the Purchaser and/or his employees/representatives on matters related to the Bid Proposals under consideration. The Purchaser, if necessary, will obtain clarifications on the Bid Proposals by requesting for such information from any or all the Bidders in writing. Bidders will not be permitted to any change in the Bid Proposals after the Bid Proposals have been opened.

### **1.13 DISQUALIFICATION OF BID PROPOSAL**

- a) The Purchaser may adopt such criteria for disqualification of a Bidder as the Purchaser may consider appropriate. Such criteria may include, without limitation, the following:
- b) Failure by any Bidder(s) to provide all of the information required in the Bid Proposal or any additional information requested by the Purchaser including any supporting document;
- c) Non-Receipt of Bid Proposal before the last date specified in this Bid Document;
- d) Material inconsistencies in the information submitted;
- e) Misrepresentations in the Bid Proposal or any supporting documentation;
- f) Non-payment of Bid Security /Tender cost & E-procurement fee.
- g) Non-fulfillment of "Mandatory Requirements"

### **1.14 BIDDER BARRED FROM BIDDING IF NEAR RELATIVES WORKING IN PROCURING ENTITY'S OFFICE**

The Supplier shall not be permitted to bid for works of a Procuring Entity in which his near relative is an employee. He shall also not have a person as his employee who is a near relative of an employee of the Procuring Entity. Any breach of this condition by the Supplier shall be considered as breach of Code of Integrity and shall render him liable to action includes exclusion of his Bid from procurement process, forfeiture of Bid Security, Contract performance security or any other security or bond relating to procurement, recovery of payments made, if any, along with interest at bank rate, cancellation of the Contract, if already made, debarment from future bidding for a period up to three years, etc.

**Note: By the term 'near relative' is meant wife, husband, parents and grand- parents, children and grand- children, brothers and sisters, uncles and cousins and their corresponding in- laws.**

### **1.15 AWARD OF CONTRACT**

Acceptance of a Bid Proposal by Purchaser shall be communicated to the successful Bidder by the issue of a "Letter of Intent" (LOI) accepting the Bid Proposal by the Purchaser, for the Contract and such letter shall be made in writing to the successful Bidder by the Purchaser.

The Contract Agreement shall set forth the entire Contract and final agreement between the Parties hereto pertaining to the supply referred to in the Bid Documents and supersede any and all earlier verbal or written agreements, if any, along with any amendments, modifications or deviations to the Bid Documents. The Contract Agreement shall prevail over all other Contract documents, if any, executed in respect of this subject matter and shall incorporate deviation(s), if any, to the Bid conditions.

The Purchaser reserves also the right to reject all tenders if in his opinion it is advisable without assigning any reason to such rejection and this fact cannot be a valid reason for a request of indemnities of claims whatsoever.

### **1.16 CONTRACT AND AGREEMENT**

The Bidder who is awarded the Contract will be required to execute the contract as per General Conditions of Contract on a non judicial stamp of requisite value as per Rajasthan government rules at his cost and deposit the amount of Security Deposit within a period specified in the NIB or where the period is not specified in the NIB, then within 15 days from the date on which the work Order is dispatched to the Bidder. Until a formal contract is executed, LOA or LOI

shall constitute a binding contract. In the event of failure of the Bidder to execute the Contract within notice period from the date of receipt of acceptance of his Bid, the full Bid security deposited, shall stand forfeited and shall at once be payable to the Rajasthan Rajya Vidyut Utpadan Nigam Ltd., Acceptance of his Bid will be withdrawn unless the period is extended by mutual agreement in writing.

### **1.17 DEVIATIONS**

If the bidder wishes to deviate in any way from the General Conditions of Contract or the annexed Technical Specification he should draw a list of such deviations from the specification in his Tender.

All such deviation shall be clearly mentioned in the Deviation sheets giving the corresponding reference Clause number. Terms such as "See covering letter" or "bidders printed general terms and conditions" etc. are not acceptable.

Unless such deviation are submitted with the tender it will be understood and agreed that the bidder's proposal is based on strict conformity to Purchaser's Specification in all respect and it will be assumed that all conditions of G.C.C. and section II are acceptable to him.

Bidders may further note that except for the deviations listed in the respective schedule, the bid shall be deemed to comply with all the requirements of the Bid documents and the bidders shall be required to comply with all terms, conditions and specifications of the Bid documents without any extra cost to the Purchaser irrespective of any mention to the contrary, anywhere else in the bid, failing which the bid security, of the Bidder may be forfeited.

**1.18 In addition to above, bidders are requested to study the provisions of RTPP ACT 2012 & Rules 2013 and also note that Acts, Rules & Notifications issued by Rajasthan Transparency Public Procurement (RTPP) will be applicable for the above tender. Further, if there is any contradiction in the tender document from the same, then the Acts, Rules, Notifications & its amendments of RTPP Act will prevail.**

### **1.19 GRIEVANCE HANDLING PROCEDURE DURING PROCUREMENT PROCESS (APPEALS)**

#### **A). FILING AN APPEAL**

If any Bidder or prospective Bidder is aggrieved with any decision, action or omission of the Procuring Entity, than he may file an appeal to the First Appellate Authority as specified in the bidding documents in prescribed format (Enclosed), within a period of ten days from the date of such decision, action, or 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 Bid before the opening of the Financial Bid, an appeal related to the matter of Financial Bid may be filed only by a Bidder whose Technical Bid is found to be acceptable. After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal. If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal 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 the Second Appellate Authority as specified in the bidding documents, within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties.

#### **B). 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 bidding 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.

### **C).FORM AND PROCEDURE OF FILING AN APPEAL**

An appeal shall be in the annexed Form along with as many copies as there are respondents in the appeal. 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. 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.

### **D).FEE FOR FILING APPEAL**

Fee for first appeal shall be Rs. 2500/- (Rupees Two Thousand Five Hundred only) and for second appeal shall be Rs. 10000/- (Rupees Ten Thousand only), which shall be non-refundable. The fee shall be paid in the form of bank demand draft or banker's Cheque of a Scheduled Bank in India payable in the name of Appellate Authority/ Accounts authority concerned.

### **E).PROCEDURE FOR DISPOSAL OF APPEALS**

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

- a.) Hear all the parties to appeal present before him; and
- b.) Peruse or inspect documents, relevant records or copies thereof relating to the matter.

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.

### **F).HIERARCHY OF APPELLATE AUTHORITY SHALL BE AS UNDER:-**

- i.) First Appellate authority : Chairman & MD, JVVNL
- ii.) Second Appellate authority : Principal Secretary/ Department, GOR      Secretary/ Energy

### **1.20 DISCLAIMER:**

RVUN reserves the right to reject any or all applications or withdraw the invitation for Open Tender Enquiry at any time without assigning any reason whatsoever and in such case no Applicant / intending Applicant shall have any claim arising out of such action.

**Declaration by the Bidder**

In relation to our Bid submitted to Superintending Engineer (FUEL), O/o Addl. Chief Engineer (Fuel), RVUN, Shed No. 10/8, Vidyut Bhawan, Janpath, Jyoti Nagar, Jaipur for procurement of .....required for various power project of RVUN in response to their Notice Inviting Bids No. TN-\_\_\_\_\_/2019-20. M/s ....., 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:

**TECHNICAL DEVIATIONS FROM THE SPECIFICATION  
(This shall form part of Technical Bid)**

All the technical deviations from the bid specification shall be listed out by the Bidder, para by para, in this schedule. Deviations taken in covering letter, standard terms and / or body of the bid but not listed herein will make the Bids liable for rejection as 'irresponsive'.

S.No.	Section/Clause	Ref/Page No.	Deviation	Justification
1	2	3	5	6

Certified that above are the only technical deviations from the bid Specification.

Seal of Company Bidder's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Date

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.

**COMMERCIAL DEVIATIONS FROM THE SPECIFICATION  
(This shall form part of Technical Bid)**

All the commercial deviations from the bid specification shall be listed out by the Bidder, para by para, in this schedule. Deviations taken in covering letter, standard terms and / or body of the bid but not listed herein will make the Bids liable for rejection as 'irresponsive'.

S.No.	Section/Clause	Ref/Page No.	Deviation	Justification
1	2	3	5	6

Certified that above are the only commercial deviations from the bid Specification.

Seal of Company Bidder's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Date

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.



**Letter of Authorization/Board Resolution/Power of Attorney for individual to sign on behalf of the Bidder**

To  
Superintending Engineer(FUEL), RVUN, Jaipur

Sir(s),

Sub: \_\_\_\_\_(Name of Work/Supply) against NIT No. TN-\_\_\_\_\_/2019-20

The Letter of Authorization/Board Resolution/Power of Attorney in respect of the following, authorizing them to sign the Bid Proposal and negotiate and furnish information as and when called by Purchaser, is enclosed herewith:

- 1.
- 2.

---

Date	Signature of Authorized Signatory ...
Place	Name of the Authorized Signatory...
	Designation ...
	Name of the Organization
	Seal ...

---

**Litigation History**

To  
Superintending Engineer(FUEL),  
RVUN, Jaipur

Sir(s),

The details in respect of history of litigation or arbitration in the last 10 years of our Company are furnished below:

Year	Award `for` or `against` the Bidder	Name of the Party, Cause of Litigation and matter in dispute	Disputed Amount in Rs. Crore

Date  
Place

Signature of Authorized Signatory ...  
Name of the Authorized Signatory...  
Designation ...

Name of the Organization  
Seal ...

**Note:**

1. Continuation sheets of like size and format may be used as per Bidder's requirements and shall be annexed to these schedules.
2. Bidder should provide information on any history of litigation or arbitration in the last ten years.

**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 subSupplier, 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 Consignee/consultant for the contract.

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

The designation and address of the First Appellate Authority is Chairman, JVVNL

The designation and address of the Second Appellate Authority is Principle Secretary/ Secretary/ Energy Department, GOR.

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 Rs. 2500/- (Rupees two thousand five hundred) and for second appeal shall be Rs.10,000/- (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.

**Additional Conditions of Contract**

**1. Correction of arithmetical errors**

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

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

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

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed fifty percent(50%), of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier/Supplier.

**3. Dividing quantities among more than one Bidder at the time of award**

(In case of procurement of Goods)

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

considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

PRIVILEGE

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

Appeal No .....of .....  
Before the ..... (First/Second Appellate Authority)

- a. Particulars of appellant:
  - (I) Name of the appellant:
  - (II) Official address, if any:
  - (III) Residential address:
  
- b. Name and address of the respondent(s):
  - (i)
  - (ii)
  
- c. 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:
  
- d. If the Appellant proposes to be represented by a representative, the name and postal address of the representative: .....
  
- e. Number of affidavits and documents enclosed with the appeal:
  
- f. Grounds of appeal: .....(Supported by an affidavit)
  
- g. 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.



**Bid Security Declaration**

Date: .....

Bid No.: TN-\_\_\_\_\_/2019-20

We, the undersigned, declare that:

We accept that we will automatically be suspended from being eligible for bidding in any contract with you, The Addl. Chief Engineer(Fuel), RVUN Jaipur, for the period of time of 3 years starting on the date of opening of Techno commercial Bid, if we are in breach of our obligation(s) under the bid conditions, more specifically, if we:

- (a) withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity.; or
- (b) having been notified during the period of bid validity specified in the Bid, about the acceptance of our Bid by you,
- (c) not accept the correction of arithmetical errors in accordance with the RTPP Act and Rules.
- (d) reach a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules.

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

**Authorised Signatory of Company  
with Name,designation with seal**

**Note:-** This format is only to be filled by Departments of the State Government and Undertakings, Corporations, Autonomous bodies, registered Societies, Co-operative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government for availing bid Security relaxation if applicable as per RTPP ACT 2012 & Rules 2013)

## **SECTION-II**

### **GENERAL CONDITIONS OF CONTRACT**

#### **2.1 GENERAL INSTRUCTIONS**

- 2.1.1 Rajasthan Rajya Vidyut Utpadan Nigam, Jaipur hereinafter called RVUN/Purchaser' will receive Bids in respect of goods to be furnished and services as set forth in the accompanying specifications. All Bids shall be prepared and submitted in accordance with these instructions.
- 2.1.2 RVUN reserves the right to itself to accept any Bid or reject any or all Bids or cancel/ withdraw invitation to Bids without assigning any reason for such decision. Such decision by RVUN shall not be subject to question by any bidder and RVUN shall bear no liability whatsoever consequent upon such a decision.

#### **2.2 CONDITIONS OF THE CONTRACT**

- 2.2.1 The Contract shall be governed by the General Conditions of Contract (GCC). The Special Conditions of Contract(SCC). Contract Data, wherever applicable, shall supersede/ clarify the GCC to the extent specified.

#### **2.3 LOCAL CONDITIONS**

- 2.3.1 It will be imperative for each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the supply covered under these documents and specifications.
- 2.3.2 In their own interest, the Bidders are particularly requested to familiarize themselves with the Income Tax Act, 1962, the Companies Act, 1956, Foreign Trade Policy 2009-2014, RTPP Act 2012 & Rules 2013 and other related acts and laws of the land as prevalent in India and as amended from time to time.
- 2.3.3 The Supplier shall obtain and pay for all permits and licenses or other privileges necessary to complete the supply.
- 2.3.4 It must be understood and agreed that such factors have properly been understood and considered while submitting the Bid Proposal. No claim whatsoever including those for financial adjustment to the Contract awarded under these specifications and documents will be entertained by the Purchaser, neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Purchaser, which are based on the lack of such clear information or its effect on the cost of the works to the Bidder.
- 2.3.5 The laws, rules and regulations of the Government (Central as well as State) and all Government Authorities in India, having jurisdiction over the work shall govern the work of this Contract with the same force and effect as if incorporated in full into the Contract documents. Where such laws, rules and regulations conflict the Contract documents, the more stringent requirements as interpreted by the Purchaser or his authorized representative shall prevail. Should such conflict require changes in the Contract documents, the Bidder shall notify the Purchaser before the submission of or along with the bid.

#### **2.4 TAXES TO THE SUPPLIER ACCOUNT**

- 2.4.1 The Supplier shall bear and pay all taxes, duties, levies, charges, interest and penalties and the like levied and /or assessed on the Supplier, its Sub-suppliers, or their employees, by all municipal, local bodies, state or national government authorities or any other Government Instrumentality in connection with the Work/supply.
- 2.4.2 Each Party hereto, hereby agrees to indemnify and keep indemnified and saved harmless at all times the other Party against any loss, Cost, expenses or damages suffered or incurred by it, by reason of its failure to pay taxes, duties, etc which it is obliged to pay pursuant to the provisions of this clause and / or arising out of its failure to comply with its obligations under this contract.
- 2.4.3 The Purchaser shall recover from the Supplier and / or adjust from the Contract Price all taxes, duties, levies, charges, interest and penalties and the like leviable and / or assessable on the Supplier, its Sub-suppliers or their employees but levied and / or assessed on the Purchaser as a representative assessee/ agent of the Supplier, its Sub-suppliers or their employees, by all municipal, local, state or national government authorities or any other Government Instrumentality in connection with the Work and supply of Goods in and outside of the Country.
- 2.4.4 Further the Purchaser shall recover from the Supplier and / or adjust from the Contract Price, simple interest from the date of payment of all taxes, duties, levies, charges, interest and penalties and the like leviable and / or assessable on the Supplier, its Sub-suppliers or their employees but levied and / or assessable on the Purchaser as a representative assessee / agent of the Supplier, its Sub-suppliers or their employees, by all municipal, local, state or national government authorities or any other Government Instrumentality in connection with the Work and supply of Goods in and Outside of the Country where the Site is located till the date of recovery and / or adjustment by the Purchaser.

## **2.5 VARIATION IN TAX OR APPLICABLE TAXES OR INTRODUCTION OF NEW TAXES**

- 2.5.1 Any statutory variation in rate of applicable taxes/GST, duties, levies etc. as set forth in "Schedule of Prices" or any variation in applicable taxes or interpretation/enforcement of the same or introduction of new taxes or the introduction/amendment of any exemptions (other than Direct taxes i.e. Income Tax, corporate tax etc), levied in India, shall be to the account of the Purchaser. Such adjustment shall be limited to direct transactions between the Purchaser and the Supplier and no amounts shall be payable on account of variation on taxes, duties and levies between the Supplier and its sub vendors/Sub-suppliers/suppliers.
- 2.5.2 Any statutory variation on account of aforementioned factors shall be reimbursed by Purchaser to Supplier or by the Supplier to the Purchaser, as the case may be, against submission of documentary evidence in support thereof. However, in case of delay, from the originally prepared network Schedule, Schedule and Contractual Completion Dates as may be relevant for the computation thereof, due to reasons not attributable to the Purchaser, any statutory variation adverse to the Purchaser over and above those specified under "Schedule of Prices" including GST during the delayed period shall be to the Supplier's account and the Purchaser shall not be liable for the same in any manner whatsoever.
- 2.5.3 The Supplier is obligated to keep the Purchaser/Purchaser's Representative notified of the aforesaid statutory variations within 15 (fifteen) days of such variation coming into effect.
- 2.5.4 The Contract Price and other prices given in the "Schedule of Prices" are based on the applicable tariff as indicated by the Supplier in the Schedule of Prices. In case this information subsequently proves wrong, incorrect or misleading, the Purchaser shall have no liability to reimburse/pay to the Supplier the excess taxes, fees etc; if any finally levied/imposed under the statutes except as provided in this clause. However, if the

taxes/fee levied/imposed are lower than the amount indicated in the Schedule of Prices, the Purchaser shall be entitled to recover the difference from the Supplier.

- 2.5.5 Tax deducted at source At the time of release of payment, any tax deduction is required to be made,(Income tax, GST, royalty etc.) shall be deducted and TDS certificate shall be issued in due course of time. If any new tax deduction is imposed by GOI/GOR or any other authority, the same shall be deducted and the same shall not be covered under statutory variation.

## **2.6 COMMENCEMENT OF THE SUPPLY OF GOODS**

Subject to the provisions of this section, Supplier shall commence the supply of Goods as per LOI/P.O./term of contract.

## **2.7 LAW, LANGUAGE AND MEASUREMENTS**

- 2.7.1 Applicable law to this Contract shall be the Indian Law. The respective rights, privileges, duties and obligations of the Purchaser and the Supplier under this Contract shall be governed and determined by the Laws of State of Relevant and of the Republic of India. The contract is subject to jurisdiction of District Court at Jaipur.
- 2.7.2 All correspondence and documentation pertaining to this Contract shall be in the English language only. The official text of this Contract shall be English, regardless of any translation that may be made for the convenience of the Parties. All correspondence, information, literature, data, manuals, definitive documents, notices, waivers and all other communication, written or otherwise, between the Parties in connection with this Contract shall be in English.
- 2.7.3 All measurements shall be in metric system.

## **2.8 STAMP DUTY AND SIMILAR CHARGES**

The costs of stamp duties and similar charges imposed by law on the Contract or Agreement or any part thereof shall be borne by the Supplier as per Rajasthan stamp duty act enforceable time to time.

## **2.9 EFFECTIVE DATE OF CONTRACT**

The Contract/order shall be deemed to have come into force and effect from the date of issue of Letter of Intent by the Purchaser to the Supplier or otherwise as specified in the tender documents & Shall be in force for one year from date of LoI.

## **2.10 THE GENERAL TERMS AND CONDITIONS**

The General Terms and Conditions shall form a part of the specification and documents of the contract. These General Conditions shall apply to the extent that are not superseded by provisions in other parts of the contract/formal work order/detailed purchase order.

## **2.11 TERMS AND EXPRESSIONS**

Terms and expressions not herein defined shall have the same meaning as assigned to them in the Indian Sales of Goods Act (1930), failing that in the Indian Contract Act, (1872),RTPP Act & Rules and failing that in the General Clauses Act, (1897) including amendments thereof if any.

## **2.12 SUPPLIER TO INFORM HIMSELF FULLY**

The supplier shall be deemed to have carefully examined all contract documents to his entire satisfaction. If he shall have any doubt as to the meaning of any portion of the contract document, he shall, before signing the Bid/contract, set forth the particulars, thereof and submit them to the Purchaser in writing in triplicate, in order that such doubt may be removed. The Purchaser will provide such clarifications as may be necessary, in writing to the supplier. Any information otherwise obtained from the Purchaser shall not in any way relieve the supplier of his responsibility to fulfill his obligations under the Contract. The Supplier shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his Bid for the Works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Works. He shall also be responsible for satisfying himself on the completeness of the documents /data provided by the Procuring Entity. He shall not raise any objections or deficiencies or inaccuracies in such documents.

## **2.13 CONTRACT DOCUMENTS AND AGREEMENT**

2.13.1 The order placed under this specification shall be governed by the terms and conditions as incorporated in this section of the specification and as given in the purchase order and its annexure(s). The terms and conditions as specified in this section, if differ from the terms as indicated in the purchase order and its annexures, the later shall prevail. The contract shall for all purposes be constructed according to the law of India and subject to jurisdiction of procuring entity Jaipur court only. **For the due fulfillment of the contract, the supplier shall execute an agreement in the prescribed form on non-judicial stamp paper of Govt. of Rajasthan worth Rs. 5000/- or as per the stamp duty made applicable by Government of Rajasthan at time of signing of contract agreement.** Such agreement shall be executed and signed by the competent authority of the supplier on each page thereof. The original copy is only to be executed on the stamp paper. Such complete agreement form along with the contract documents shall be required to be returned to the Purchaser within a period of 15 days from the receipt of the order duly signed on each page. One copy of the executed agreement duly signed by the Purchaser shall be sent to the supplier for his reference. The contract documents shall mean and include the following;

1. Contract agreement.
2. LOI, Purchase order and its annexure.
3. Terms and conditions of the specification, NIT, ITB, GCC, any addendum/corrigendum etc. published against NIT
4. Evidence in support of authority for execution of agreement i.e. Power of Attorney/authority/ Board resolution/proprietorship document etc.
5. Memorandum of Article & Association of company/partnership deed etc.
6. All other documents as required.

2.13.2 All charges in respect of vetting and execution of the contracts shall be borne by the Supplier. The contract shall be furnished with an executed counterpart of the agreement.

2.13.3 Any Bid drawing, technical data or correspondence which form the basis of an order of contract as aforesaid or which may be furnished by the Supplier for the Purchaser's approval or information as provided under the said order or contract, shall be in English and if it is in any other language a complete translation in English shall be duly furnished. The Purchaser shall not be bound to consider any Bid drawings, technical data or correspondence, which is not furnished in the English language.

2.13.4 The contract unless otherwise agreed, is to be signed within 15 days of the date of the Letter of Intent, at the office of the Purchaser on a date and time to be mutually agreed. The supplier shall provide for signing of the contract, appropriate power of attorney and the

requisite materials. Unless and until a formal contract is prepared and executed, the Letter of Intent read in connection with the bid document will constitute a binding contract.

2.13.5 The original copy of contract will be kept by purchaser and the Supplier shall be provided with one copy. The Supplier shall provide free of cost to the Purchaser all the engineering data, drawing and descriptive materials submitted with the bid to form a part of the contract immediately after issue of Letter of Intent.

2.13.6 This Contract constitutes the entire agreement and contains all of the understandings and agreements of whatsoever kind and nature existing between the Parties, and supersedes, to the extent permitted by Indian law, all prior written or oral agreements, commitments, representations, communications and understandings between the Parties.

## **2.14 CHANGES IN LAW AND REGULATIONS**

If the SCC provides for permitting effect of change in Laws and Regulations, then before 7 days of the dead line for Submission of Bids, if any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed by Government of India or the State Government (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC.

## **2.15 INDEMNITY**

If any action in court is brought whether of common law or under the workmen's compensation act, 1923 or any other statute in force or in the event of any claim being made or action being brought against the Purchaser for infringement or alleged infringement of latter's patent in respect of any machine, plant, work or material used or supplied by the Supplier under this contract or in respect of any method of using or working by the Purchaser of such machine, plant, work of material, the Supplier will indemnify the Purchaser against such claim or demand and all cost & expenses arising from or incurred by reasons of such claim & demand PROVIDED THAT the Purchaser shall notify the Supplier within reasonable time whenever any claim is made and that the Supplier shall be at liberty if he so desires with the assistance of the Purchaser if required, at the Supplier's own expense, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and PROVIDED THAT no such material, plant, work or material shall be used by the Purchaser for any purpose or in any manner other than that for which they have been supplied by the Supplier and specified under this contract

## **2.16 MATERIALS AND WORKMANSHIP**

2.16.1 All materials supplied shall be new & unused and will comply with the standards and codes specified. The workmanship shall be in accordance with best engineering/industrial practice and shall be such as have been proved to be suitable for the intended purpose and for giving satisfactory performance under the prevailing climatic conditions and proposed system of supply.

## **2.17 FORCE MAJEURE CONDITIONS**

2.17.1 Definition of Force Majeure

"In this Clause, "Force Majeure" shall mean an event or circumstance beyond the reasonable control of the Purchaser or the Contactor which could not have been foreseen, prevented or mitigated by such Party using its reasonable diligence and which makes it impossible for such Party to perform the whole or in part its obligations under the Contract, including but not limited to:

- a. Act of God;
- b. An act of war, (whether declared or undeclared) hostilities invasion, armed conflict or an act of foreign enemies, blockade, embargo, revolution, military action, or sabotage.
- c. Contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties.
- d. Riot, civil commotion, terrorism or disorder, unless solely restricted to employees of the Supplier or of his Sub-suppliers.
- e. Natural or regional industrial disputes or targeted disputes which are part of national or regional campaign and which is not reasonably within the powers of a Party to prevent, or which is not specific to the Party or any of his Suppliers or Sub suppliers.
- f. Operation of the forces of nature such as earthquake, hurricane, lightning, tidal wave, tsunami, typhoon or volcanic activity.

#### 2.17.2 Effect of Force Majeure Event

Neither the Purchaser nor the Supplier shall be considered in default or in Contractual breach to the extent that performance of obligations is prevented by a Force Majeure Event, which arises after the Effective Date. An extension of time shall be granted to Supplier only to the extent Supplier proves to Purchaser;

- a. The performance of the Work or supply of Goods is actually and necessarily delayed by an event of Force Majeure and
- b. The effect of such event of Force Majeure could not have been prevented or avoided or removed despite exercise of reasonable due diligence whether before, after or during the event of Force Majeure

### **2.18 SUSPENSION OF SUPPLY**

The Purchaser shall not be liable to pay to the supplier any compensation whatsoever arising from suspension of supply order.

### **2.19 TRANSPORT**

LSHS shall be delivered by railway rakes with proper lock, Security & company seal.

### **2.20 QUANTITIES.**

The quantities indicated in the schedule(s) given in Specifications are only provisional. Payment shall be made for the quantity indented & received at power plant.

### **2.21 PACKING & SUPPLY**

2.21.1 After receipt of LOI (Letter of Intent), material shall be supplied as per indent placed by Power Plant authority or Consignee as per requirement of Power Plant.

2.21.2 The Supplier shall arrange for checking of quantity by RVUN representative before dispatch. Supplier shall inform timely to RVUN Power Plant authority for the same.

2.21.3 Supplier shall include and provide for securely protecting and Locking so as to avoid loss or damage during transport.

2.21.4 Notwithstanding anything stated in this clause the Supplier shall be entirely responsible for any loss, damage or depreciation to the stores/facility of RVUN due to improper and insecure packing/locking.

## **2.22 DELIVERY SCHEDULE**

2.22.1 The Material shall be supplied in piece meal lot as & when indented by consignee at respective power station.

2.22.2 Delivery period shall be within 20 days from the date of receipt of Indent from respective Power Station. The date of receipt of material at Power Station shall be treated as date of delivery.

2.22.3 In case if received material at respective site is not found as per specification/contract, all delay shall be on part of supplier.

2.22.4 In case if requisite supplies are not received by respective consignee within Delivery Period, then LD shall be applicable on supplier's account.

## **2.23 CONSIGNEE**

2.23.1 The Executive Engineer (CHP-Mech. Mtc.) of the respective power plant of RVUN shall be the consignee of this contract.

2.23.2 The entire material shall be received by Consignee or as authorized by project head.

## **2.24 DEFERMENT/CANCELLATION/DIVERSION OF ORDER**

RVUN reserves the right to DEFER/SUSPEND/CANCEL the complete order or part thereof for a particular power project without assigning any reason. Such decision by RVUN shall not be subject to question by any successful bidder and RVUN shall bear no liability in any manner whatsoever consequent upon such a decision. If the supplies are deferred, the period for which the supplies have been so deferred shall not be reckoned as delay in delivery in terms of Clause no. 2.30.

**Any quantity of ordered quantity for any Power Plant under the supply order can be diverted to other Power Plant as per site requirement and supplier shall be bound to supply the diverted material to respective receiving power plant, however payment of diverted material shall be made as per F.O.R site price of respective project(Material Receipt).**

## **2.25 PRICES**

(a). All rates/ prices must be F.O. R. destination.

(b). The rates per MT of the following items applicable on the date of opening of part -1 of tender (Techno Commercial Bid) should be quoted for each Power Plant separately as per breakup indicated:-

(i). Rate.

(ii). Transportation Charges

(iii). GST @18%



- (iv). Total Landed Price (Sum of (i), (ii) & (iii) above)
- (c). The Total Landed prices quoted shall include all charges for delivery of material at the consignee stores of respective power stations.
- (d). The Rate as at sr no. (b)(i) above shall be variable and shall be linked with Price of LSHS applicable for IOCL's Ex-Panipat Ex-MI basis. Difference of quoted rate as at sr no. (b)(i) above and IOCL's Ex-Panipat Ex-MI basis LSHS price as on date of opening shall be determined as 'Fix Difference' as below:-
- A= IOCL's Ex- Panipat Ex-MI Basis Price in Rs /MT as on date of opening of Techno Commercial Bid
- B= Quoted Rate as at sr no. (b)(i) above Rs /MT
- F= Fix Difference in Rs /MT
- F= (A-B)
- (e). Payment for the material supplied shall be made as below:-
- (i). Price of LSHS applicable for IOCL's Ex- Panipat Ex-MI basis on the date of delivery minus Fix Difference
- (ii). Transportation Charges as actual
- (iii). GST for (i) and (ii) above at applicable rate (presently 18%)
- (f). GST shall be payable extra at actual applicable rates.
- (g). In case material is required to be supplied from Depot/Refinery other than mentioned in offer after prior approval of the purchaser, the payment of landed price shall be made not more than for the Depot from which regular supply was to be arranged.

## **2.26 TRANSPORTATION CHARGES:-**

- 2.26.1 Transportation Charges as actuals shall be payable against documentary proof as the supply shall be made through Railway Rake.
- 2.26.2 Documentary Proof of transportation charges as on Techno-Commercial bid Opening date in form of Railway circular applicable shall be provided by bidder.

## **2.27 PAYMENT TERMS**

- 2.27.1 Bills in triplicate shall be presented by the Supplier alongwith all necessary documents. Bills shall be submitted to consignee for each consignment separately as per schedule of prices subject to any deduction which the purchaser may be authorized to make in accordance with the terms of contract.
- 2.27.2 Payment through RTGS will released only when conformation of receipt of consignment is provided by the consignee to Accounts under intimation to the Dy.CE (MM)/ SE(CHP) of respective power plants.
- 2.27.3 Hundred percent(100%) payment of the cost of each consignment along with full taxes and duties shall be made by the Sr. Accounts Officer of respective power plants through RTGS mode within 30 days from the date of receipt of material.
- 2.27.4 No payment under this clause shall be made unless the supplier has furnished the Contract Agreement & security deposit as per condition detailed out in the purchase order/GCC. The

purchaser may, however consider to allow the payment against above after deducting full amount of security deposit. The bank commission charges if any shall be borne by Supplier.

## **2.28 DELAY IN DELIVERY**

- A). The time for and period of delivery specified shall be deemed to be the essence of the contract and supplies shall be completed within stipulated delivery period. If the supplier fails to dispatch and deliver the material or any part thereof within the specified delivery period,:-
- i.) LD shall be applicable to the supplier ½ % (Half percent) of the landed price of any supplies which has not been delivered in time for each week or part of week during which delivery of such material be in arrears. The recovery of such amount will be limited to 10% of the landed prices of delayed / undelivered goods.
  - ii.) Chief Engineer of respective power project or his Authorized representative shall be entitled at his option to purchase from elsewhere on supplier account and risk for the material not delivered. Further the contract or part thereof may be cancelled if so desired to purchase the material at the risk and cost of the supplier.
- B). The adjustment in regard to the amount recoverable against LD can be made from such deposits / dues and/or by operating bank guarantee of the firm as may be available with RRVUNL and / or in any other manner as may be deemed appropriate by the procuring entity.
- C). Any financial liabilities occur shall be borne by the supplier to adhere to the stipulated delivery schedule.
- D). No additional liability shall be borne by the purchaser beyond the stipulated delivery schedule even in case of extension of delivery period on account of force majeure conditions.

## **2.29 CONTRACT PERIOD**

- 2.29.1 Contract shall be valid for a period of one year from the date of LoI or completion of ordered quantity whichever is earlier.
- 2.29.2 Contract Period may be enhanced by up to 50% depending upon requirement of the plant after mutual consent of purchaser & supplier.

## **2.30 INSPECTION, TESTING & MEASUREMENT**

- 2.30.1 Every Wagon should be Locked & sealed by supplier as per supplier's standard practice to ensure highest quality of safety and security.
- 2.30.2 Supplier along with invoice shall submit test report of the rake supplied. Material should be as per parameters described in IS: 11489-1985. RVUNL reserves the right to carry out testing of oil samples before decanting. The doubtful cases shall be intimated to supplier and supplier shall take back all such material without any financial implications to RVUNL. No detention charges shall be paid for such cases wherein supplier alone / jointly with RVUNL intends to carryout testing.
- 2.30.3 Measurement of quantity shall be done in presence of a committee of at least three officers of RVUN to be nominated by Chief Engineer of respective Power Plant. The quantity of material received at power station shall be in accordance to RR weight.

## **2.31 AUTHORISATION**

Only authorized representative possessing necessary, authority letter from the bidder shall be allowed to participate in the tender opening.

## **2.32 INSURANCE**

2.32.1 The supplier shall be responsible for safe arrival at destination and receipt of the material by the consignee(s). Payment shall be made for the quantity received at power plant.

2.32.2 Any loss/damage/pilferage etc, during transit shall be to the supplier account.

2.32.3 The insurance for transit shall be at supplier's own cost.

## **2.33 SUBMISSION OF INVOICE**

The Original GST invoices shall be correctly prepared in Four copies in the name of consignee(s) and shall be submitted along with all relevant documents to-

- i. The original and two copy thereof along with L/R or receipted challans, duly verified by the consignee, as the case may be, shall be sent to the Consignee after taking delivery of the material at consignee/store.
- ii. One copy to the CAO/SR AO/AO of the respective power plant direct in advance.
- iii. An electronic intimation in advance about the dispatch of the material shall also be given directly to the consignee(s)
- iv. Unless otherwise mutually agreed upon, the LR shall be drawn in the name of the consignee(s) and shall be dispatched immediately.
- v. Any demurrage/wharfage charges leviable consequent upon the failure of the supplier to adhere to any of the specified stipulations, shall be to the supplier's account.

## **2.34 DEDUCTION FROM CONTRACT PRICE**

2.34.1 All cost, damages or expenses which the Purchaser may have paid for which under the Contract the Supplier is liable, may be deducted by the Purchaser from any money due or becoming due by him to the Supplier under this or any other contract or may be recovered by suit or otherwise from the Supplier Any sum of money due and payable to the Supplier (including security deposit returnable to him) under this contract may be appropriated by the Purchaser and set off against any claim of money arising out of or under any other contract made by the Supplier with the Purchaser.

2.34.2 All costs, damages or expenses, which the Purchaser may have paid, for which under the Contract the Supplier is liable, will be claimed by the Purchaser. All such claims shall be billed by the Purchaser to the Supplier regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Supplier properly identify such claims. Such claims shall be paid by the Supplier within 15 (fifteen) Days of the receipt of the corresponding bills and if not paid by the Supplier within the said period, the Purchaser may deduct the amount, from any monies due or becoming due by him to the Supplier under the Contract or may be recovered by actions of Law or otherwise, if the Supplier fails to satisfy the Purchaser of such claims.

2.34.3 Purchaser shall have the right to withhold from any payment due to Supplier, including the final payment, such amounts as Purchaser reasonably deems necessary or appropriate to protect it because of any one or more of the following reasons:

2.34.4 Defects in any Work, which might affect Purchaser's ability to operate UNIT as contemplated herein, whether or not payment has been made thereof;

2.34.5 The filing of any vendor / tradesman's lien or similar encumbrance in respect of the supply/Work/ETC Package (or any portion thereof);

2.34.6 A dispute as to the accuracy or completeness of any request for payment received by Purchaser within 90 Days of receipt thereof or payment made there under;

2.34.7 Supplier's failure to deliver any Performance Securities to Purchaser as contemplated under relevant clause of GCC by Any requirement in accordance with Applicable Laws to withhold any Taxes payable by Supplier in respect of the Goods/Work or any part thereof;

2.34.8 Supplier's failure to make payments to Sub-suppliers or Workers for Work or supply of Goods or to any statutory & Regulatory authority including amounts withheld by Supplier because of disputes between Supplier and such Persons. Any legal cases, litigations pending against the Supplier or against the Purchaser but relating to the Works or Supplier's obligations under the Contract.

2.34.9 Any breach of warranties contained in the Contract which relates to the recovery by the Purchaser of any amounts that the Purchaser may have paid, for which the Supplier is liable under the Contract, the Purchaser shall also be entitled to recover all the dues in terms of the Contract including Liquidated Damages for delay, Liquidated Damages for the shortfall in the guaranteed performance parameters, etc., by way of deductions from the payments due to the Supplier or that may become due to the Supplier in future or from any securities / guarantees under the Contract and / or otherwise. Notwithstanding any dispute that Supplier may have, and regardless of the basis thereof or grounds therefore, Supplier agrees that it will, for so long as the Contract has not been terminated diligently prosecute the Work up to Final Performance Acceptance and Take-over of Package, all in accordance with the terms of the Contract.

## **2.35 STATUARY DEDUCTION**

All statutory deduction i.e. TDS and any other taxes shall be deducted from supplier's bills as per applicable rules.

## **2.36 CORRESPONDENCE**

The Purchaser/Consignee shall ordinarily correspond with the Bidder/Supplier on all the address furnished by the Bidder/Supplier. The Bidder/Supplier shall ordinarily address all correspondence intended for the Purchaser to the Purchaser's representative who has invited Bid at the address given in the Bid Notice. All correspondence shall be furnished in duplicate to the Purchaser. A copy of correspondence relating to technical clarification/data may also be sent to Consignee for expeditious disposal. All correspondence pertaining to the purchase order for clarifications required on the terms and conditions, dispatch instructions, tests certificate, etc. should be addressed to the Consignee and correspondence relating to supply of goods at site shall also be addressed to the respective Chief Engineer, RVUNL & DyCE(MM)/SE(CHP), RVUN.

## **2.37 LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS**

Any sum of money due and payable to the Supplier (including the Contract performance security returnable to him) under the Contract may be withheld or retained by way of lien by the Consignee or the Government or any other Contracting person or persons through Consignee against any claim of the Consignee or the Government or such person or persons in respect of payment of a sum of money arising out of or under any other Contract made by the Supplier with the Consignee or the Government or with such person or persons. It is an agreed term of the Contract that the sum of money so withheld or retained under this Sub-Clause by

the Engineer-in- Charge or the Government will be kept withheld or retained as such by the Consignee or the Government till his claim arising out of the same Contract or any other Contract is either mutually settled or determined by the arbitration Sub-Clause or by the competent court, as the case may be and that the Supplier shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Sub-Clause and duly notified as such to the Supplier.

## **2.38 NOTICE TO SUPPLIER**

Any notice to the Supplier May, if the Purchaser thinks it fit, be given by Registered Post to the Registered office/site of the Supplier. Such postings shall be deemed good service of such notice and the time mentioned in the conditions for doing any act after notice shall be reckoned from the date on which such notice should reach the Supplier in normal course. The Purchaser's and Supplier's remedies and liabilities that are identified in this Contract shall be the sole and exclusive remedies available to the Parties in respect of matters to which they are said to relate in this Contract irrespective of any rights and remedies which might be available at common law, in tort (including negligence), by statute or otherwise.

## **2.39 JURISDICTION OF COURT TO DEAL WITH DISPUTES**

2.39.1 The contract shall be governed by the Laws of India for the time being in force and be subject to the Court of competent jurisdiction at the place of procuring entity (Rajasthan) India. All disputes, differences, questions what-so-ever arising between the Purchaser and Supplier upon or in relation to or in connection with the contract shall be deemed to have arisen at Jaipur and no courts other than courts at Jaipur shall have jurisdiction to entertain or try the same.

2.39.2 Any dispute(s) or differences arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.

2.39.3 All Settled dispute(s) or difference(s) arising out of or in connection with the Contract shall be decided by the Chief Engineer of respective power plant/Chairman & MD of RVUN whose decision shall be final and binding on the parties.

2.39.4 If any dispute of difference of any kind whatsoever is to arise between Purchaser and Supplier on the following matters viz.,

- (i) The meaning of the tender, designs, drawings and instructions
- (ii) The quality of workmanship or materials used
- (iii) Any other question, claim, right, matter, thing whatsoever in anyway arising out of or relating to the Contract, estimates, orders or those conditions to failure to execute the same whether arising during the progress of the work or after the completion, termination or abandonment thereof, the dispute shall be referred to the Purchaser/Purchaser's Representative

2.39.5 The Purchaser/Purchaser's Representative shall within a period of 90 days from the date of being requested by Supplier to do so, give written notice of his decision to Supplier.

2.39.6 Subject to other form of settlement hereafter provided, the Purchaser decision in respect of every dispute or difference shall be final and binding upon Supplier. The said decision shall forthwith be given effect to and Supplier shall proceed with the execution of the work with all due diligence.

## **2.40 CONSTRUCTION OF CONTRACT**

The contract shall in all respect be deemed to be and shall be constructed and shall operate as an Indian Contract as defined in the Indian Contract Act, 1872. (Latest amended) and all payments there under shall be made in Rupees unless otherwise specified.

## **2.41 ACCEPTANCE OF THE ORDER**

The acceptance of the order shall be conveyed to the procuring entity 's address mentioned in the NIB within ten days of the receipt of the order in the prescribed Performa failing which it will be presumed that the terms and conditions incorporated in the order have been accepted by the supplier.

## **2.42 SECURITY DEPOSIT**

2.42.1 In order to secure/assure due fulfillment of the Contract, successful Bidder(s) receipt of LoI/ detailed order as the case may be shall furnish within a period of fifteen days a Security deposit equivalent to 2% (Two Percent) of the accepted Bid value in crossed Bank Draft in favour of Sr. Accounts Officer of respective power plants. However, full amount of EMD of successful Bidder shall be converted into security deposit and balance (if any) shall have to deposit by the suppliers. This security deposit shall be refunded according to provisions placed below.

2.42.2 Unless otherwise specifically required to be retained/forfeited by the Purchaser, the Security Deposit shall be refundable on request of the supplier after three (03) months from completion of entire supplies and on fulfillment of all the contractual obligations by supplier.

2.42.3 If the supplier fails or neglects to observe or perform any of his obligations under the contract, it will be lawful for the Purchaser to forfeit either in whole or in part at his absolute discretion the Security Deposit furnished by the supplier.

2.42.4 No interest shall be payable on such deposits. Bank Charges or any charges if any, shall be to the supplier's account. If the supplier fails to provide the security within the period specified, such failure shall constitute a breach of the Contract and the Purchaser shall be entitled to make other arrangements at the risk and expenses of the supplier and the Bid security deposited by the supplier shall also stand forfeited to the Nigam.

2.42.5 SD up to a value of 1.5% of the accepted Bid value may be deposited through Bank Guarantee.

2.42.6 SD shall be exempted for bidders as per clause no. 75.1 of RTPP Rules,2013.

## **2.43 FORFEITURE OF SECURITY DEPOSIT**

2.43.1 Amount of Security Deposit in full or part may be forfeited in the following cases:-

- (i) when the Bidder does not execute the agreement in accordance with GCC within the specified time; after issue of letter of acceptance; or
- (ii) when the Bidder fails to commence the supply as per purchase order within the time specified; or
- (iii) when the Bidder fails to complete Contracted supply satisfactorily within the time specified; or
- (iv) when any terms and conditions of the Contract is breached; or
- (v) Failure by the Bidder to pay the Procuring Entity any established dues under any other contract; or
- (vi) if the Bidder breaches any provision of the Code of Integrity as specified for the Bidders in the Act, Chapter VI of the Rajasthan Transparency in Public Procurement Rules and this Bidding Document.

Notice of reasonable time will be given in case of forfeiture of Security Deposit. The decision of the Procuring Entity in this regard shall be final.

**2.44 RIGHT TO VARY QUANTITIES:**

RVUN reserves the right to vary the ordered quantity to any extent under the tender/work order as per the quoted prices during the execution of contract. However, the enhancement in total qty. / total contract value shall be within 50% of the total qty. / total contracted value. Accordingly, the delivery period / completion period will be proportionately increased.

**2.45 MATERIAL TEST CERTIFICATES:**

Supplier shall furnish all relevant TEST CERTIFICATES & REPORTS at the time of decanting as well as along-with the dispatch documents. The charges for such certificates & reports shall be borne by the supplier.

RVUN

**Indenture For Agreement**

This indenture of Agreement (herein after referred to as contract Agreement) made at Jaipur this ..... day of month..... of the year 2019 between-

A. The Chairman cum Managing Director, Rajasthan Rajya Vidhyut Utpadan Nigam Ltd a company incorporated under the Companies Act, 1956 having its registered Office at Vidyut Bhawan, Jyoti Nagar, Janpath, Jaipur-302005 in the State of Rajasthan (hereinafter referred to as 'purchaser') which expression unless the context does not permit includes successors and assign of the one part, and

B. (To be used in case of Limited Companies)  
M/s..... a Private / Public Limited Company incorporated in.....under the company's act..... and having its registered office at.....(complete address) and branch office at .....(address)

(To be used in case of Partnership concerns)  
M/s..... a partnership firm consisting of the following partners namely.  
(Name) (Age) (Residence)  
(Occupation)

- 1.
- 2.

(To be used in case of Proprietorship firm)  
M/s.....(Name of supplier) having its office at.....(Address)  
Hereinafter, referred to as supplier which expression unless the context does not permit includes their respective successors, heirs, executors, administrators, legal representative and permitted assigns of the second part,

Now hereby set their hands to execute this contract agreement witness as follows:

1. The supplier do by these presents agree to supply to the purchaser LSHS as per IS:- 11489-1985 for .....(Name of Projects) Power Projects of RVUN, and the purchaser does agree to get the supply from the suppliers as per the material specified in the purchase order no.....dated.....appended with the terms and conditions contained in the said order. The general terms and conditions and amendment thereof and SCC appended hereto are also considered as a part of this agreement. The Supplier will also bind to fulfill all the conditions mentioned in the supply order /GCC/SCC/bid documents and amendments thereof.
2. The supply to be made under this agreement shall be as per terms and conditions of the above order and as per the specification for TN-\_\_\_\_\_/2019-20.
3. As per P.O., the Supplier need to deposit Security deposit @2% of contract value i.e. Rs..... for due performance of this contract. The Supplier has deposited Rs. .... in the form of cash/DD vide DD No. .... dated ..... or submitted BG with the Purchaser as balance security & already deposited Full EMD of Rs. \_\_\_\_\_/- has been converted into security deposit to meet requisite security deposit value as per relevant clause of supply/GCC/SCC/bid documents.
4. The specifications of the material to be supplied under this agreement shall be, as set forth in the purchase order/bid documents and as per specification mentioned in TN-\_\_\_\_\_/2019-20.
5. For
  - a.) Suppliers are to deliver the material F.O.R. destination at respective power projects as above in good condition.
  - b.) GST/any other taxes, duties which may be payable would be the purchaser's liability and if incurred would be to his account where it is specifically exclusive as applicable within stipulated delivery period.
  - c.) All insurance charges shall be paid by Supplier.



6. The supplier is also bounds to fulfill all the terms and conditions mentioned in the GCC /SCC/ /Purchase order and all bid documents.
7. In case of dispute as to whether any material supplied are or are not in accordance with the specification set forth in the purchase order/GCC/bid documents, decision of the Chief Engineer/Addl. Chief Engineer (Fuel), RVUN, Jaipur shall be final and binding on both the parties.
8. The delivery of material shall be affected and completed within a period as specified in Purchase Order, The supplies will be as per indent from respective power plant of RVUN.
9. Payment of the price for the material under this agreement shall be made as per relevant clause of the Purchase Order as admissible.
10. The deposit made by supplier as referred above (at sr. no.3) will be released to the supplier after due execution of this contract by them or as per provision laid down in the purchase order.
11. If the supplier fails wholly or in part to fulfill this agreement, the purchaser shall be entitled at this discretion to retain the whole or any part of the deposit made by the supplier and if the loss suffered by the purchaser /Purchaser exceeds the amount of said deposit he will be entitled to recover the said loss from the supplier in the manner as may be expedient.
12. If any sum remains due or becomes recoverable from the supplier on account to the non fulfillment of this agreement or on account of any other reason, the supplier shall pay the same immediately on demand, if the supplier do not make such payment on demand, the purchaser shall be entitled to recover the same from the supplier as arrears of land revenue.
13. In witness of the due execution of this agreement, the parties have herein under set their hands the day and the year first above written.

Signed and delivered and delivered in presence of the witness.

1. Signature

Designation  
By the order and on behalf of the  
Chairman & Managing Director  
Rajasthan Rajya Vidyut Utpadan  
Witness1: With Address1

2. Signature

For and on behalf of the supplier

Status  
Witness2 : With Address 2

**Note:- The above Agreement will be on "Rajasthan" state Government non-judicial stamp paper of worth Rs. 500/-or as per the stamp duty made applicable by Government of Rajasthan at the time of signing of contract agreement, to ensure the execution of the contract as per respective clauses.**

**Bank Guarantee Form.**

To,  
The Addl. Chief Engineer (Fuel),  
Rajasthan Rajya Vidyut Utpadan Nigam Ltd.  
Jaipur.

THIS DEED OF GUARANTEE is made this day.....M/O.....Year 2019 between the Addl. Chief Engineer (Fuel), RVUN, Jaipur (hereinafter called the Purchaser which expression shall unless excluded by or repugnant to the context includes his successors and assigns) of the one part and the (BG Executing Bank Name).....having its registered office.....(Fill Address) with e-mail, phone no. & Branch Office.....(Fill Address) (herein after called the Bank) (which expression shall unless excluded by or repugnant to the context includes its successors and assigns) of the other part.

**WHEREAS MESSRS Name with Complete Address** (hereinafter called the Supplier) agreed to supply material to the Chief Engineer/Executive Engineer (Stores) of respective power projects of RVUN against Purchase Order No.....dated..... (hereinafter referred to as the Contract.)

**AND WHEREAS** as per the terms of the contract, it was provided that the Supplier should furnish a Bank Guarantee..... % of the total contract value by way of security for supplying free of cost any material that may be required due to defects arising from faulty materials, design and workmanship, so as to make it meet the guarantee and requirements of the contract.

**AND WHEREAS** at the request of the Supplier, the Bank has agreed to execute these presents.

**NOW THIS INDENTURE WITNESS AND IT IS HEREBY AGREED AND DECLARED BY** the and between the parties herein to as follows-

1. The Bank hereby guarantees to the Addl. Chief Engineer (Fuel), RVUN, Jaipur the fulfillment by the Supplier of the various obligations imposed on them under the aforesaid contract including the obligation of the Supplier to timely supply materials of the good quality and workmanship and the Bank further guarantees to the RVUN that the Supplier shall substitute and supply free of cost any materials that may be required due to defects arising from faulty material design and workmanship and the Bank undertakes to indemnify and keep the Addl. Chief Engineer (Fuel), RVUN, Jaipur indemnified to the extent of Rs. .... (in words Rupees ..... ) against any loss or damage that may be caused to or suffered by the RVUN by reason of any failure by the Supplier to timely supply materials of good quality, design and workmanship as aforesaid and under take to pay to the Addl. Chief Engineer (Fuel), RVUN, Jaipur on demand a sum not exceeding Rs. .... (Rupees ..... ) in the event of the Supplier failing or neglecting to perform and discharge the aforesaid duties and obligations on their part to be observed and performed under the said contract.  
The decision of the Addl. Chief Engineer (Fuel), RVUN, Jaipur as to whether the Supplier have failed or neglected to perform or discharge their duties and obligations as aforesaid and as to the amount payable to the Addl. Chief Engineer (Fuel), RVUN, Jaipur by the Bank herein shall be final and binding on the Bank.
2. The guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and it shall continue to be enforceable till the obligation to the RVUN under or by force of the contract have been fully and properly discharged by the said Supplier, subject however, to the condition that the RVUN will have no right under this guarantee after Three (03) months from completion of entire supplies and on fulfillment of all contractual obligation by Supplier, provided further that if any, claim arises by virtue of this guarantee before the aforesaid, date, the same shall be

enforceable against this Bank notwithstanding the fact the same is enforced after the aforesaid date.

3. The guarantee herein contained shall not be affected by any change in the constitution of the Supplier Bank.
4. The Addl. Chief Engineer (Fuel), RVUN, Jaipur shall have the fullest liberty without affecting the guarantee to postpone for any time and from time to time any of the power exercisable by the Nigam against Suppliers and either to enforce or forebear from enforcing any of the terms and conditions of the said contract and the Bank shall not be released from its liability under this guarantee and exercise of the. RVUN of the liberty with reference to the matter aforesaid or by the reasons time being given to the Supplier or by any other forbearance, act or omission of the part of the RVUN to the Supplier or by other matter or thing whatsoever which under the law relating to the sureties shall but for this provision have the effect of so releasing the Bank from such liability.
5. The Bank agrees to extend this guarantee for a specified period as desired by Purchaser in response to the Purchaser written request, provided that such request is presented to the bank before the expiry of guarantee.
6. Chief Engineer includes Additional Chief Engineer and any other officer exercising the powers of Chief Engineer, RVUN Ltd.
7. The Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Addl. Chief Engineer (Fuel), RVUN, Jaipur in writing.
8. All disputes arising under the said guarantee between the Bank and the Nigam or between the Supplier and the Nigam pertaining to the guarantee, shall be subject to the jurisdiction of Courts in Jaipur alone.
9. Notwithstanding anything, contained herein before, the Bank's liability under this guarantee is restricted to Rs..... (Rupees..... ) and the guarantee shall remain in force up to ..... unless demand or claim in writing is presented on the Bank within six months from that date i.e. .... (Grace Period), the bank shall be released and discharged from all liabilities there under. However, the validity of the BG shall be extended by bank as & when required by RVUN.
10. We further undertake to pay this amount to the Addl. Chief Engineer (Fuel), RVUN, Jaipur without demur forthwith merely on demand from the Purchaser. Any such demand on Bank shall be conclusive.

11. IN WITNESS WHERE OF THE BANK HAS executed these presents the day and year written above.

Yours faithfully,

(EXECUTANT)

Signed by the above named bank in presence of (Name and address):  
(Attested by Notary Public, First Class Magistrate or directly confirmed by the Executing Bank)

**Note: The above Bank Guarantee will be on "Rajasthan" state Government non-judicial stamp paper of required rate as per stamp duty act of GoR i.e. 0.25% of amount secured (Maximum of Rs. 25000/-) or as per the stamp duty made applicable by Government of Rajasthan time to time, from any Nationalized/scheduled Bank in India to ensure the execution of the contract as per respective clauses.**

**SCHEDULE-A**

**(To be submitted in Cover-I)**

**REAL TIME GROSS SETTLEMENT (RTGS)/NATIONAL ELECTRONIC FUND TRANSFER (NEFT)**

From: M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CAO/Sr. AO/AO,  
(Name of Power projects), RRVUNL,  
(Location of RVUN Power Project)

SUB: RTGS/NEFT payments.

We refer to remittance of our payments using RGI's RTGS/NEFT. Our payments may be made through the above system to our under noted account at our cost:-

Name of city	
Bank Code No.	
Branch Code No.	
Bank's Name	
Branch Address.	
Branch Telephone/Fax No.	
Supplier's Account No.	
Type of Account	
IFSC Code for NEFT	
IFSC Code for RTGS	
Supplier's Name as per Account	
Supplier's E-Mail ID.	

Confirmed by Banker

**SCHEDULE-B**  
**(To be submitted in Cover-I)**  
**Information about bidders**

S. No.	Particulars	Details
<b>1</b>	Details of Bidder / Firm	
	Name of firm	
	Name of Purchaser of firm	
	Name of contact person	
	Mobile No. of Purchaser of firm/Contact person	
	Address of firm	
	E-mail ID	
	Fax No.	
	PAN No.	
<b>2</b>	Status of the firm: Please furnish documentary proof (Whether proprietary or partnership or limited company)	
<b>3</b>	Certificate of GST registration	Registration No. _____
<b>4</b>	Any other information	
		Signature:
		Name:
		Seal of the company
		Address:
		Phone No.
		Mobile No.
		E-Mail ID
<b>5</b>	<b>HSN code of material</b>	

**RAJASTHAN RAJYA VIDYUT UTPADAN NIGAM LTD.**

**OFFICE OF THE SUPERINTENDING ENGINEER (FUEL)  
SHED NO. 10/8, VIDYUT BHAWAN, JANPATH, JYOTI NAGAR,  
JAIPUR – 302005**

**Specification of the Material & Estimated Required  
Quantity - LSHS  
against TN\_CE\_FUEL-33/2019-20**

## LSHS as per IS:- 11489-1985

S.No.	PARAMETER	SPECIFICATION
01	Pour Point °C	66 Max.
02	Flash Point (PMCC), °C	76 Min.
03	Kinematic Viscosity, at 100 °C, cSt	To be Reported
04	Relative Density @ 15°C g/ml	To be Reported
05	Gross Calorific Value, Cal/g (see Note)	To be Reported
06	Acidity, Inorganic	NIL
07	Ash, percent by Mass.	0.10 Max.
08	Sediment, percent by Mass	0.25 Max.
09	Sulphur, Total percent by Mass	1.0 Max.
10	Water content % by Vol.	1.0 Max.

NOTE:- Normally the GCV is of the order of 10,000 Cal/g.

### **Estimated Required quantity of LSHS for Power Plants of RVUN:-**

S.No.	Name of RVUN Power Plant	Estimated Required Qty. LSHS (MT)
1.	KOTA SUPER THERMAL POWER STATION (KTPS) KOTA (RAJ.)	5580
2.	SURATGARH SUPER THERMAL POWER STATION (STPS-O&M), SURATGARH, DISTT- SHRIGANGANAGAR (RAJ.)	5700
3.	SURATGARH SUPERCRITICAL THERMAL POWER PROJECT (STPS-SC), SURATGARH, DISTT- SHRIGANGANAGAR (RAJ.)	5580
4.	CHHABRA THERMAL POWER PROJECT (CTPP-O&M), CHHABRA, DISTT- BARAN (RAJ.)	1500
5.	CHHABRA SUPER CRITICAL THERMAL POWER PROJECT (CTPP-SC), CHHABRA, DISTT- BARAN (RAJ.)	5580
6.	KALISINDH THERMAL POWER PROJECT (KaTPP), JHALAWAR	3000
	<b>TOTAL</b>	<b>26,940 MT</b>